

## The Form 1 Company™

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**FORM 1 - VENDOR'S STATEMENT**

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

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**Preliminary****To the purchaser:**

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

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

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

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

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

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

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

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

**PART A – PARTIES AND LAND**

1. **Purchaser:** JOHN PURL AND OR NOMINEE
- Address: 37 ADELAIDE STREET, MAYLANDS SA 5069
2. **Purchaser's registered agent:** \_\_\_\_\_
- Address: \_\_\_\_\_
3. **Vendor:** JRW SUPERANNUATION FUND PTY LTD ACN 161 679 670
- Address: 198A OLD MOUNT BARKER ROAD ALDGATE SA 5154
4. **Vendor's registered agent:** LEEDWELL PROPERTY PTY LTD
- Address: 136 GREENHILL ROAD UNLEY SA 5061
5. **Date of Contract** (if made before this statement is served): \_\_\_\_\_
6. **Description of Land** [Identify the land including any certificate of title reference]  
**415/147 PIRIE STREET ADELAIDE SA 5000 BEING LOT 415 IN PRIMARY COMMUNITY STRATA PLAN 25624 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6041 FOLIO 662**

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

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

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

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

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

**2 – Time for Service**

The cooling-off notice must be served –

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

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

**3 – Forms of cooling-off notice**

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

**4 – Methods of service**

The cooling-off notice must be –

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:  
**198A OLD MOUNT BARKER ROAD ALDGATE SA 5154**  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:  
**jonny.bebedetti@leedwell.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:  
**136 GREENHILL ROAD UNLEY SA 5061**  
  
(being ~~\*the agent's address for service under the Land Agents Act 1994~~/an address nominated by the agent to you for the purpose of service of the notice).

**Note –**

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

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

**5 – Effect of service**

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

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

**PROCEEDING WITH THE PURCHASE**

If you wish to proceed with the purchase –

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

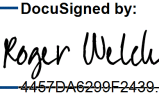
**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS (section 7(1))**

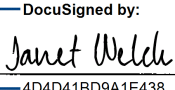
To the purchaser:

I/We, **JRW SUPERANNUATION FUND PTY LTD ACN 161 679 670**

of **198A OLD MOUNT BARKER ROAD ALDGATE SA 5154**

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: 06 February 23 Signed:   
DocuSigned by: 4457DA6299F2439...

Date: 06 February 23 Signed:   
DocuSigned by: 4D4D41BD9A1E438...

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



(section 9)

To the purchaser:

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

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

Exceptions:

**Nil**

Date: 3 / 2 / 2023 Signed: 

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

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

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

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

**TABLE OF PARTICULARS**

Column 1	Column 2	Column 3
<i>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</i>		
<i>[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, <u>but not</u> in the case of –</i>		
<i>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</i>		
<i>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</i>		
<i>(c) the heading "6. Repealed Act Conditions" and item 6.1; and</i>		
<i>(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,</i>		
<i>which must be retained as part of this statement whether applicable or not.]</i>		
<i>[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 <b>bold type</b> must be set out in column 3 and all other particulars must be set out in column 2.]</i>		
<i>[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 <u>each</u> such mortgage, charge or prescribed encumbrance.]</i>		
<i>[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 <u>all</u> 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.]</i>		



Column 1	Column 2	Column 3
<b>1. General</b>		
<b>1.1</b> Mortgage of land  <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Number of mortgage (if registered):  Name of mortgagee:	<input type="checkbox"/>  <b>YES / NO</b> <b>YES / NO</b>
<b>1.2</b> Easement (whether over the land or annexed to the land)  <b>Note</b> – "Easement" includes rights of way and party wall rights.  <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>PROPERTY INTEREST REPORT PAGE 12</b>  Description of land subject to easement: <b>PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</b>  Nature of easement: <b>STATUTORY EASEMENT TO SA POWER NETWORKS</b>  Are you aware of any encroachment on the easement? <b>NO</b> (If <b>YES</b> , give details):   If there is an encroachment, has approval for the encroachment been given? (If <b>YES</b> , give details):	<input checked="" type="checkbox"/>  <b>NO</b> <b>YES</b>
<b>1.3</b> Restrictive covenant  <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <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 <b>NO</b> , give details):  Does the restrictive covenant affect land other than that being acquired?	<input type="checkbox"/>  <b>YES / NO</b> <b>YES / NO</b>
<b>1.4</b> Lease, agreement for lease, tenancy agreement or licence  (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Names of parties:	<input type="checkbox"/>  <b>YES / NO</b> <b>YES / NO</b>

Column 1	Column 2	Column 3
the lessee or tenant or sublessee or subtenant.)	Period of lease, agreement for lease etc: From	
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	To	
	Amount of rent or licence fee:	
	\$ per (period)	
	Is the lease, agreement for lease etc in writing?	
	If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify:	
	(a) the Act under which the lease or licence was granted:	
	(b) the outstanding amounts due (including any interest or penalty):	
<b>5. Development Act 1993 (repealed)</b>		
5.1 section 42 – Condition (that continues to apply) of a development authorisation	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	NO
	<b>Are there attachments?</b>	YES
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): <b>ADELAIDE CITY COUNCIL SEARCH</b>	
	Condition(s) of authorisation: <b>REFER APPLICATION: DA/266/2007 AND ITS VARIATIONS</b>	
5.1 section 42 – Condition (that continues to apply) of a development authorisation	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	NO
	<b>Are there attachments?</b>	YES
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): <b>ADELAIDE CITY COUNCIL SEARCH</b>	
	Condition(s) of authorisation: <b>REFER APPLICATION: LD/26/2008</b>	
5.1 section 42 – Condition (that continues to apply) of a development authorisation	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	NO
	<b>Are there attachments?</b>	YES
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): <b>ADELAIDE CITY COUNCIL SEARCH</b>	
	Condition(s) of authorisation: <b>REFER APPLICATION: LD/10/2018</b>	
5.1 section 42 – Condition (that continues to apply) of a development authorisation	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	NO
	<b>Are there attachments?</b>	YES
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): <b>ADELAIDE CITY COUNCIL SEARCH</b>	

Column 1	Column 2	Column 3
<i>not applicable.]</i>	Condition(s) of authorisation: <b>REFER APPLICATION: LD/11/2018</b>	
5.1 section 42 – Condition (that continues to apply) of a development authorisation  <i>[Note – 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>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>ADELAIDE CITY COUNCIL SEARCH</b>  Condition(s) of authorisation: <b>REFER APPLICATION: DA/347/2016</b>	<input checked="" type="checkbox"/>  NO YES
5.1 section 42 – Condition (that continues to apply) of a development authorisation  <i>[Note – 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>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>ADELAIDE CITY COUNCIL SEARCH</b>  Condition(s) of authorisation: <b>REFER APPLICATION: DA/504/2017</b>	<input checked="" type="checkbox"/>  NO YES
5.1 section 42 – Condition (that continues to apply) of a development authorisation  <i>[Note – 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>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>ADELAIDE CITY COUNCIL SEARCH</b>  Condition(s) of authorisation: <b>REFER APPLICATION: DA/376/2020</b>	<input checked="" type="checkbox"/>  NO YES
<b>6. Repealed Act conditions</b>		
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 1966</i> (repealed)  <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Nature of condition(s):	<input type="checkbox"/>  YES / NO YES / NO
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 – Planning and Design Code  <i>[Note – 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>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the</i>	<input checked="" type="checkbox"/>  NO YES

Column 1	Column 2	Column 3
<i>not applicable.]</i>	<p data-bbox="497 168 630 197"><i>particulars):</i></p> <p data-bbox="497 197 1316 257"><b>ADELAIDE CITY COUNCIL SEARCH AND PROPERTY INTEREST REPORT</b></p> <p data-bbox="497 295 1348 353">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 data-bbox="497 353 1189 383"><b>147 PIRIE ST ADELAIDE SA 5000 LT 415 C25624 U415</b></p> <p data-bbox="497 416 750 474"><b>ZONES CAPITAL CITY - CC</b></p> <p data-bbox="497 508 1348 719"><b>OVERLAYS AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 130 METRES AHD THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.</b></p> <p data-bbox="497 752 1348 875"><b>AFFORDABLE HOUSING THE AFFORDABLE HOUSING OVERLAY SEEKS TO ENSURE THE INTEGRATION OF A RANGE OF AFFORDABLE DWELLING TYPES INTO RESIDENTIAL AND MIXED USE DEVELOPMENT.</b></p> <p data-bbox="497 909 1332 1057"><b>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.</b></p> <p data-bbox="497 1090 1332 1238"><b>DESIGN THE DESIGN OVERLAY SEEKS TO ENSURE SIGNIFICANT DEVELOPMENT POSITIVELY CONTRIBUTES TO THE LIVEABILITY, DURABILITY AND SUSTAINABILITY OF THE BUILT ENVIRONMENT THROUGH HIGH-QUALITY DESIGN.</b></p> <p data-bbox="497 1272 1308 1420"><b>HAZARDS (FLOODING - EVIDENCE REQUIRED) THE HAZARDS (FLOODING - EVIDENCE REQUIRED) OVERLAY ADOPTS A PRECAUTIONARY APPROACH TO MITIGATE POTENTIAL IMPACTS OF POTENTIAL FLOOD RISK THROUGH APPROPRIATE SITING AND DESIGN OF DEVELOPMENT.</b></p> <p data-bbox="497 1453 1348 1576"><b>NOISE AND AIR EMISSIONS THE NOISE AND AIR EMISSIONS OVERLAY SEEKS TO PROTECT NEW NOISE AND AIR QUALITY SENSITIVE DEVELOPMENT FROM ADVERSE IMPACTS OF NOISE AND AIR EMISSIONS.</b></p> <p data-bbox="497 1610 1324 1702"><b>PRESCRIBED WELLS AREA THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.</b></p> <p data-bbox="497 1736 1332 1856"><b>REGULATED AND SIGNIFICANT TREE THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.</b></p> <p data-bbox="497 1890 1300 1944">Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p data-bbox="497 1951 534 1980"><b>NO</b></p> <p data-bbox="497 2018 1013 2047">Is the land designated as a local heritage place?</p> <p data-bbox="497 2054 534 2083"><b>NO</b></p>	

Column 1	Column 2	Column 3
	<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><b>NO</b></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><b>YES</b></p> <p>Note – For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a>.</p>	
<p><b>29.2</b> section 127 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p><b>YES / NO</b></p> <p><b>YES / NO</b></p>

**SCHEDULE – DIVISION 2 – OTHER PARTICULARS  
(section 7(1)(b))****Particulars relating to community lot (including strata lot) or development lot**

1 Name of community corporation:

**COMMUNITY CORPORATION 25624 INC**

Address of community corporation:

**141-147 PIRIE STREET ADELAIDE SA 5000**

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

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

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

**REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO**

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

**REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO**

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

**REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO**

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

**NOT APPLICABLE**

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

**LOT 415 : 27 OF 10000***[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*

4 Documents supplied by the community corporation that are enclosed:

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

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

**YES**

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

**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:

**NOT APPLICABLE**

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

11

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**

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 asbestos at workplaces**

1 In these particulars –

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

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

2 Is there a workplace on the land?

**YES**

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

**NO**

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

5 If **YES**:

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

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

If **YES**, give details:

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

If **YES**, give details:

**Note –**

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

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

(b) if –

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

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

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

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

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

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



**Particulars relating to environment site protection****1 – Interpretation**

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

**YES**

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

**OFFICE USE AND ASSOCIATED ACTIVITIES HAVE TAKEN PLACE AFTER THE VENDOR ACQUIRED AN INTEREST IN THE LAND. REFER TO VENDOR FOR FURTHER DETAILS. REFER 'ATTACHMENT - CHANGE OF USE' IN THE ADELAIDE CITY COUNCIL SEARCH FOR DETAILS OF ACTIVITIES WHICH HAVE TAKEN PLACE BEFORE 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*)?

**YES**

**Note –**

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

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

It should be noted that –

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

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

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

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

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

If –

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

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

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

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

**Governance**

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

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

**Use of your property**

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

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

**Are you buying a debt?**

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

**Expenses**

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

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

**Guarantee**

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

**Contracts**

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

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

**Buying off the plan**

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

**Mixed use developments - voting rights**

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


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

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

- CERTIFICATE OF TITLE VOLUME 6041 FOLIO 662**
- PROPERTY INTEREST REPORT**
- SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES**
- ADELAIDE CITY COUNCIL SEARCH**
- COMMUNITY PLAN 25624**
- COMMUNITY CORPORATION SEARCH**
- BY-LAWS 11230668**
- SCHEME DESCRIPTION 13013327**

**SIGNED BY THE PURCHASER:**

THIS John Purl DAY OF 8th February 23

DocuSigned by:  
  
B17EF86C175148A...  
 \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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





Product Register Search (CT 6041/662)  
 Date/Time 27/01/2023 02:46PM  
 Customer Reference  
 Order ID 20230127004910

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 6041 Folio 662

Parent Title(s) CT 5798/789  
 Creating Dealing(s) ACT 11230666  
 Title Issued 26/08/2009 Edition 3 Edition Issued 20/09/2017

### Estate Type

FEE SIMPLE

### Registered Proprietor

JRW SUPERANNUATION FUND PTY. LTD. (ACN: 161 679 670)  
 OF 198A OLD MOUNT BARKER ROAD ALDGATE SA 5154

### Description of Land

LOT 415 PRIMARY COMMUNITY STRATA PLAN 25624  
 IN THE AREA NAMED ADELAIDE  
 HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

Dealings Affecting Title NIL  
 Priority Notices NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
03/08/2009	11230668	BY-LAWS	FILED
31/10/2018	13013327	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL  
 Administrative Interests NIL



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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

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

## 6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)  
  
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title  
  
also  
  
Contact the Local Government Authority for other details that might apply
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

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

## 8. Environment Protection Act 1993

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

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

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

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

- |      |   |   |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire<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 | <b>A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b> |
|------|---|---|

**Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates [www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

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

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

**21. Local Government Act 1999**

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

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

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

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

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

**24. Mining Act 1971**

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

24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

## **25. Native Vegetation Act 1991**

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title also

Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title also

Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title also

Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

## **26. Natural Resources Management Act 2004 (repealed)**

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

## **27. Outback Communities (Administration and Management) Act 2009**

27.1 section 21 - Notice of levy or contribution payable Outback Communities Authority has no record affecting this title



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

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

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Miscellaneous Technical Enhancement - proposes a series of technical amendments which aim to enhance the general performance & operation of the Planning & Design Code (the Code). It is primarily focused on addressing technical & operational elements within the Code, as opposed to changing policy intent or outcomes. For more information, refer to the 'Code Amendments' page on PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone 1800752664.**
- 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any order or notice affecting this title
- also

- 29.8 section 157 - Fire safety notice  
Contact the Local Government Authority for other details that might apply  
Building Fire Safety Committee in the Department for Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title

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

- 30.1 section 8 or 9 - Notice or order concerning pests  
Plant Health in PIRSA has no record of any notice or order affecting this title

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

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

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

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

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

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

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

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also  
The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title  
also  
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.  
also  
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.  
also  
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

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

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

**36. *Other charges***

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

## Other Particulars

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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



Product Title and Valuation Package  
Date/Time 27/01/2023 02:46PM  
Customer Reference  
Order ID 20230127004910

## Certificate of Title

Title Reference CT 6041/662  
Status CURRENT  
Easement NO  
Owner Number 71084440  
Address for Notices 198A OLD MOUNT BARKER RD ALDGATE, SA 5154  
Area NOT AVAILABLE

## Estate Type

Fee Simple

## Registered Proprietor

JRW SUPERANNUATION FUND PTY. LTD. (ACN: 161 679 670)  
OF 198A OLD MOUNT BARKER ROAD ALDGATE SA 5154

## Description of Land

LOT 415 PRIMARY COMMUNITY STRATA PLAN 25624  
IN THE AREA NAMED ADELAIDE  
HUNDRED OF ADELAIDE

## Last Sale Details

Dealing Reference TRANSFER (T) 12792597  
Dealing Date 07/09/2017  
Sale Price \$128,150  
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

NIL

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
0205201789	CURRENT	Unit 415, 147 PIRIE STREET, ADELAIDE, SA 5000

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan



**Product** Title and Valuation Package  
**Date/Time** 27/01/2023 02:46PM  
**Customer Reference**  
**Order ID** 20230127004910

Lodgement Date	Dealing Number	Descriptions	Status
03/08/2009 16:15	11230668	BY-LAWS	FILED
31/10/2018 11:44	13013327	SCHEME DESCRIPTION	FILED

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

**Valuation Number** 0205201789  
**Type** Site & Capital Value  
**Date of Valuation** 01/01/2022  
**Status** CURRENT  
**Operative From** 01/07/2010  
**Property Location** Unit 415, 147 PIRIE STREET, ADELAIDE, SA 5000  
**Local Government** ADELAIDE  
**Owner Names** JRW SUPERANNUATION FUND PTY. LTD.  
**Owner Number** 71084440  
**Address for Notices** 198A OLD MOUNT BARKER RD ALDGATE, SA 5154  
**Zone / Subzone** CC - Capital City\\  
**Water Available** Yes  
**Sewer Available** Yes  
**Land Use** 2500 - Office (Buildings)  
**Description** OFF 4THFL NAYLO  
**Local Government Description** Commercial - Office

## Parcels

Plan/Parcel	Title Reference(s)
C25624 LOT 415	CT 6041/662

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$17,500	\$147,000			
Previous	\$17,000	\$140,000			





**Product** Title and Valuation Package  
**Date/Time** 27/01/2023 02:46PM  
**Customer Reference**  
**Order ID** 20230127004910

## Occupants

Occupant Id	Property Id	Occupant Name	Land Use	Local Government Description	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
10	4TH FLR OFF	ASKING RENT \$11	2500 - Office (Buildings )	Commercial - Office	\$17,500	\$147,000			

## Building Details

<b>Valuation Number</b>	0205201789
<b>Building Style</b>	Not Available
<b>Year Built</b>	Not Available
<b>Building Condition</b>	Not Available
<b>Wall Construction</b>	Not Available
<b>Roof Construction</b>	Not Available
<b>Equivalent Main Area</b>	Not Available
<b>Number of Main Rooms</b>	Not Available

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



Product  
Date/Time  
Customer Reference  
Order ID

Check Search  
27/01/2023 02:46PM  
20230127004910

## Certificate of Title

Title Reference: CT 6041/662  
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
03/08/2009	18/08/2009	11230668	BY-LAWS	FILED	C25624
31/10/2018	14/11/2018	13013327	SCHEME DESCRIPTION	FILED	C25624

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



Account Number <b>02 05201 78 9</b>	L.T.O Reference CT6041662	Date of issue 30/1/2023	Agent No. 7734	Receipt No. 2436489
--	------------------------------	----------------------------	-------------------	------------------------

THE FORM 1 COMPANY  
GPO BOX 1651  
ADELAIDE SA 5000  
form1@form1.net.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** JRW SUPERANNUATION FUND PTY.  
**Location:** U415 147 PIRIE ST ADELAIDE LT 415 C25624 U415  
**Description:** OFF 4THFL NAYLO      **Capital Value:** \$ 147 000  
**Rating:** Commercial

### Periodic charges

Raised in current years to 31/3/2023

		Arrears as at: 30/6/2022	:	\$	0.00
Water main available:	1/7/2010	Water rates	:		212.40
Sewer main available:	1/7/2010	Sewer rates	:		227.55
		Water use	:		5.24
		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	:		445.19CR
		<b>Balance outstanding</b>	:		<b>0.00</b>

Degree of concession: 00.00%  
Recovery action taken: FULLY PAID

**Next quarterly charges:**    Water supply: 70.80                      Sewer: 75.85                      Bill: 5/4/2023

This account has no meter of its own but is supplied from account no 02 05200 94 6.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 0.27%.

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



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



## South Australian Water Corporation

**Name:** JRW SUPERANNUATION FUND PTY. **Water & Sewer Account** Acct. No.: 02 05201 78 9 **Amount:** \_\_\_\_\_

**Address:**  
U415 147 PIRIE ST ADELAIDE LT 415  
C25624 U415

### Payment Options



#### EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0205201789



**Biller code: 8888**  
**Ref: 0205201789**

#### 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: 0205201789



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)



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: 2436489

THE FORM 1 COMPANY  
GPO BOX 1651  
ADELAIDE SA 5001

DATE OF ISSUE

30/01/2023

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaes@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
71084440	JRW SUPERANNUATION FUND PTY. LTD.			
PROPERTY DESCRIPTION				
415 / 147 PIRIE ST / ADELAIDE SA 5000 / LT 415 C25624 U415				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
0205201789	CT 6041/662	\$147,000.00	R4 1.000	CO 1.044
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	191.50
FINANCIAL YEAR		- REMISSION	\$	0.00
2022-2023		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-241.50
		= <u>AMOUNT PAYABLE</u>	\$	0.00

**Please Note:**

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

EXPIRY DATE

30/04/2023



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**

**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: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:** **OR**  
**[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

**By Post to:**  
RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



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: 2436489

THE FORM 1 COMPANY  
GPO BOX 1651  
ADELAIDE SA 5001

**DATE OF ISSUE**

30/01/2023

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

JRW SUPERANNUATION FUND PTY. LTD.

**FINANCIAL YEAR**

2022-2023

**PROPERTY DESCRIPTION**

415 / 147 PIRIE ST / ADELAIDE SA 5000 / LT 415 C25624 U415

**ASSESSMENT NUMBER**

0205201789

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6041/662

**TAXABLE SITE VALUE**

\$17,500.00

**AREA**

0.0000 HA

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

<b>CURRENT TAX</b>	\$	0.00	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= AMOUNT PAYABLE</b>	\$	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** **30/04/2023**

See overleaf for further information



**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**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: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**

<b>Online at:</b>	<b>OR</b>	<b>By Post to:</b>
<a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>		RevenueSA Locked Bag 555 ADELAIDE SA 5001



**Date:** 1 February 2023

**Email:** [city@cityofadelaide.com.au](mailto:city@cityofadelaide.com.au)



**CITY OF  
ADELAIDE**

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

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)

ABN 20 903 762 572

Dear Sir/Madam,

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

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

**Title Reference** CT-6041/662  
**Owner Name** JRW SUPERANNUATION FUND P/L  
**Address of Property** Level 4 415/147 Pirie Street, ADELAIDE SA 5000

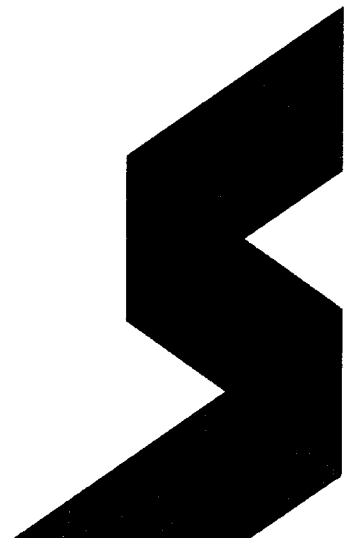
You are advised:

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

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Clare Mockler', written over a stylized initial 'C'.

pp  
Clare Mockler  
Chief Executive Officer



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

**Rates & Property Enquiries: 8203 7203**

**Email:** [city@cityofadelaide.com.au](mailto:city@cityofadelaide.com.au)

THE FORM 1 COMPANY  
GPO Box 1651, ADELAIDE SA 5001

Dear Sir/Madam

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

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

<b>Date Received</b>	27 January 2023
<b>Receipt Number</b>	6476731
<b>Document Issue Date</b>	1 February 2023
<b>Property Address</b>	Level 4 415/147 Pirie Street, ADELAIDE SA 5000
<b>Property Description</b>	Lot 415 CP 25624
<b>Property Titles</b>	CT-6041/662
<b>Owner of Property</b>	JRW SUPERANNUATION FUND P/L

**Local Government Act 1999 [Act]**

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

**Section 179**

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

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

***Fines for Late Payment:***

If an instalment is not received on, or before, the due date (1<sup>st</sup> September; 1<sup>st</sup> December; 1<sup>st</sup> March; 1<sup>st</sup> June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.48% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,



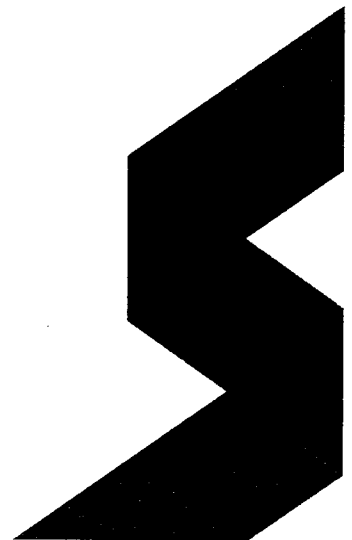
pp  
Clare Mockler  
Chief Executive Officer



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

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)

ABN 20 903 762 572





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

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)

ABN 20 903 762 572

**Assessment No: 33348 4**

**Property Location**                      **Level 4 415/147 Pirie Street,**

Rateable Valuation	\$7,100
Arrears	\$0.00
Arrears Legal Fees	\$0.00

**Gross Rates**                              **\$1,015.45**

(includes Regional  
Landscape Levy)

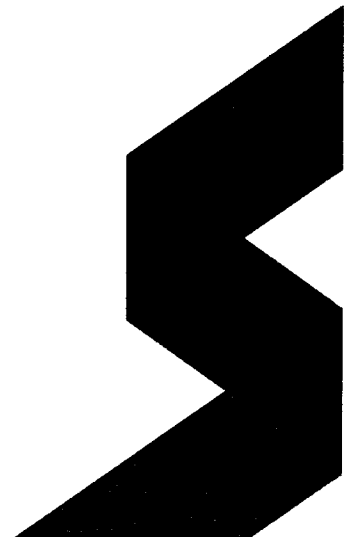
Interest, Current	\$0.00
Interest, Arrears	\$0.00

Rebates	\$0.00
---------	--------

Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00

Paid	\$-1,015.45
Overpayments	\$0.00
Refunds	\$0.00

**Outstanding Balance**                      **\$0.00**



### PRESCRIBED INFORMATION

**Address:** Level 4 415/147 Pirie Street, ADELAIDE SA 5000

**Reference:** 2000/01411

**Alternate:**

**Certificate of Title:** CT-6041/662

**Dated:** 1 February 2023

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

**PRESCRIBED INFORMATION**

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

## PRESCRIBED INFORMATION

<b>Part 2—Items to be included if land affected</b>	
<i>[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]</i>	
<b>Development Act 1993</b>	
section 50(1) — Requirement to vest land in a council or the Crown to be held as open space	Date requirement given:  Name of body giving requirement:  Nature of requirement:  Contribution payable (if any):
section 50(2) — Agreement to vest land in a council or the Crown to be held as open space	Date of agreement:  Names of parties:  Terms of agreement:  Contribution payable (if any):
section 55 — Order to remove or perform work	Date of order:  Terms of order:  Building work (if any) required to be carried out:  Amount payable (if any):
section 56 — Notice to complete development	Date of notice:  Requirements of notice:  Building work (if any) required to be carried out:  Amount payable (if any):
Section 57 — Land management agreement	Date of agreement:  Names of parties:  Terms of agreement:
Section 69 — Emergency Order	Date of order:  Name of authorised officer who made order:  Name of authority that appointed authorised officer:  Nature of order:  Amount payable (if any):
Section 71 — Fire safety notice	Date of notice:  Name of authorised officer giving notice:

**PRESCRIBED INFORMATION**

	Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 84 — Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106 — Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2 — Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
<b>Confirmed – Planning/Development Section .....</b>	
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed)) — Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
<b>Confirmed – Enforcement/Compliance section: .....</b>	
<b>Food Act 2001</b>	
section 44 — Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:
section 46 — Prohibition order	Date of order:

**PRESCRIBED INFORMATION**

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



**PRESCRIBED INFORMATION**

**Local Government Act 1934 (repealed)**

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

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

**Local Government Act 1999**

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

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

**Confirmed – General section:** .....

**Local Nuisance and Litter Control Act 2016**

Section 30 – Nuisance or litter abatement notice

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

**Planning, Development and Infrastructure Act 2016**

section 141 – Order to remove or perform work

Date of order:

Terms of order:

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

**PRESCRIBED INFORMATION**

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

**PRESCRIBED INFORMATION**

<b>Planning, Development and Infrastructure Act 2016</b>	
Part 16  Division 1 — Proceedings	Date of commencement of proceedings:  Date of determination or order (if any):  Terms of determination or order (if any):
section 213 — Enforcement notice	Date notice given:  Name of designated authority giving notice:  Nature of directions contained in notice:  Building work (if any) required to be carried out:  Amount payable (if any):
Section 214(6), 214(10) or 222 — Enforcement order	Date order made:  Name of court that made order:  Action number:  Name of parties:  Terms of order:  Building work (if any) required to be carried out:
<b>Confirmed – Building/development section: .....</b>	

**PRESCRIBED INFORMATION**

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

Part 3—Notice

Date of notice:

Name of council or other authority giving notice:

Requirements of notice:

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

Date of approval:

Name of relevant authority that granted the approval:

Condition(s) of approval:

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

Date of order:

Name of authority giving order:

Requirements of order:

**Confirmed – Environmental Health section:** .....

**South Australian Public Health Act 2011**

section 92—Notice

Date of notice:

Name of Council or other relevant authority giving notice:

Requirements of notice

South Australian Public Health (Wastewater) Regulations 2013  
Part 4—Condition (that continues to apply) of an approval

Date of approval:

Name of person or body that granted the approval:

Condition (s) of approval:

**Confirmed – Health section:** .....

**PRESCRIBED INFORMATION**

***Other charges***

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

Person or body in whose favour charge exists:

Nature of charge:

Amount of charge (if known):

### PREScribed INFORMATION

#### Particulars of Building Indemnity Insurance

**Note—Building indemnity insurance is not required for—**

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

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

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

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

#### Exemption from holding insurance:

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

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

If **YES**, give details:

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

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

## PRESCRIBED INFORMATION

### ***Particulars relating to Environment Protection***

#### **Further information held by councils**

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

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

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

#### **Note—**

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

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

It should be noted that—

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

## ATTACHMENTS

## Attachment – Development Conditions



## DECISION NOTIFICATION FORM

Application Dated: 25-Aug-2008 Application Registered On: 25-Aug-2008	File Reference: F/DA/0266/2007/4/C Contact Officer: Matthew Field 8203 7207
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<b>Application:</b>	DA/266/2007/4/C
<b>Applicant:</b>	URBAN CONSTRUCT P/L
<b>Location:</b>	131-147 Pirie and 42-56 Hyde Street, ADELAIDE SA 5000
<b>Description:</b>	Variation to previous - Demolish existing buildings and construct 2, 15 level office buildings with ground level retail tenancies, ancillary car parking and other facilities - <b>VARIATION - INTERNAL ALTERATIONS TO INCREASE THE NUMBER OF OFFICE UNITS BY 43 and CHANGE OF LAND USE OF UNITS 301B &amp; 310 FROM 'OFFICE' TO 'CONSULTING ROOM' - CONSTRUCTION STAGE 3 - ARCHITECTURAL &amp; SERVICES FIT-OUT</b>

In respect of this proposed development you are informed that:

Nature of Consent	Consent Status	Date of Decision	Number of Conditions
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Development Plan Consent	Granted	24 July 2008	1
Building Rules Consent	Granted	21 August 2008	3
Encroachment Consent	Granted	4 September 2008	1
Development Approval	Granted	4 September 2008	5

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

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

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

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

**No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.**

Date of Decision: 4 September 2008

Development Assessment Commission or delegate

Signed: 

Council Chief Executive Officer or delegate


Private Certifier

Date: 4/9/2008

Sheets Attached



## PRESCRIBED INFORMATION

	
<b>Application:</b>	DA/266/2007/4/C
<b>Applicant:</b>	URBAN CONSTRUCT P/L
<b>Location:</b>	131-147 Pirie and 42-56 Hyde Street, ADELAIDE SA 5000

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

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

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

### CONDITIONS OF BUILDING RULES CONSENT

**Private Certifier Katnich Dodd imposes 3 conditions (Ref: PC35311.6)**

### CONDITIONS OF ENCROACHMENT CONSENT

The encroachments over the public realm that are covered by this consent are listed as follows:

Type of Encroachment	Area (m <sup>2</sup> )
Canopy to Pirie Street <ul style="list-style-type: none"> <li>• Balconies at Level 1 &amp; 2</li> </ul>	63
Vertical sunscreen(s) to Hyde Street <ul style="list-style-type: none"> <li>• Sunscreens at Levels 3-11</li> <li>• Balconies at Levels 3-11</li> </ul>	8

**Note:**

**There may be additional conditions or annual licence fees applicable subject to assessment and issue of a separate street occupation permit by the Council's City Services Division.**

**If you need further advice on this matter, please contact City Services on 8203 7341 for assistance.**

## PRESCRIBED INFORMATION

Reference No: PC35311.6

## DECISION NOTIFICATION FORM

For Development Application	Dated : Registered On :	Development No: DA/266/2007AC
-----------------------------	----------------------------	-------------------------------

To: URBAN CONSTRUCT PTY LTD LEVEL 2 60 HINDMARSH SQUARE ADELAIDE SA 5000
---

LOCATION OF PROPOSED DEVELOPMENT:					
House No: 131-147	Lot No:	Street: PIRIE STREET	Suburb: ADELAIDE		
42-56		HYDE STREET			
Section No:	Hundred:	Volume:	Folio:		

## NATURE OF PROPOSED DEVELOPMENT

OFFICES &amp; CAR-PARK- CONSTRUCTION STAGE 3 - ARCHITECTURAL &amp; SERVICES FIT-OUT

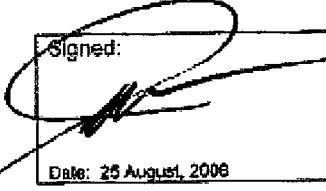
In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
DEVELOPMENT PLAN CONSENT	----	----	----	----
LAND DIVISION	----	----	----	----
LAND DIVISION (STRATA)	----	----	----	----
BUILDING RULES CONSENT	26/8/08		----	----
PUBLIC SPACE	To be issued by Council in relation to the balconies and awnings	3	----	----
OTHER	N/A		----	----
	----	* See notes	----	----

If applicable, the details of the building classification and the approved number of occupants under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of land until you have also received notification of a Development Approval.

Signed: 	<input type="checkbox"/> Development Assessment Commission or Delegate
	<input type="checkbox"/> Council Chief Executive Officer or Delegate
Date: 25 August, 2008	<input checked="" type="checkbox"/> Private Certifier (1)
	<input type="checkbox"/> (2) Sheets Attached

■ IAN DODD Director  
■ PETER HARMER Director  
■ VIC BARONE Director

20 Greenhill Road  
Weyville SA 5034  
Postal PO Box 109  
Goodwood SA 5034

Telephone 08 8273 0888  
Facsimile 08 8273 0800  
admin@kainichdodd.com.au  
www.kainichdodd.com.au



KAINICH DODD

## PRESCRIBED INFORMATION



PC35311.6

DEVELOPMENT ACT, 1993  
SECTION 42  
CONDITIONS OF BUILDING RULES CONSENT

BUILDING WORK: OFFICES & CAR-PARK- CONSTRUCTION STAGE 3 –  
ARCHITECTURAL & SERVICES FIT-OUT  
SITE ADDRESS: 131 - 147 PIRIE STREET, 42 - 56 HYDE STREET,  
ADELAIDE  
APPLICANT: URBAN CONSTRUCT PTY LTD  
OWNER: URBAN CONSTRUCT PTY LTD  
CLASSIFICATION: 5, 6, 7a & 9b  
RISE IN STOREYS: 14  
TYPE OF CONSTRUCTION: A  
DEVELOPMENT APPLN: DA/266/2007/C

### CONDITIONS

1..Sanitary provisions shall be provided to the Ground Floor tenancies, including facilities for people with disabilities. Details shall be provided in conjunction with any associated tenancy fit-out applications.

BCA-F2.4

2..Facilities shall be provided to the early childhood centre in accordance with BCA Clause F2.3 (g), including

- o a bath or shower bath
- o a bench type baby bath

Details shall be submitted to the satisfaction of the *certifier* prior to such work being commenced.

BCA-F2.3

3..Access for people with disabilities shall be provided to the Level 13 swimming pool. Details shall be submitted to the satisfaction of the *certifier* prior to such work being commenced.

BCA-Part D3

#### Notes:

This consent does not include the following works which shall be the subject of separate application(s)

- o tenancy fit-out works
- o external signs

The certified drawings/ documents will be issued by the Council with the notification of development approval.

The proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

The *Fire Hazard Properties* of wall, floor and ceiling linings, and air-handling ductwork shall comply with Clause C1.10 of the BCA.

Fire precautions must be taken during construction in accordance with BCA-E1.9. The builder must also ensure, once the method of construction has been determined, that the design of the building/structure adequately accommodates the anticipated *construction activity actions*.

## PRESCRIBED INFORMATION

**SCHEDULE OF ESSENTIAL SAFETY PROVISIONS:** Regulation 76 requires that the relevant authority on granting rules consent, issue a schedule that specifies the essential safety provisions for the building and the standards or requirements for the maintenance and testing in respect each of those essential safety provisions set out in Minister's Specification SA 76. The items to be inspected or tested are detailed on the attached schedule.

Proof of maintenance must be provided to Council each calendar year by the building owner.

**CERTIFICATE OF OCCUPANCY:** A new Certificate of Occupancy is required to be issued in relation to the proposed development. Katnich Dodd will, before granting a certificate of occupancy, require:

1. a *Statement of Compliance* from the licensed building work contractor who carried out the relevant work or who was in charge of carrying out the relevant work; or if there is no such licensed building work contractor- from a registered building work supervisor or private certifier all in accordance with the attached pro-forma, which must also be signed by the owner of the relevant land, or by someone acting on his or her behalf; and
2. a certificate of compliance for each essential safety provision, in the appropriate form under schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work; and
3. Where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, the "wet" and/or "dry" report(s) from the fire authority as to whether those facilities have been installed and operate satisfactorily.

**PLEASE ENSURE THAT THESE FORMS ARE PASSED ON TO THE OWNER & BUILDER.**

The certificate of occupancy will prescribe the following maximum number of occupants

STOREY	PORTION	CLASSIFICATION	MAX OCCUPANCY
BASEMENT GROUND	Carpark	7a	---
	Tenancies	5 & 6 (dual classification)	Nil Pending fit-out & sanitary facilities
LEVELS 1- 12	Carpark	7a	---
LEVEL 13	Offices	5	100 persons per floor
	Function/ gym	9b	200 persons

Wet area details including floor grades, set-downs and water resistant surfaces shall comply with Minister's Specification SA F1.7-2004 & AS3740 Waterproofing of wet areas within residential buildings; including provision of drainage flanges.

The requirements of Minister's Specification SA83 must be complied with if partial or staged occupation of the building is proposed.

A person must not fill the pool with water unless the pool is enclosed by a fence that complies with AS1926.

Where a manual shut off valve is fitted to a secondary outlet from a swimming pool, a permanent, durable label must be fixed to the valve in accordance with Clause SA 4.2.3 of the Building Code of Australia.

**IMPORTANT:** This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines), the Occupational Health, Safety & Welfare Act, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

**Katnich Dodd**  
Building Surveyors

.....  
**Ian Dodd**  
25 August, 2008

## PRESCRIBED INFORMATION

Reference No: PC35311



### ALTERNATIVE SOLUTION ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

<b>BUILDING WORK:</b> <b>SITE ADDRESS:</b>  <b>OWNER:</b> <b>CLASSIFICATION:</b> <b>RISE IN STOREYS:</b> <b>TYPE OF CONSTRUCTION:</b> <b>DEVELOPMENT APPLN:</b>	<b>OFFICES &amp; CAR-PARK</b> <b>131 - 147 PIRIE STREET, 42 - 56 HYDE STREET,</b> <b>ADELAIDE</b> <b>URBAN CONSTRUCT PTY LTD</b> <b>6, 6, 7a &amp; 9b</b> <b>14</b> <b>A</b> <b>DA/286/2007/3 c</b>
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Performance requirement	Deemed to satisfy	Alternative solution
EP1.4	BCA-E1.5	To permit the automatic fire sprinkler system to be designed and installed in accordance with AS2118.1-2006 in lieu of AS2118.1-1995.
EP1.4	BCA-E1.5	To delete the requirement for sprinkler protection to the Pine Street canopy.
EP2.2	BCA-E2.2a	To permit the zone pressurization system to utilize a common riser duct with the outside air intake system utilizing a series of dampers to switch from conventional air-conditioning mode to smoke exhaust mode all in lieu of full compliance with AS1666.1 which requires the provision of a dedicated shaft for smoke exhaust.

#### ASSESSMENT METHOD (Refer BCA Introduction.)

- |  |   |
|--|---|
| <input type="checkbox"/><br><input type="checkbox"/><br><br><input checked="" type="checkbox"/><br><br><input checked="" type="checkbox"/> | <p>Documentary evidence as described in A2.2</p> <p><b>Verification Methods</b><br/>           Verification methods may include the following:</p> <p>(a) Calculations - using analytical methods or mathematical models<br/>           (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.<br/>           (c) Other methods accepted by the relevant authority.</p> <p><b>Comparison with Deemed-to Satisfy Provisions</b><br/>           Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform to an equivalent standard.</p> <p>The opinions of suitably qualified and experienced technical experts</p> |
|--|---|

#### SUPPORTING DOCUMENTATION

- Bassett Consulting Engineers "Minutes of Meeting" with South Australian Fire Services Fire Safety Department dated 3 May 2007, 5 February 2008, 15 February 2008 and 3 May 2008
- Bassett Consulting Engineers letter to South Australian Fire Services Fire Safety Department dated 26 May 2008
- Bassett Consulting Engineers "Memorandum" dated 24 July 2004
- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 25 July 2008



## PRESCRIBED INFORMATION



**Application:** LD/26/2008 (DAC: 020/C021/08 - Unique ID: 26817)  
**Applicant:** PIRIE STREET STAGE 1 P/L  
**Location:** AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000

### CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

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

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

### CONDITIONS OF LAND DIVISION CONSENT

- 1. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, shall be met.**

- 2. Payment of \$796,125 shall be made into the Planning and Development Fund (193 strata lots @\$4,125/strata lot).**

**Cheques shall 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, SA, 5001**

- 3. A certified survey plan shall be lodged with the Development Assessment Commission for Certificate purposes.**

- 4. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.**

**PRESCRIBED INFORMATION**



**DECISION NOTIFICATION FORM**

Application Dated: <b>2 March 2018</b>	Contact Officer: <b>Seb Grose 8203 7195</b>
Application Registered On: <b>2 March 2018</b>	File Reference: <b>LD/10/2018</b>

<b>Application:</b>	LD/10/2018
<b>Applicant:</b>	ABC WORLD P/L
<b>Location:</b>	AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000
<b>Description:</b>	Community Division - boundary adjustment - Lot 2001 relocated to roof level only

In respect of this proposed development you are informed that:

Category of Decision	Decision Status	Date of Decision	Number of Consents
Development Plan Consent	Granted	21 March 2018	1
Community Title Consent	Granted	21 March 2018	1
Development Approval	Granted	21 March 2018	2


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

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

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

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

**No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.**

- Date of Decision: **21 March 2018**
- State Planning Commission or delegate
  - Council Chief Executive Officer or delegate
  - Private Certifier
- Signed: 
- Date: **21 March 2018**
- Sheets Attached

Cc *State Planning Commission*



## PREScribed INFORMATION



**Application:** LD/10/2018  
**Applicant:** ABC WORLD P/L  
**Location:** AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000  
**Description:** Community Division - boundary adjustment - Lot 2001 relocated to roof level only

### CONDITION OF DEVELOPMENT PLAN CONSENT

1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:
  - Plan of Division prepared by Alexander and Symonds Surveying Consultants, Sheets 1, 10 and 11 of 11, dated 8 February 2018to the reasonable satisfaction of the Council except where varied by conditions below (if any).

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

### CONDITION OF COMMUNITY TITLE CONSENT

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

**Reason:** *To satisfy the requirement of the State Planning Commission.*

## PRESCRIBED INFORMATION



## DECISION NOTIFICATION FORM

Application Dated: <b>13 March 2018</b> Application Registered On: <b>13 March 2018</b>	Contact Officer: <b>Seb Grose 8203 7195</b> File Reference: <b>LD/11/2018</b>
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<b>Application:</b>	LD/11/2018
<b>Applicant:</b>	ABC WORLD P/L
<b>Location:</b>	AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000
<b>Description:</b>	Community Division - boundary adjustment - Lot 2202 relocated to roof level only

In respect of this proposed development you are informed that:

Item of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	21 March 2018	1
Community Title Consent	Granted	21 March 2018	1
Development Approval	Granted	21 March 2018	2

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


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

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

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

**No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.**

Date of Decision: **21 March 2018**  Development Assessment Commission or delegate

Signed:   Council Chief Executive Officer or delegate

Private Certifier

Date: **21 March 2018**  Sheets Attached

Cc State Planning Commission

## PREScribed INFORMATION



<b>Application:</b>	LD/11/2018
<b>Applicant:</b>	ABC WORLD P/L
<b>Location:</b>	AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000
<b>Description:</b>	Community Division - boundary adjustment - Lot 2202 relocated to roof level only

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

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

- Plan of Division prepared by Alexander and Symonds Surveying Consultants, Sheets 1 to 4, dated 8 February 2018

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

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

### CONDITIONS OF COMMUNITY TITLE CONSENT

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

**Reason:** *To satisfy the requirements of the State Planning Commission*

## PRESCRIBED INFORMATION



## DECISION NOTIFICATION FORM

Application Dated: <b>30-May-2016</b>	File Reference: <b>F/DA/0347/2016</b>
Application Registered On: <b>01-Jun-2016</b>	Contact Officer: <b>Kristen Mackintosh 8203 7682</b>

<b>Application:</b>	DA/347/2016
<b>Applicant:</b>	ABC WORLD P/L
<b>Location:</b>	Signage Wall, Level 13 147 Pirie Street, ADELAIDE SA 5000
<b>Description:</b>	Erect internally illuminated sign on building.

In respect of this proposed development you are informed that:

Nature Of Decision	Decision Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	22 June 2016	1
Building Rules Consent	Granted	4 August 2016	0
Development Approval	Granted	16 August 2016	1

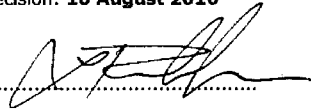
~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

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

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

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

Date of Decision: **16 August 2016**  Development Assessment Commission or delegate

Signed:   Council Chief Executive Officer or delegate

Private Certifier

Date: **17.8.2016**  1 Sheet Attached

## PREScribed INFORMATION



**Application:** DA/347/2016  
**Applicant:** ABC WORLD P/L  
**Location:** Signage Wall, Level 13 147 Pirie Street, ADELAIDE SA 5000  
**Description:** Erect internally illuminated sign on building.

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

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

- **Signarama Drawings for ABC World dated 16/05/2016**


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

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

### CONDITIONS OF BUILDING RULES CONSENT

**Private Certifier Tecon Australia imposes nil conditions (Ref:160438)**

**PRESCRIBED INFORMATION**

 <b>CITY OF ADELAIDE</b>	<b>DECISION NOTIFICATION FORM</b>
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Application Registered On: <b>10 August 2017</b>	Contact Officer: <b>Kristen Mackintosh 8203 7682</b>
Application Dated: <b>4 August 2017</b>	File Reference: <b>DA/504/2017</b>

<b>Application:</b>	DA/504/2017
<b>Applicant:</b>	ABC WORLD SA and Mr S Sopota
<b>Location:</b>	AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000
<b>Description:</b>	Erect internally illuminated sign on north facing parapet of building.

In respect of this proposed development you are informed that:



<b>Development Plan Consent</b>	<b>Granted</b>	<b>6 November 2018</b>	<b>1</b>
<b>Building Rules Consent</b>	<b>Granted</b>	<b>7 November 2018</b>	<b>0</b>
<b>Development Approval</b>	<b>Granted</b>	<b>8 November 2018</b>	<b>1</b>

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

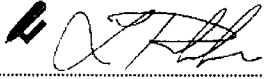
~~# representation(s) from third parties concerning your category 3 proposal were received.~~

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

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

**No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.**

Date of Decision: 8 November 2018

Signed: 

State Planning Assessment Commission or delegate

Council Chief Executive Officer or delegate

Private Certifier

Date: 08/11/2018

Pages

## PREScribed INFORMATION



**Application:** DA/504/2017  
**Applicant:** ABC WORLD SA and Mr S Sopota  
**Location:** AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000  
**Description:** Erect internally illuminated sign on north facing parapet of building.

### CONDITIONS OF DEVELOPMENT PLAN CONSENT


1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:
  - Signage Plan prepared by Signarama, dated 3 August 2017to the reasonable satisfaction of the Council except where varied by conditions below (if any).

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

### CONDITIONS OF BUILDING RULES CONSENT

Nil conditions have been imposed by Private Certifier TECON AUSTRALIA P/L (Ref: 160438)

## PRESCRIBED INFORMATION

 <b>CITY OF ADELAIDE</b>	<b>DECISION NOTIFICATION FORM</b>
---	-----------------------------------

Application Registered On: <b>22 July 2020</b>	Contact Officer: <b>Matthew Wilson 8203 7406</b>
Application Dated: <b>20 July 2020</b>	File Reference: <b>DA/376/2020</b>

<b>Application:</b>	DA/376/2020
<b>Applicant:</b>	COMMUNITY CORPORATION NO 25624 INC
<b>Location:</b>	AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000
<b>Description:</b>	Removal of existing panels and replace

In respect of this proposed development you are informed that:

Consent/Approval	Status	Date	Count
Development Plan Consent	Granted	21 August 2020	1
Building Rules Consent	Granted	20 October 2020	0
Development Approval	Granted	20 October 2020	1

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

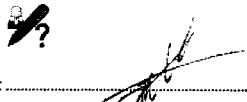
~~# representation(s) from third parties concerning your category 3 proposal were received.~~

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

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

**No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.**

Date of Decision: 20 October 2020

Signed: 

Date: 20 October 2020

- State Planning Assessment Commission or delegate
- Council Chief Executive Officer or delegate
- Private Certifier
- Pages



## PREScribed INFORMATION



**Application:** DA/376/2020  
**Applicant:** COMMUNITY CORPORATION NO 25624 INC  
**Location:** AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000  
**Description:** Removal of existing panels and replace

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. **The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**
  - Plans and details from the COMMUNITY CORPORATION NO 25624 INC received – 20 July 2020
  - Additional plans from COMMUNITY CORPORATION NO 25624 INC received – 21 August 2020

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

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

### CONDITIONS OF BUILDING RULES CONSENT

**Nil Conditions Imposed**

PREScribed INFORMATION

Attachment - ERD Proceedings

IN THE ENVIRONMENT, RESOURCES & DEVELOPMENT COURT OF SOUTH AUSTRALIA

NO. 254 of 2007

BETWEEN

URBAN CONSTRUCT PTY LTD  
Appellant

- and -

ADELAIDE CITY COUNCIL  
Respondent

ORDER

Commissioner: Commissioner Green  
Date of conference: Concluding by correspondence on 11 September 2007  
Date of order: 11 September 2007

BY CONSENT THE COURT ORDERS that:

A. Development Plan consent is granted for the demolition of existing buildings and the construction of one (1) 15 level office and one (1) 14 level office building, with ground level retail tenancies, ancillary car parking and other facilities ("the Development") at 131-147 Pirie Street and 42-56 Hyde Street, Adelaide SA 5000 being the land comprised within Certificates of Title Register Book Volume 5798 Folio 789, Volume 5491 Folio 204, Volume 5027 Folio 947, Volume 5474 Folio 133, and Volume 5782 Folio 248 ("the Land") (Development Application No. 266/2007) subject to the following reserved matters, conditions and advices:

Reserved Matters

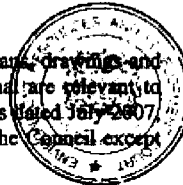
Pursuant to Section 33(3) of the *Development Act, 1993*, decisions on the following matters are reserved for further assessment pending the provision of additional information (and must be resolved prior to granting of Development Approval):

- The final selection of external building materials, finishes and colours.
- The provision of an energy audit by an appropriately qualified professional demonstrating energy efficiency.
- The final design and location of the roof plant, ventilators and any other roof top services.

The Council reserves the right to impose conditions in relation to these reserved matters.

Conditions

1. The Development shall be undertaken in accordance with the plans, drawings and specifications and other documents submitted to the Council that are relevant to Development Application No. 266/2007 including amended plans filed July 2007 attached hereto and marked Exhibit "A", to the satisfaction of the Council except where varied by conditions below (if any):



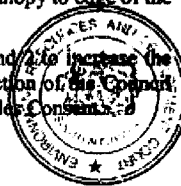
SCANNED CRU 17/09/2007 09:28:26

## PRESCRIBED INFORMATION

2

2. Where stormwater disposal from the site is required, the following requirements shall be complied with:
  - The connection of stormwater to any part of Council's underground drainage system shall be in accordance with the Council's standard design requirements.
  - The applicant must ensure that stormwater run off from the proposed balconies is contained within the balcony perimeter, collected and discharged to the building stormwater system. All down pipes required to discharge the balcony stormwater run off must be installed within the property boundary.
3. Adequate shower, change and locker facilities to cater for cyclists shall be provided on each floor of the development to meet the needs of the building occupants.
4. An adequate number of publicly accessible bicycle parking spaces shall be provided on-site within proximity to the main entrances to the development and shall be well lit and signposted.
5. Roof water collected shall be re-used for toilet flushing or alternative similar uses within the development to the reasonable satisfaction of the Council.
6. Vehicle entrances are to be designed in accordance with AS2890.1-2004 to ensure that the underside of vehicles do not scrape the footpath/road surface.
7. The front foyer for each building shall incorporate public art (as per the letter from Woodhead Architects dated 21 June 2007) to the reasonable satisfaction of the Council.
8. Final details of the design and detailing of the section of ground level elevation to Hyde Street incorporating the solid wall and vehicle entrance that incorporates artwork shall be provided to the reasonable satisfaction of the Council.
9. An impermeable screen of no higher than 2 metres shall be installed on the Level 12 L-shaped balcony of the west building in accordance with the requirement set out in the Wind Environment Report by Windtech Consultants Pty Ltd dated 17 May 2007.
10. The existing Certificates of Title (CT5491/204, CT5027/947, CT5474/133, and CT5782/248) shall be merged and all existing easements and rights of way on these allotments shall be extinguished prior to occupation of the new buildings on the site.
11. The door to the fire exit for each building on the Pirie Street entrance shall be brought forward to the front building alignment to avoid an entrapment area being created.
12. The canopies/verandahs over the Pirie Street and Hyde Street footpaths must meet the following minimum clearances:
  - A 3 metre vertical clearance above the footpath.
  - A 600mm horizontal clearance from the outer edge of the canopy to edge of the kerb.
13. The final detail of the balustrade to the balcony on Levels 1 and 2 to increase the extent of metal fins shall be provided to the reasonable satisfaction of the Council prior to or at the time of application for Provisional Building Rules Consent.

SCANNED CRU 17/09/2007 09:28:27



**PRESCRIBED INFORMATION**

3

14. The depth of fascia for the canopy on the west building shall be increased to the reasonable satisfaction of the Council.

B. A copy of Exhibit A shall remain on the Court file.



SCANNED CRU 17/09/2007 09:28:27

## **PRESCRIBED INFORMATION**

### **Attachment – Change of Use**

**DA/0266/2007** - Demolish existing office buildings and construct 2, 15 level office buildings with ground level retail tenancies.

**DA/0266/2007 - Variation** - internal alterations to increase the number of office units by 43 and change of land use of units 301b & 310 from 'office' to 'consulting room' - construction stage 3 - architectural & services fit-out.

**DA/715/2009** - Change in use to consulting rooms including alterations & additions for new Dental Fitout.

**DA/973/2009** - Internal alterations and use as café.

**DA/857/2011** - Internal alterations and partial change of use to studio/pilates - level 2.

**DA/70/2012** - Internal alterations and change the use from office to consulting rooms.

**DA/121/2013** - Internal alterations and fit-out for use as dental clinic.

**DA/47/2017** - Internal alterations and fit out, to change the use from office to consulting rooms.

**ID 21041720** - Unit 904 - 147 Pirie Street - Change of use from office to consulting room.

## **ADVICE ONLY**

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



PRESCRIBED INFORMATION

## Data Extract for Section 7 search purposes

Valuation ID 0205201789

**Data Extract Date:** 01/02/2023

**Parcel ID:** C25624 F415

**Certificate Title:** CT6041/662

**Property Address:** UNIT 415 147 PIRIE ST ADELAIDE SA 5000

Zones

Capital City (CC)

Subzones

No

Zoning overlays

Overlays

**Airport Building Heights (Regulated) (All structures over 130 metres AHD)**

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

**Affordable Housing**

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

**Building Near Airfields**

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

**Design**

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

**Hazards (Flooding - Evidence Required)**

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

**Noise and Air Emissions**

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

**Prescribed Wells Area**

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

## PRESCRIBED INFORMATION

### Regulated and Significant Tree

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

Is there a tree or stand of trees declared to be a significant tree or trees in the Planning and Design Code

No

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

GIS Dataset

**LMAS**

No

<b>PURPOSE:</b> PRIMARY COMMUNITY STRATA  <b>MAP REF:</b> 6628/42JU  <b>LAST PLAN:</b> F51044	<b>AREA NAME:</b> ADELAIDE  <b>COUNCIL:</b> THE CORPORATION OF THE CITY OF ADELAIDE  <b>DEVELOPMENT NO:</b> 020/C010/14/001/38299, 020/C006/18/001/51609, 020/C021/08/001/22127	<b>APPROVED:</b> STEVE ANDREWS 10/04/2018  <b>DEPOSITED:</b> CARMEL BRIDGART 12/08/2009	 <h1 style="margin: 0;">C25624</h1> SUBSTITUTE SHEET SHEET 1 OF 11  62007_text_01_v21_Version_21
<b>AGENT DETAILS:</b> ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099  <b>AGENT CODE:</b> ALSY <b>REFERENCE:</b> A023814COMM(ZZ)			
<b>SURVEYORS CERTIFICATION:</b> I FRANCO REA, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 9th day of April 2018 Franco Rea Licensed Surveyor			
<b>SUBJECT TITLE DETAILS:</b> PREFIX VOLUME FOLIO OTHER PARCEL CT 5798 789 882 NUMBER PLAN F 181724 ADELAIDE TOWN HUNDRED / IA / DIVISION NUMBER OTHER TITLES AFFECTED: CT 6041/595, CT 6118/408, CT 6041/781			
<b>EASEMENT DETAILS:</b> STATUS LAND BURDENED FORM CATEGORY IDENTIFIER PURPOSE IN FAVOUR OF CREATION NEW COMMON PROPERTY LONG EASEMENT(S) WITH LIMITATIONS E FOR ELECTRICITY PURPOSES DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)			
<b>ANNOTATIONS:</b> LOT(S) 2001 EXISTS ABOVE A LEVEL OF 88.5 METRES AHD AND BELOW A LEVEL OF 97.4 METRES AHD. SEE CROSS SECTIONS AA-AA, BB-BB, CC-CC. (SHEET 11), DD-DD (SHEET 10). ENCROACHMENT OF BALCONIES OCCURS OVER PIRIE STREET. ENCROACHMENT OF LEDGE OCCURS OVER PIRIE STREET. ENCROACHMENT OF AWNINGS OCCURS OVER PIRIE STREET AND NAYLOR STREET. ENCROACHMENT OF CONCRETE FEATURE OCCURS OVER NAYLOR STREET. ENCROACHMENT OF DECORATIVE FACADE OCCURS OVER NAYLOR STREET. FOR HEIGHT LIMITATIONS OF LOT 2001 REFER TO CROSS SECTIONS AA-AA (SHEET 11), DD-DD (SHEET 10).			



# C25624

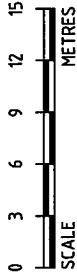
SHEET 2 OF 11

62007\_pland\_1\_V03\_Version\_21

BEARING DATUM:  $\odot$  -  $\odot$  85°06'10"

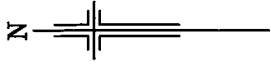
DERIVATION: F51044 ADOPTED

TOTAL AREA: 1308m<sup>2</sup>



EASEMENT LIMITATION(S) SCHEDULE	
IDENTIFIER	HEIGHT LIMITATION
E	UPPER LIMIT 49.64 METRES AHD LOWER LIMIT 46.60 METRES AHD

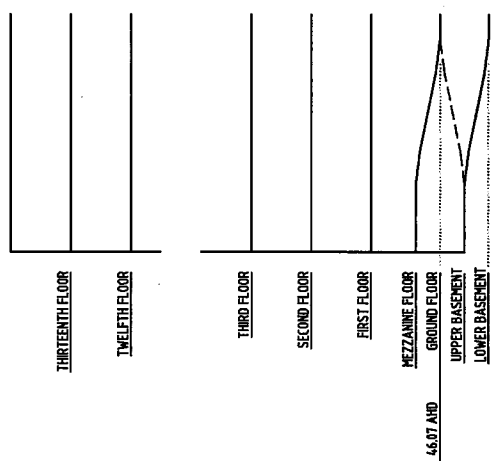
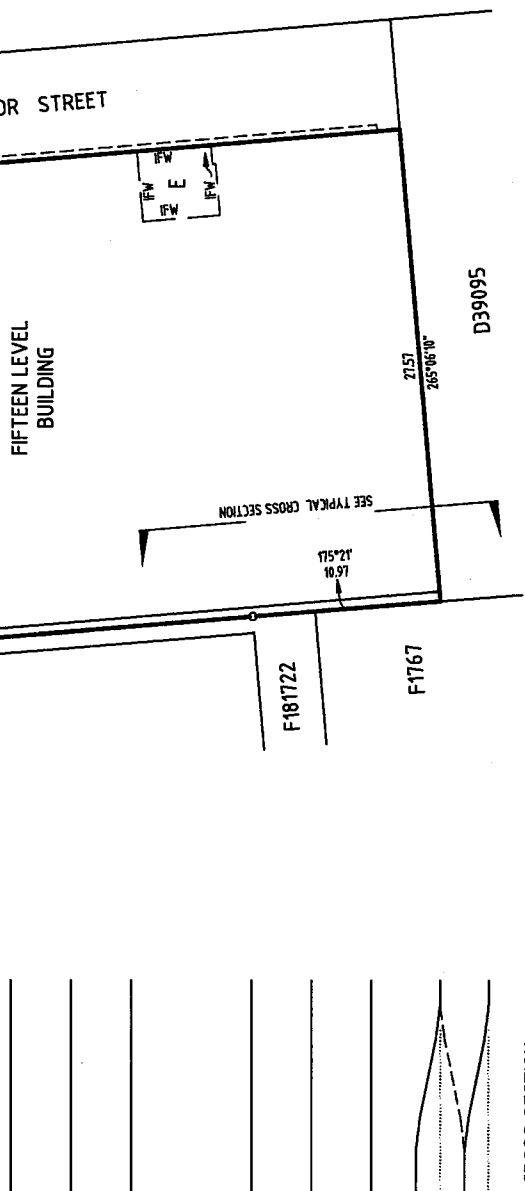
LEGEND	
IFW	INSIDE FACE OF WALL



PIRIE STREET

NAYLOR STREET

HYDE STREET



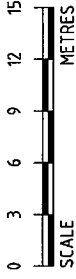
SITE PLAN

**Alexander & Symonds Pty. Ltd.**  
 11 KING WILLIAM STREET, KENT TOWN  
 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE: A008207COMM(Y) AURORA  
 JG: 29/07/2009

# C25624

SHEET 3 OF 11

62007\_pland\_2\_V05\_Version\_21



THE LOWER AND UPPER LIMITS OF A LOT SHOWN AS DIMENSIONAL BOUNDARIES. EXISTING FLOOR LEVELS AND ABOVE GROUND LEVELS ARE SHOWN UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE. COLUMNS ARE PRIMARY COMMON PROPERTY.

LEGEND	
FHR	FIRE HOSE REEL
STT	STRAIGHT (LINE)
FCP	FACE OF COLUMNS AND PRODUCTION
DCP	DENOTES COLUMN
IFW	INSIDE FACE OF WALL
CCP	COLUMNS AND CENTRELIN PRODUCTION
F	FENCE
FWP	FACE OF WALL AND PRODUCTION
IFP	INSIDE FACE OF PILES
IFPP	INSIDE FACE OF PILES AND PRODUCTION

PIRIE STREET

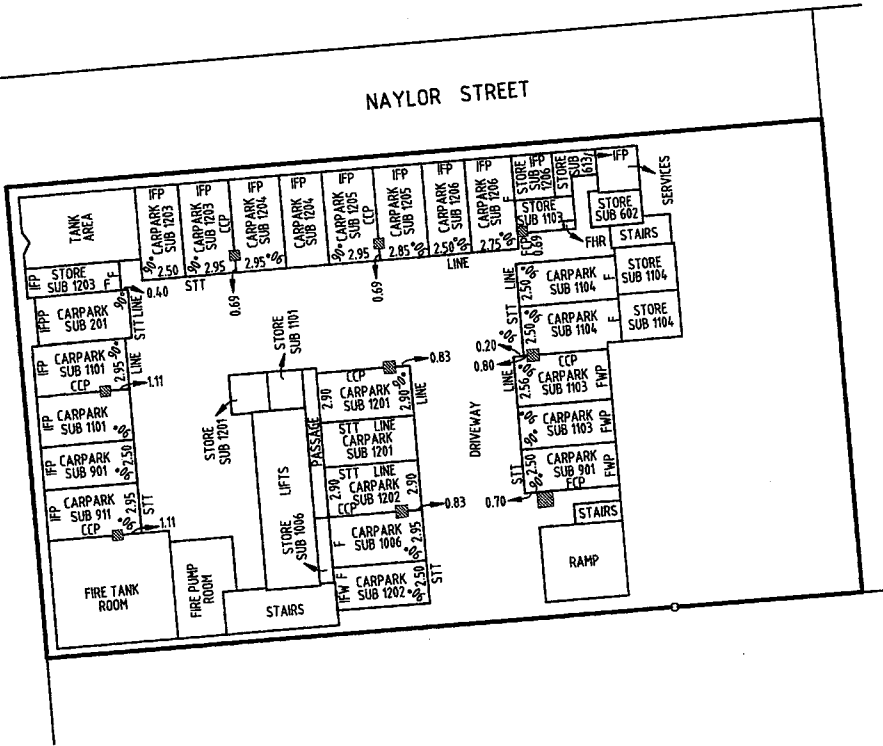
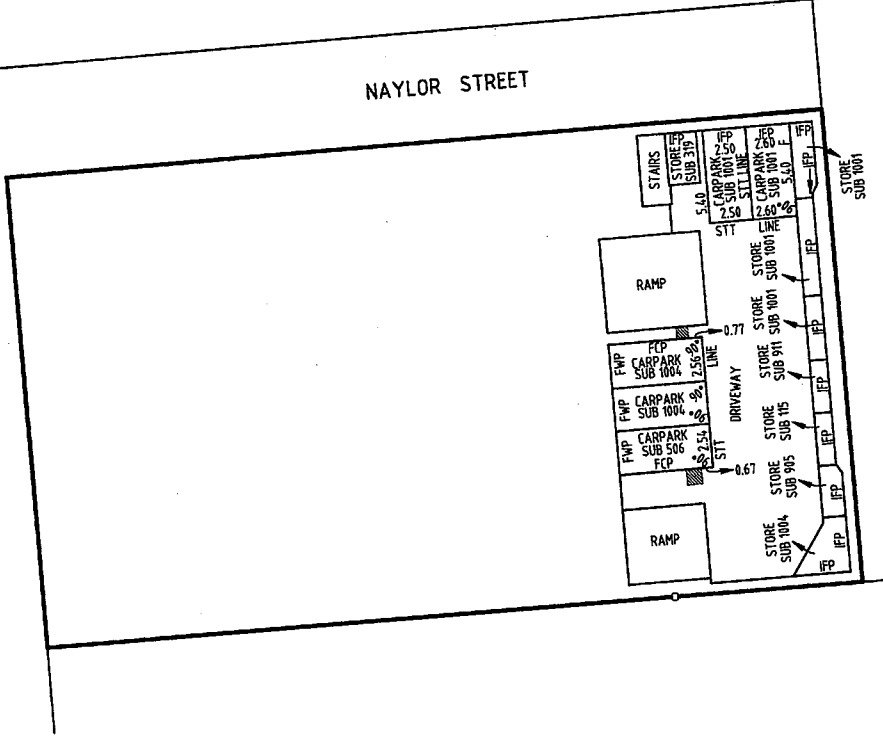
NAYLOR STREET

UPPER BASEMENT

NAYLOR STREET

PIRIE STREET

LOWER BASEMENT

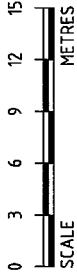


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 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE A00820T1COMM21  
 AURORA  
 JG 4/08/2009

# C25624

SHEET 4 OF 11

62007\_pland\_3\_V05\_Version\_21



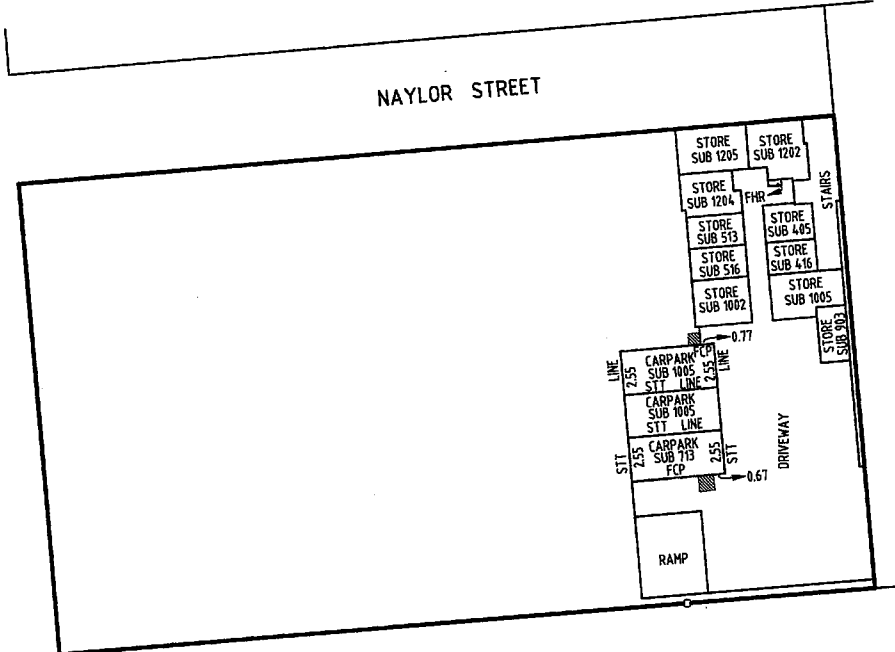
THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK ARE EXISTING FLOOR LEVEL AND 3 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES.  
 BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE.  
 COLUMNS ARE PRIMARY COMMON PROPERTY.

## SUBSTITUTE SHEET

LEGEND	
FHR	FIRE HOSE REEL
STT	STRAIGHT LINE
FCP	FACE OF COLUMNS AND PRODUCTION
⊕	DENOTES COLUMN
IFW	INSIDE FACE OF WALL
F	FENCE
FWP	FACE OF WALL AND PRODUCTION

PIRIE STREET

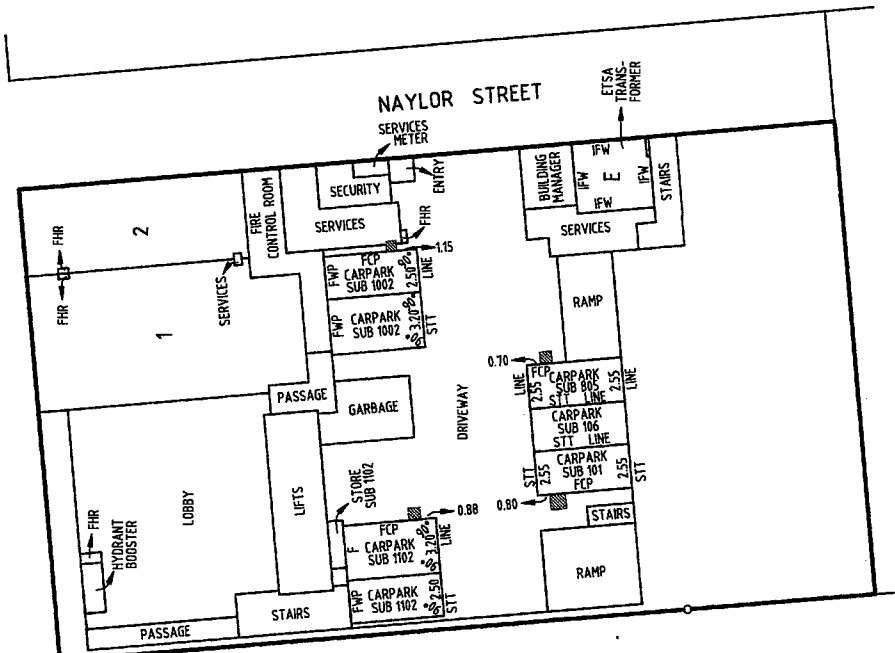
NAYLOR STREET



MEZZANINE FLOOR LEVEL

PIRIE STREET

NAYLOR STREET



GROUND FLOOR LEVEL

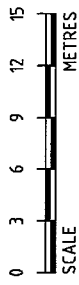


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 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE A008207(CMMIZI) AURORA  
 JG 29/07/2009

# C25624

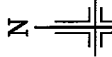
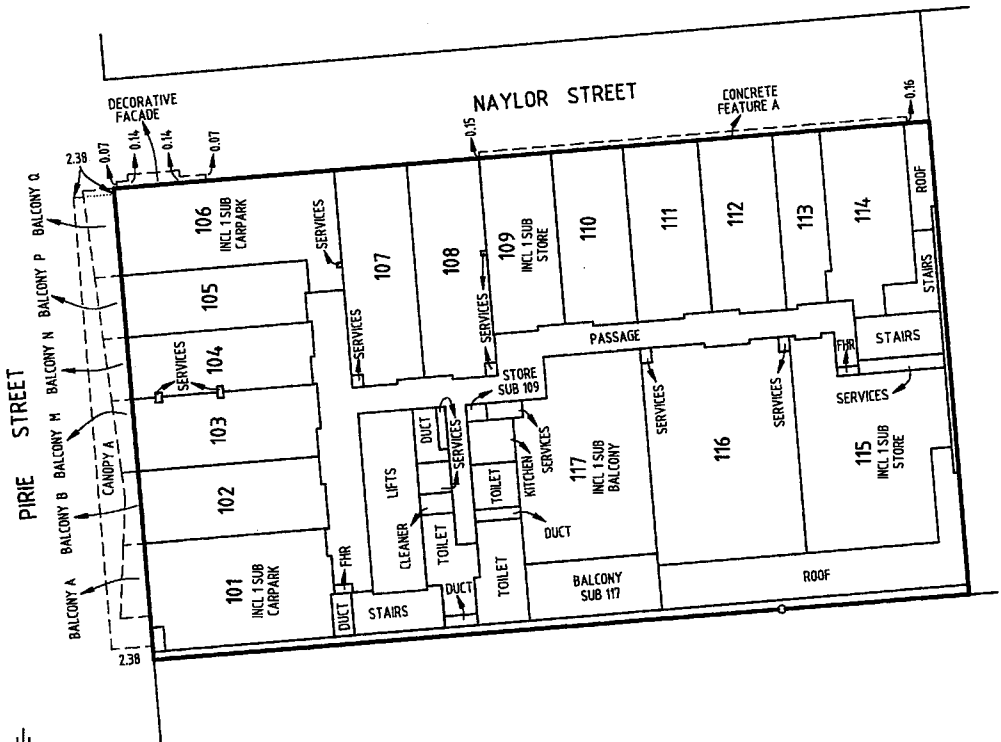
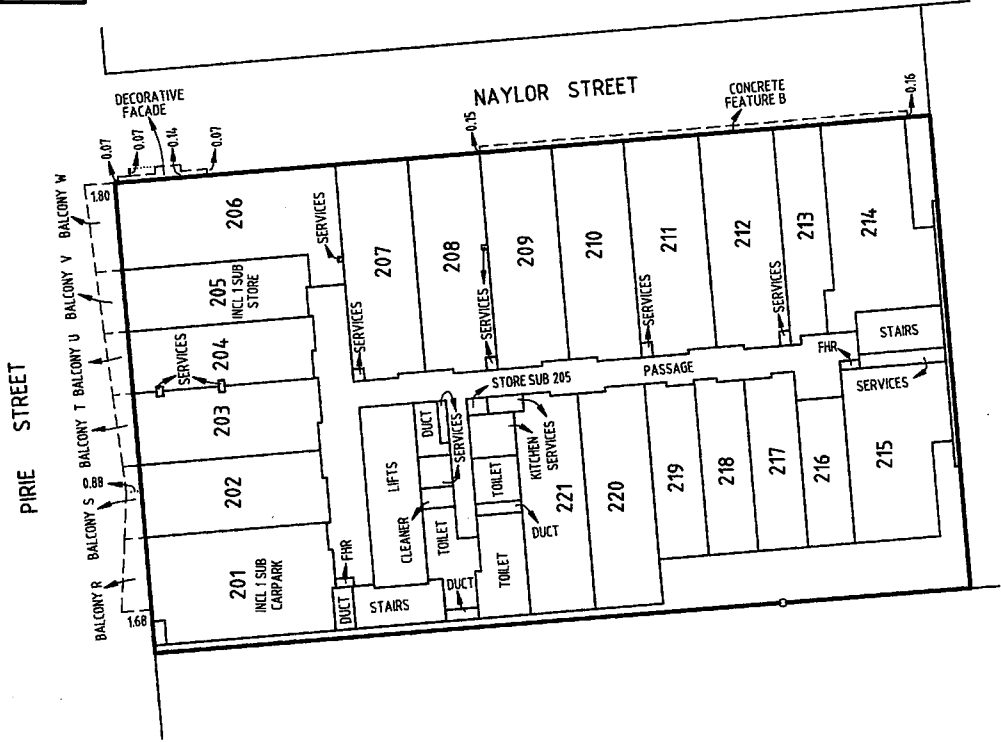
SHEET 5 OF 11

62007\_pland\_4\_V04\_Version\_21



SUBSTITUTE SHEET

FHR	FIRE HOSE REEL
LEGEND	

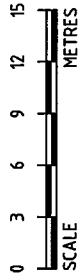


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 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE A082020COMMIZI AURORA  
 JG 29/07/2009

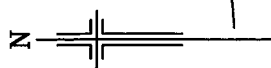
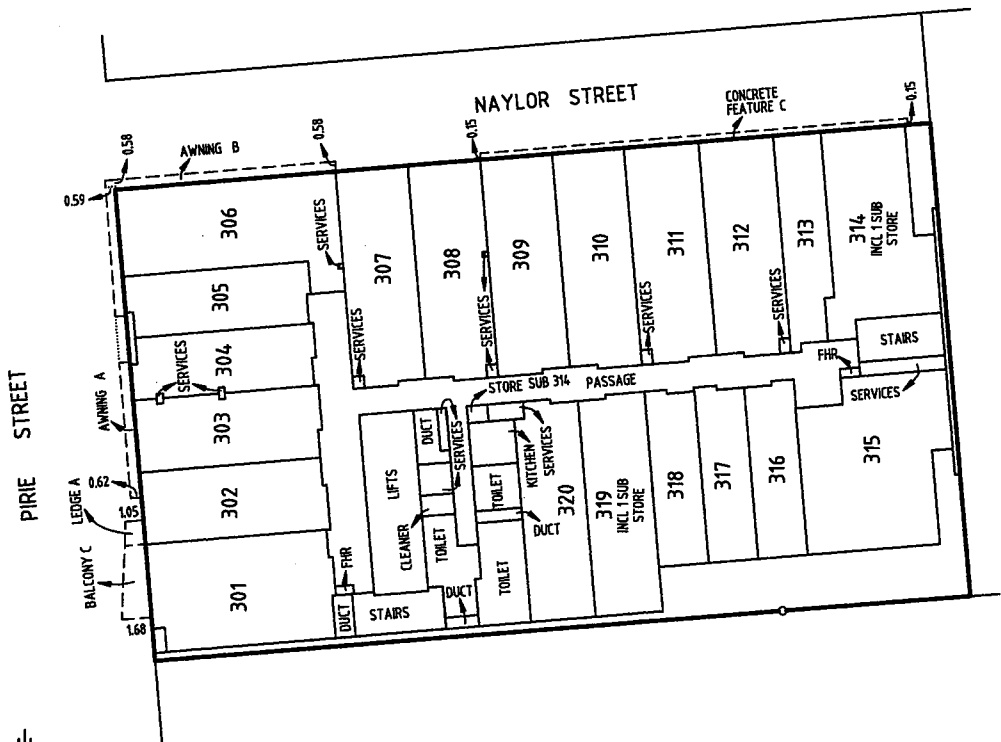
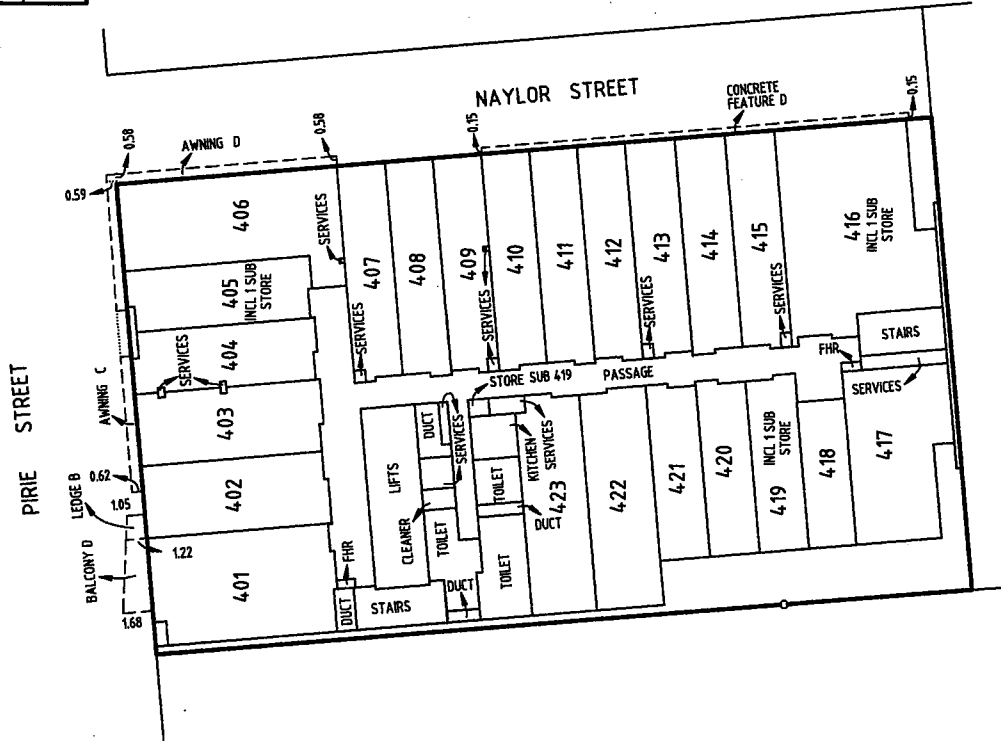
C25624

SHEET 6 OF 11

62007\_pland\_5\_V03\_Version\_21



FHR	LEGEND
	FIRE HOSE REEL



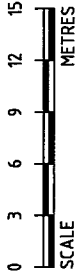
**Alexander & Symonds Pty. Ltd.**  
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 P.O. BOX 1000 KENT TOWN 5071  
 Tel. (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE: A008207COMMYJ  
 JG 29/07/2009

AURORA

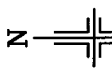
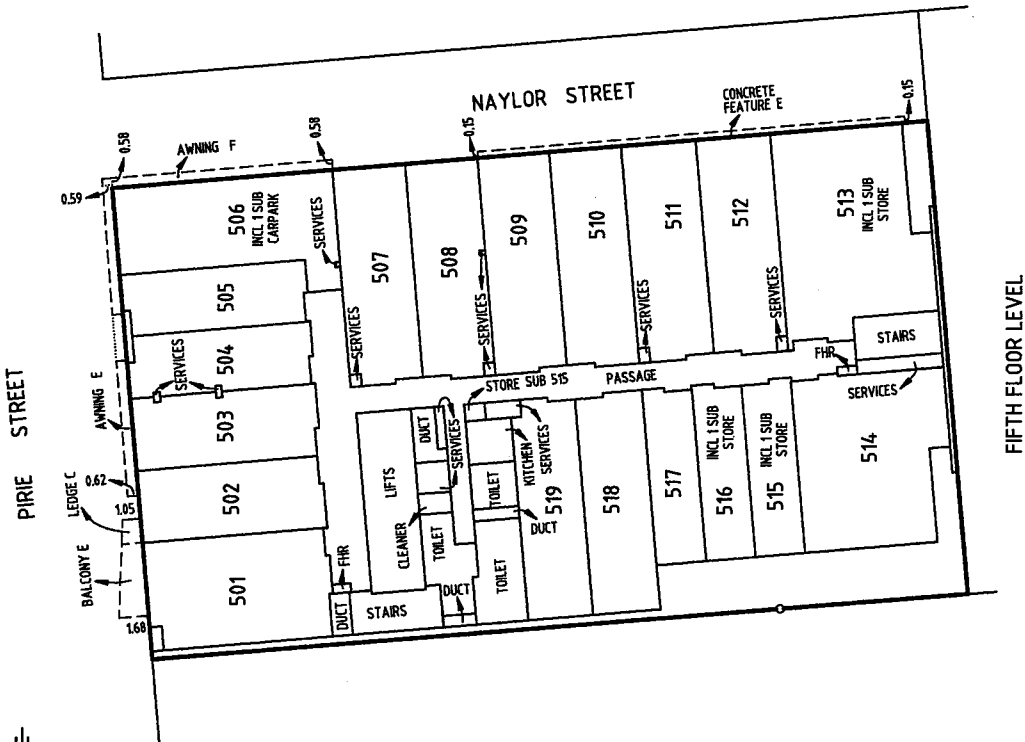
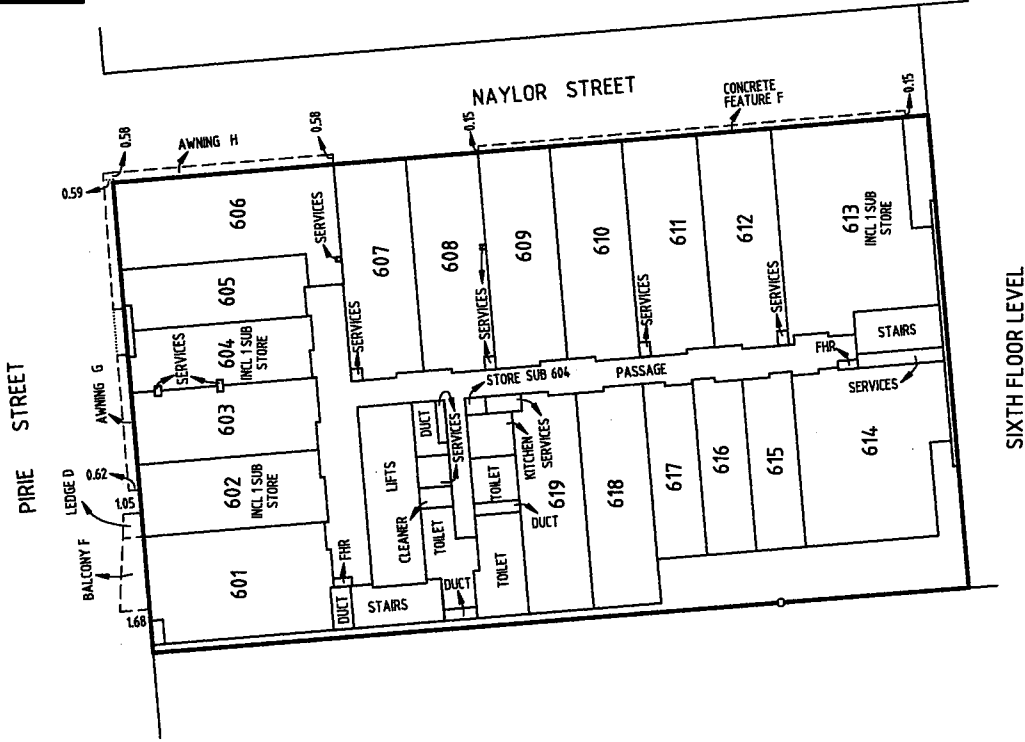
# C25624

SHEET 7 OF 11

62007\_pland\_6\_V03\_Version\_21



FHR	FIRE HOSE REEL
LEGEND	

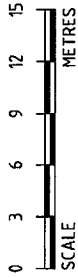


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 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE A00820(COMMY)  
 AURORA  
 JG 29/07/2009

# C25624

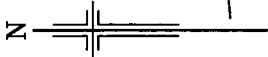
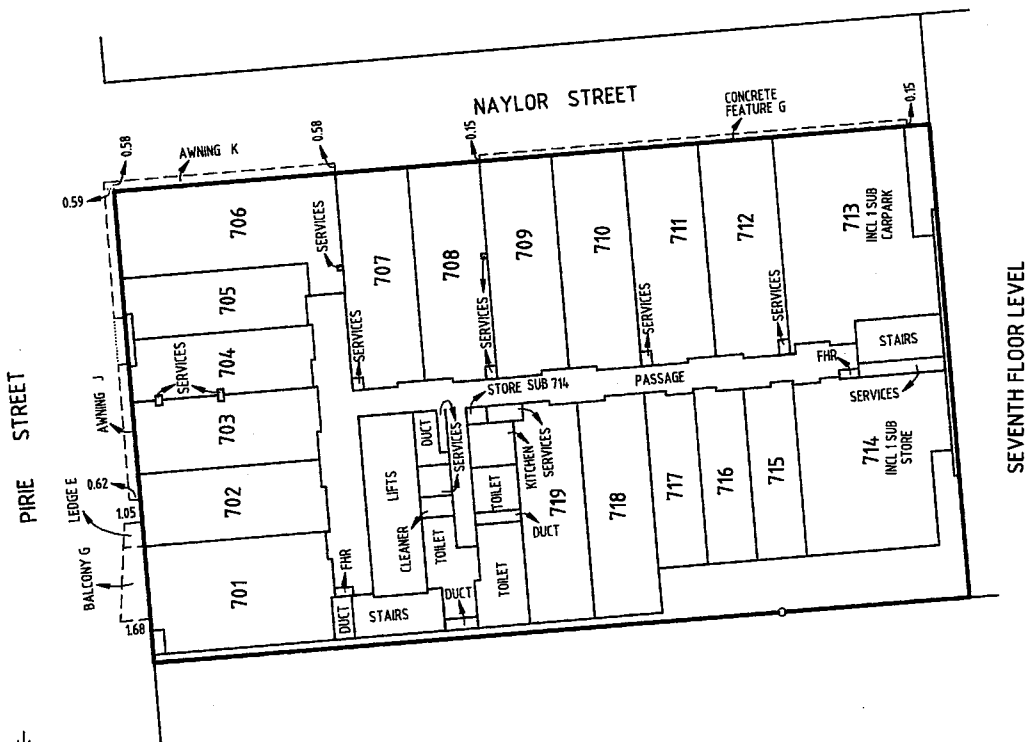
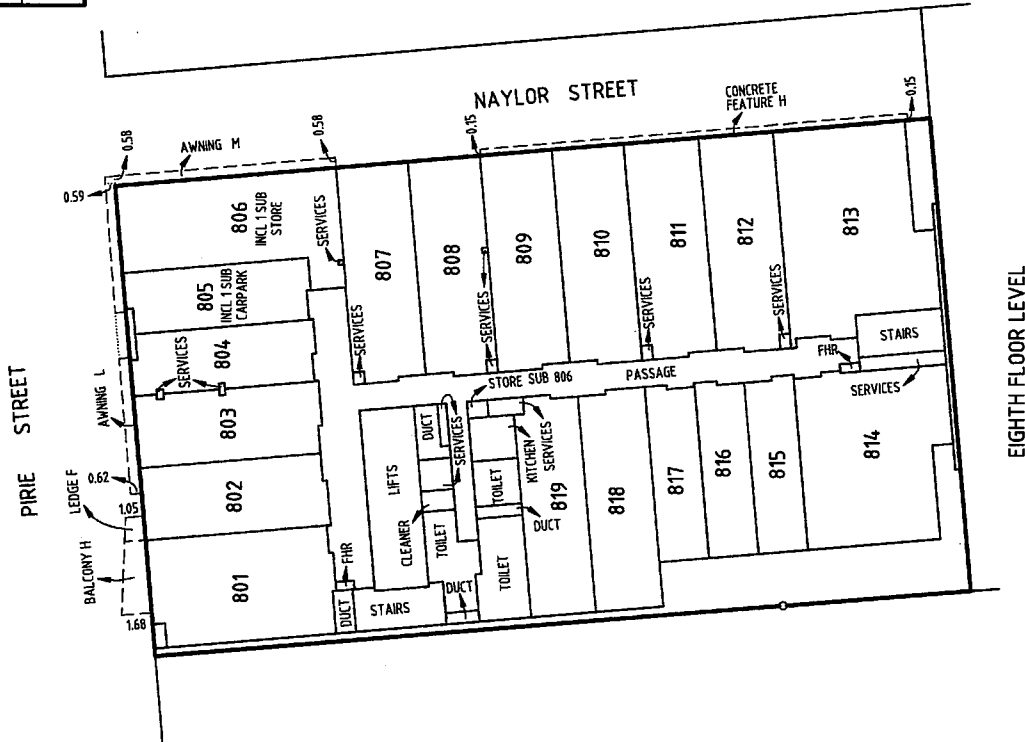
SHEET 8 OF 11

62007\_pland\_7\_V04\_Version\_21



SUBSTITUTE SHEET

LEGEND
FHR FIRE HOSE REEL

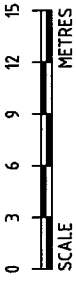


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 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE: A008207COMMIZI AURORA  
 JG 29/07/2009

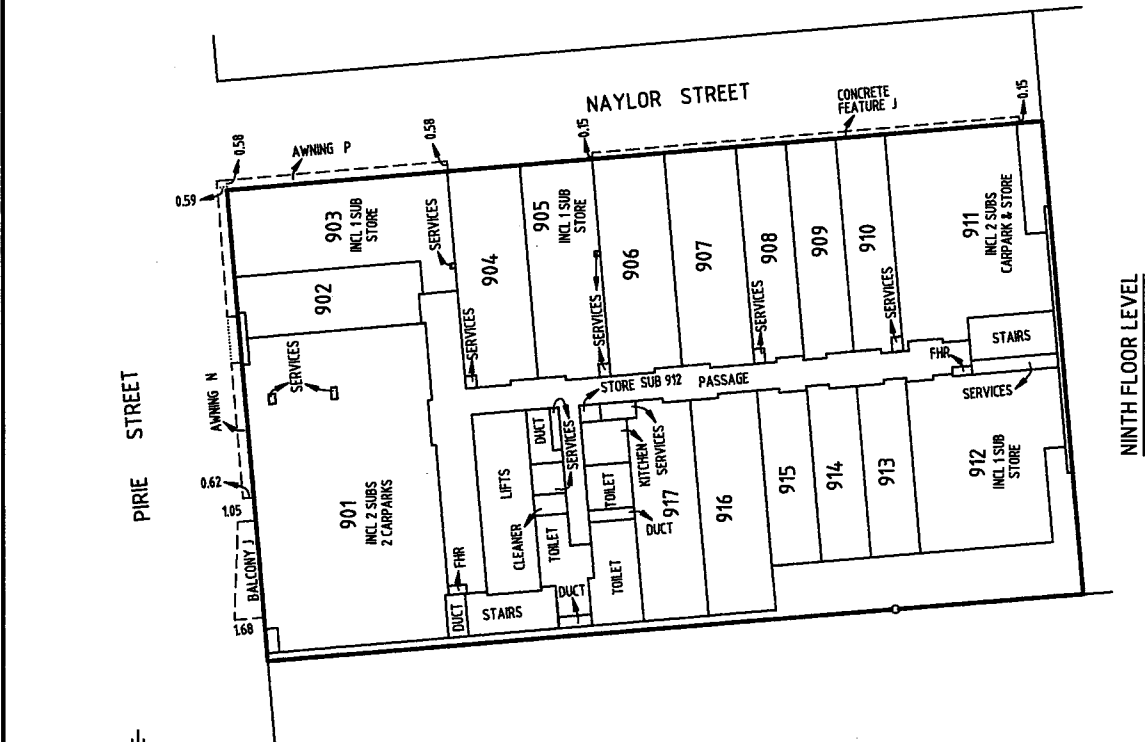
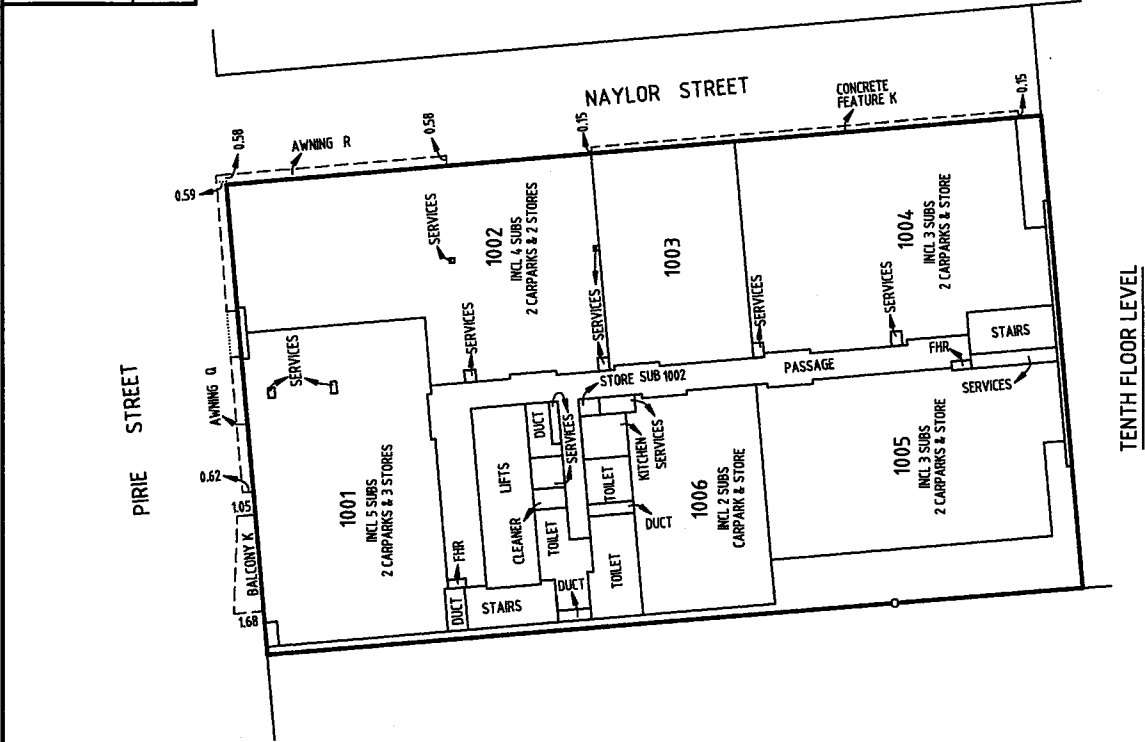
# C25624

SHEET 9 OF 11

62007\_pland\_8\_V03\_Version\_21



LEGEND
FHR FIRE HOSE REEL



## Alexander & Symonds Pty. Ltd.

11 KING WILLIAM STREET, KENT TOWN  
 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE: A008207COMMY)  
 JG 29/07/2009

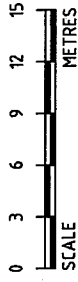
AURORA



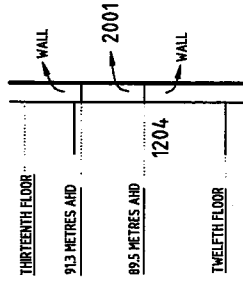
**C25624**

SHEET 10 OF 11

62007\_pland\_9\_V04\_Version\_21



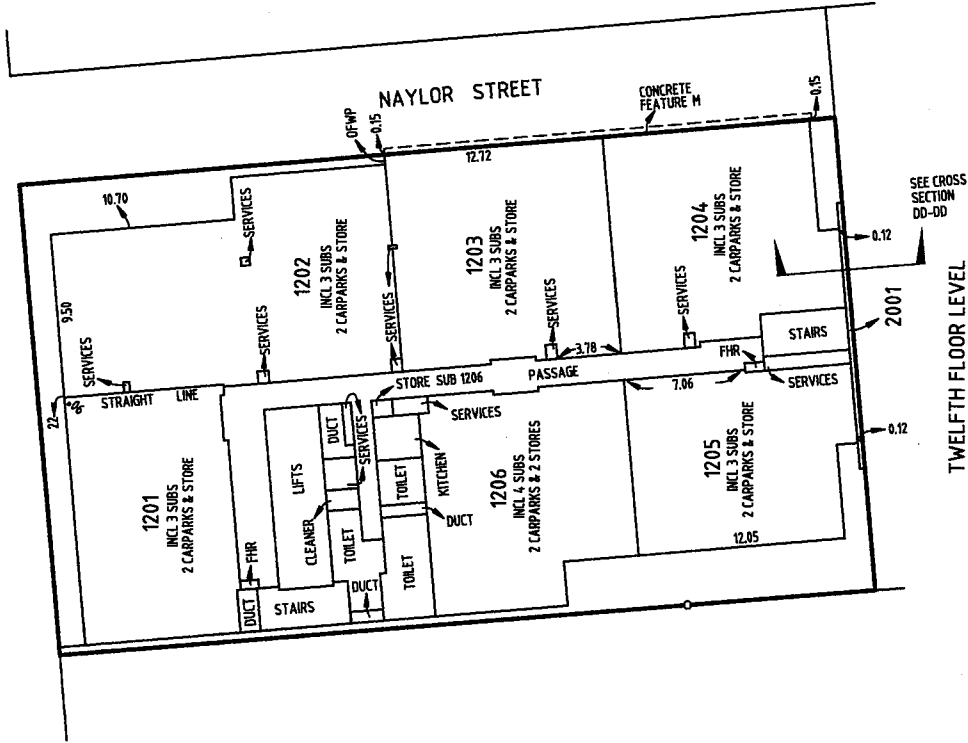
THE UPPER LIMIT OF LOT SUBSIDIARY SHOWN AS  
BALCONY 1001 IS 250 METRES ABOVE THE TILES.



**SUBSTITUTE SHEET**

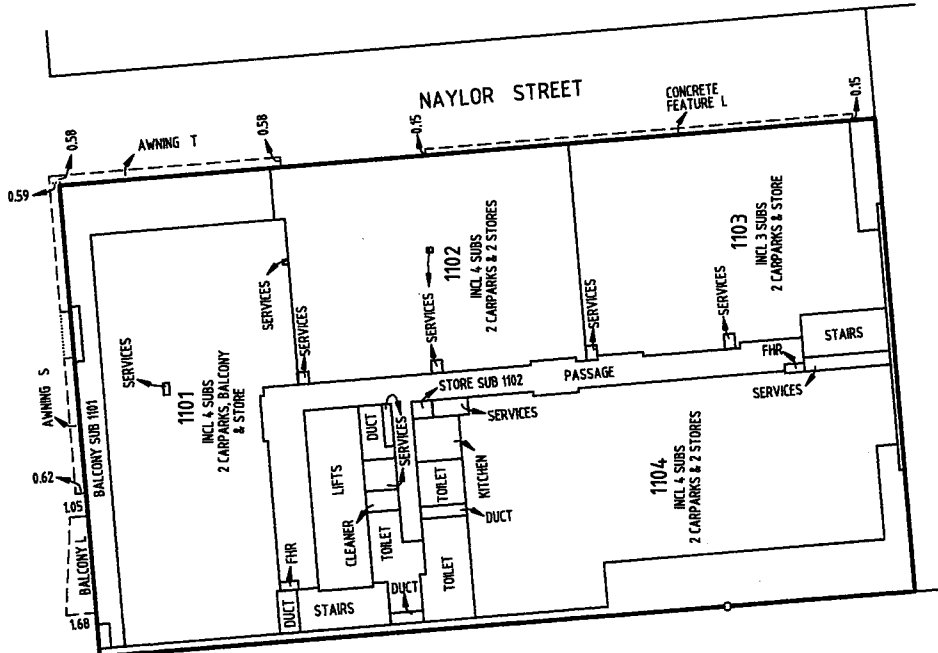
PIRIE STREET

NAYLOR STREET



PIRIE STREET

NAYLOR STREET



LEGEND	
FHR	FIRE HOSE REEL
OPWP	OUTSIDE FACE OF WALL PRODUCED
DFGP	OUTSIDE FACE OF GLASS PRODUCED

N



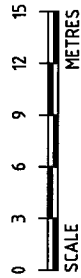
**Alexander & Symonds Pty.Ltd.**  
 11 KING WILLIAM STREET, KENT TOWN  
 P.O. BOX 7000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE A008207CDMM1ZZ1 AURORA  
 JG 8/02/2018 A012018.00

**SUBSTITUTE SHEET**

**C25624**

SHEET 11 OF 11

62007\_pland\_10\_V05\_Version\_21

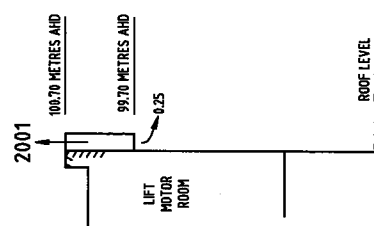
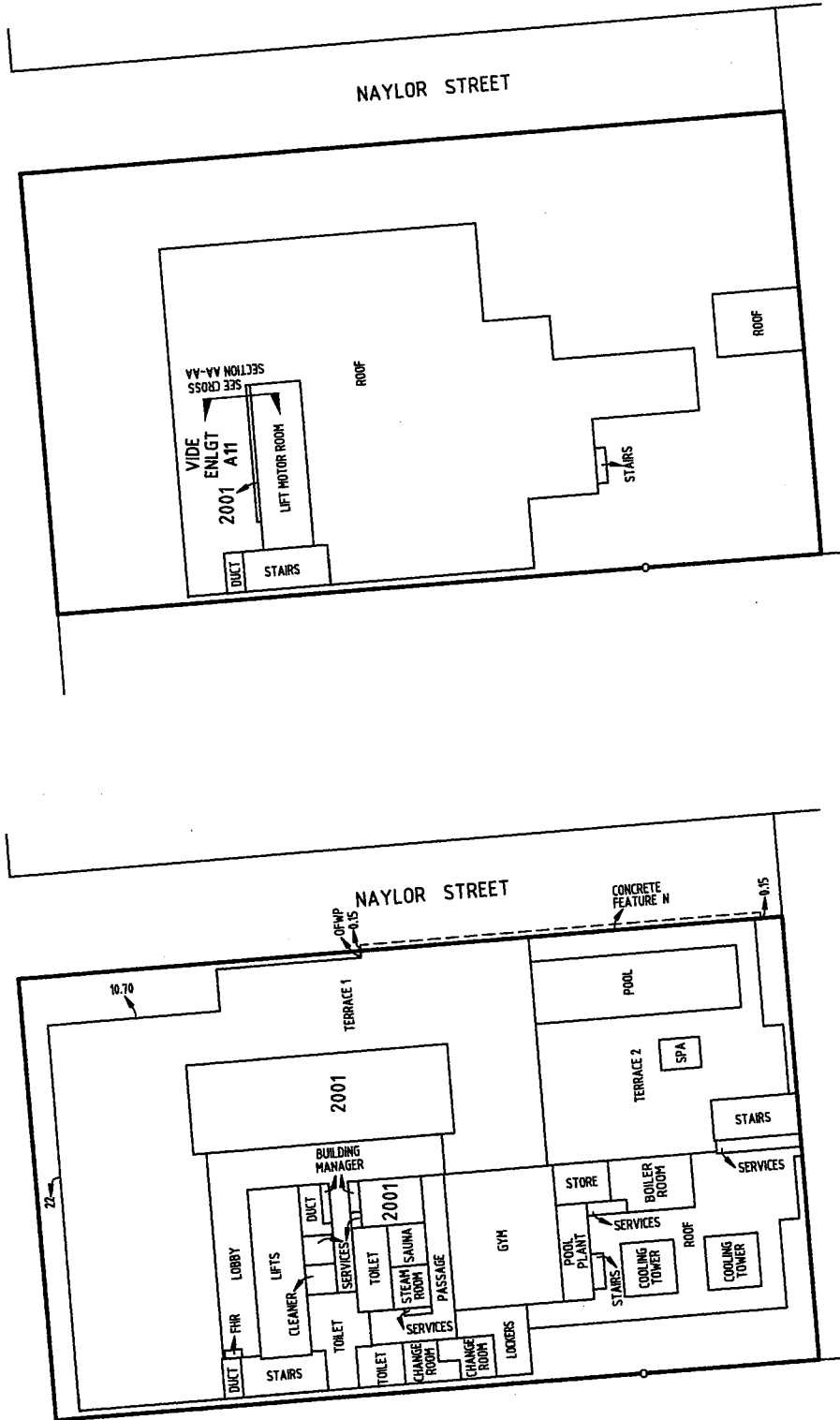


PIRIE STREET

NAYLOR STREET

PIRIE STREET

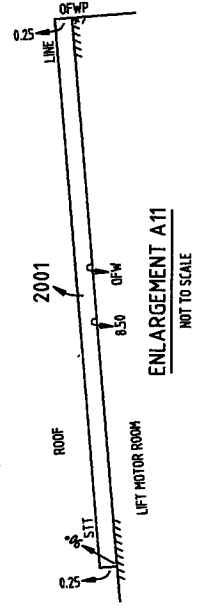
NAYLOR STREET



**CROSS SECTION AA-AA**  
NOT TO SCALE

LEGEND	
FHR	FIRE HOSE REEL
OPW	OUTSIDE FACE OF WALL PRODUCED
OFWP	OUTSIDE FACE OF WALL PRODUCED
OFGP	OUTSIDE FACE OF GLASS PRODUCED
STT	STRAIGHT LINE

**ROOF LEVEL**



**THIRTEENTH FLOOR LEVEL**

**Alexander & Symonds Pty.Ltd.**  
 11 KING WILLIAM STREET, KENT TOWN  
 P.O. BOX 1000 KENT TOWN 5071  
 Tel.(08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE A088207COMMIZZ)  
 AURORA  
 A012018.00  
 JG 8/02/2018

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
1	116		212	39	
2	87		213	26	
101	69		214	50	
102	39		215	44	
103	39		216	19	
104	35		217	22	
105	35		218	22	
106	72		219	22	
107	36		220	36	
108	36		221	33	
109	31		301	58	
110	31		302	40	
111	32		303	40	
112	32		304	34	
113	23		305	35	
114	38		306	66	
115	64		307	38	
116	71		308	37	
117	69		309	37	
201	71		310	37	
202	40		311	39	
203	40		312	39	
204	34		313	26	
205	35		314	50	
206	66		315	59	
207	38		316	22	
208	38		317	22	
209	38		318	22	
210	38		319	37	
211	39		320	33	

COMMUNITY PLAN NUMBER

**C25624**

THIS IS SHEET 12 OF 15 SHEETS

APPROVED



DEPOSITED

16/12/14

PROREGISTRAR-GENERAL

APPLICATION

11230666

12223259

**SUBSTITUTE SHEET**

CERTIFICATE OF LAND VALUER

I, **SIMON HICKIN** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 16/12/14 day of December 2014

Signature of Land Valuer

A00B207COMMZ11

COMMUNITY PLAN NUMBER

**C25624**

THIS IS SHEET **18** OF **15** SHEETS

APPROVED



DEPOSITED

16/12/14



PRO REGISTRAR-GENERAL

APPLICATION

11230666

12223259

# SUBSTITUTE SHEET

## LOT ENTITLEMENT SHEET

### SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
401	59		508	38	
402	39		509	38	
403	39		510	38	
404	36		511	40	
405	38		512	40	
406	66		513	71	
407	26		514	58	
408	27		515	23	
409	26		516	25	
410	27		517	23	
411	27		518	36	
412	27		519	33	
413	27		601	63	
414	28		602	40	
415	27		603	38	
416	74		604	37	
417	46		605	36	
418	20		606	66	
419	22		607	38	
420	22		608	38	
421	22		609	38	
422	36		610	38	
423	33		611	40	
501	62		612	40	
502	38		613	71	
503	38		614	58	
504	37		615	23	
505	36		616	23	
506	76		617	23	
507	38		618	36	

### CERTIFICATE OF LAND VALUER

I, **SIMON HICKIN** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 16th day of December 2014



COMMUNITY PLAN NUMBER

**C25624**

THIS IS SHEET **8** OF **15** SHEETS

APPROVED 

DEPOSITED

16 14/14

  
PRO REGISTRAR-GENERAL

APPLICATION

11230666

12223259

**SUBSTITUTE SHEET**



LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
619	33		811	40	
701	63		812	40	
702	38		813	70	
703	38		814	58	
704	37		815	23	
705	36		816	23	
706	66		817	23	
707	39		818	36	
708	39		819	33	
709	39		901	189	
710	39		902	39	
711	40		903	71	
712	40		904	43	
713	80		905	44	
714	59		906	43	
715	23		907	43	
716	23		908	31	
717	23		909	32	
718	36		910	31	
719	33		911	81	
801	64		912	61	
802	39		913	27	
803	39		914	27	
804	37		915	27	
805	46		916	38	
806	70		917	33	
807	39		1001	191	
808	39		1002	207	
809	39		1003	85	
810	39		1004	178	

CERTIFICATE OF LAND VALUER

I, **SIMON HICKIN** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the  day of  2014

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

**C25624**

THIS IS SHEET 15 OF 15 SHEETS

APPROVED



DEPOSITED

16 11/14



PRO REGISTRAR-GENERAL

APPLICATION 11230666  
12223259

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1005	138	
1006	69	
1101	262	
1102	193	
1103	183	
1104	215	
1201	136	
1202	199	
1203	149	
1204	142	
1205	115	
1206	122	
2001	91	
AGGREGATE	10000	

**SUBSTITUTE SHEET**

CERTIFICATE OF LAND VALUER

I, **SIMON HICKIN** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 16 day of November 2014

  
Signature of Land Valuer



Strata and Community Title Services

**Adelaide Office**  
176 Fullarton Road  
Dulwich  
South Australia 5065  
PO Box 309  
Kent Town SA 5071

T 08 8291 2300

31/01/23

THE FORM 1 COMPANY  
LEVEL 8 420 KING WILLIAM STREET  
ADELAIDE, SA, 5000

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

[www.whittles.com.au](http://www.whittles.com.au)

Dear Sir/Madam

**RE:** Community Corporation 25624 Inc.  
141-147 PIRIE STREET, ADELAIDE  
ABN: 69695021677  
Lot: 00415  
OWNER: JRW Super Fund

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 27 of a total 10000.

**Financial Status of the Lot Owner:**

The contribution payable to the Administration Fund is currently \$564.00 per quarter paid to 14/03/23. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$149.00 per quarter paid to 14/03/23. 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 31/01/2023.

NEXT CONTRIBUTION IS DUE 15/03/2023.

*(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 paid by Lot owner.

The current electricity supply to the building is an embedded network through the Community Corporation. New occupants to arrange electricity connection should contact Energy-On on 03 9544 3333 to arrange account setup.

The local Council has identified Aluminium Composite Panelling (ACP) at this property (refer to the attached letter). This matter is being addressed with the Council and the Corporation and or its Committee members.

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 Corporation**

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

The fund currently stands to the credit of:

Administrative Fund	\$355,420.32CR
Sinking Fund	\$159,994.69CR (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.

### **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.



**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

A handwritten signature in black ink, appearing to read 'D Chapman', with a long horizontal stroke extending to the right.

David Chapman  
Corporation Manager  
david.chapman@whittles.com.au

**WHITTLES MANAGEMENT SERVICES PTY LTD**

On behalf of the Corporation 31/01/2023

**PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED**

**to - info.adelaide@whittles.com.au**

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

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

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

**Purchaser 1:**

First Name	Surname
------------	---------

**Purchaser 2:**

First Name	Surname
------------	---------

**BUSINESS NAME** (If Applicable)

**TELEPHONE NUMBERS :** MOBILE : \_\_\_\_\_

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

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

**ACCOUNTS TO BE FORWARDED TO :**

**CORRESPONDENCE TO BE FORWARDED TO :**

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

BROKER:  
The Form 1 Company  
LEVEL 8 420 KING WILLIAM STREET, ADELAIDE

Community Corporation 25624 Inc.  
141-147 PIRIE STREET, ADELAIDE  
Lot: 00415  
OWNER: JRW Super Fund

David Chapman

**Administrative Fund Statement of Income & Expenditure**

COMMUNITY CORP.25624 INC  
 141-147 PIRIE STREET ADELAIDE SA 5000  
 1 September 2021 to 31 August 2022  
 Printed 08/11/22 10:03

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	815,756.10	820,000.00	(4,243.90)	900,356.83
Interest-Contributions arrears	1,194.55	0.00	1,194.55	707.20
Keys & fobs	0.00	0.00	0.00	581.82
Recoverable costs-Electricity usage	262,727.28	260,000.00	2,727.28	233,636.38
Sundry	9,225.32	0.00	9,225.32	6,195.41
Sundry-Recycling	109.09	0.00	109.09	0.00
<b>TOTAL FUND INCOME</b>	<b>1,089,012.34</b>	<b>1,080,000.00</b>	<b>9,012.34</b>	<b>1,141,477.64</b>
<b>FUND EXPENDITURE</b>				
Air conditioning	31,964.08	32,000.00	35.92	25,308.80
Auditor fee	1,990.00	1,970.00	(20.00)	1,970.00
Building maintenance	34,176.05	200,000.00	165,823.95	3,500.00
Building manager	0.00	0.00	0.00	166,326.38
Cleaning	154,136.61	138,000.00	(16,136.61)	142,325.03
Common property	5,586.04	10,000.00	4,413.96	6,206.37
Debt collection fees	5,875.22	0.00	(5,875.22)	4,875.52
Debt collection fees recovery	(3,898.13)	0.00	3,898.13	(3,562.28)
Electrical	7,853.37	5,000.00	(2,853.37)	6,177.81
Fire systems	25,511.64	30,000.00	4,488.36	25,139.08
Honorarium	3,600.00	3,600.00	0.00	3,600.00
Hot water service	13,831.54	0.00	(13,831.54)	0.00
Indoor plant rental	384.00	500.00	116.00	384.00
Insurance renewals	65,615.41	66,000.00	384.59	64,647.63
Lift	32,130.08	29,000.00	(3,130.08)	31,585.22
Loans/leases	0.00	0.00	0.00	106,162.42
Management - Additional services fee	2,073.64	600.00	(1,473.64)	695.46
Management - Agreed services	35,125.00	35,125.00	0.00	33,775.00
Management - Asset maintenance services	2,277.00	2,277.00	0.00	2,277.00
Management - Disbursement fees & service	11,965.92	11,966.00	0.08	11,562.00
Meeting fee	0.00	1,500.00	1,500.00	0.00
Pest control	1,245.60	1,200.00	(45.60)	1,711.19
Plumbing	16,581.69	15,000.00	(1,581.69)	25,080.19
Pool/Spa	26,680.75	15,000.00	(11,680.75)	11,319.28
Reports	303.96	500.00	196.04	173.10
Rubbish	25,317.17	26,000.00	682.83	26,048.41
Security	5,637.83	3,000.00	(2,637.83)	3,964.68
Staff costs	217,351.07	0.00	(217,351.07)	0.00
Taxation	1,000.00	1,485.00	485.00	700.00
Utilities-Electricity	243,728.55	340,000.00	96,271.45	338,847.76
Utilities-Gas	36,397.19	34,000.00	(2,397.19)	30,187.61
Venue hire	740.00	1,500.00	760.00	2,455.73
<b>TOTAL FUND EXPENDITURE</b>	<b>1,005,181.28</b>	<b>1,005,223.00</b>	<b>41.72</b>	<b>1,073,443.39</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>83,831.06</b>	<b>74,777.00</b>	<b>9,054.06</b>	<b>68,034.25</b>

**Administrative Fund Statement of Assets & Liabilities**COMMUNITY CORP.25624 INC  
141-147 PIRIE STREET ADELAIDE SA 500031 August 2022  
Printed 08/11/22 10:03

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	140,091.87	72,057.62
Surplus/(Deficit) For Period	83,831.06	68,034.25
<b>TOTAL FUNDS</b>	<b>223,922.93</b>	<b>140,091.87</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	238,009.93	137,475.41
Sundry Receivables	5,009.40	0.00
<b>TOTAL ASSETS</b>	<b>243,019.33</b>	<b>137,475.41</b>
<b>LIABILITIES</b>		
GST control account	17,496.40	(2,660.46)
Unallocated Advances	1,600.00	44.00
<b>TOTAL LIABILITIES</b>	<b>19,096.40</b>	<b>(2,616.46)</b>
<b>NET ASSETS</b>	<b>223,922.93</b>	<b>140,091.87</b>

**Sinking Fund Statement of Income & Expenditure**

COMMUNITY CORP.25624 INC  
 141-147 PIRIE STREET ADELAIDE SA 5000  
 1 September 2021 to 31 August 2022  
 Printed 08/11/22 10:03

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	156,967.13	155,000.00	1,967.13	127,365.01
<b>TOTAL FUND INCOME</b>	<b>156,967.13</b>	<b>155,000.00</b>	<b>1,967.13</b>	<b>127,365.01</b>
<b>FUND EXPENDITURE</b>				
Air conditioning	6,030.00	0.00	(6,030.00)	3,815.00
Cladding	19,500.00	0.00	(19,500.00)	49,750.00
Common property	20,351.21	0.00	(20,351.21)	9,895.60
Electrical	2,190.91	0.00	(2,190.91)	0.00
Fire systems	12,525.00	0.00	(12,525.00)	21,502.78
Lift	1,690.00	0.00	(1,690.00)	0.00
Painting	1,500.00	0.00	(1,500.00)	0.00
Plumbing	8,193.64	0.00	(8,193.64)	0.00
Pool/Spa	7,212.00	0.00	(7,212.00)	0.00
Reports	0.00	2,500.00	2,500.00	0.00
Security	0.00	0.00	0.00	2,966.00
<b>TOTAL FUND EXPENDITURE</b>	<b>79,192.76</b>	<b>2,500.00</b>	<b>(76,692.76)</b>	<b>87,929.38</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>77,774.37</b>	<b>152,500.00</b>	<b>(74,725.63)</b>	<b>39,435.63</b>

**Sinking Fund Statement of Assets & Liabilities**

COMMUNITY CORP.25624 INC  
 141-147 PIRIE STREET ADELAIDE SA 5000  
 31 August 2022  
 Printed 08/11/22 10:03

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	58,419.33	18,983.70
Surplus/(Deficit) For Period	77,774.37	39,435.63
<b>TOTAL FUNDS</b>	<b>136,193.70</b>	<b>58,419.33</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	136,193.70	58,419.33
<b>TOTAL ASSETS</b>	<b>136,193.70</b>	<b>58,419.33</b>
<b>LIABILITIES</b>		
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>
<b>NET ASSETS</b>	<b>136,193.70</b>	<b>58,419.33</b>

**Consolidated Statement of Assets & Liabilities**

COMMUNITY CORP.25624 INC  
 141-147 PIRIE STREET ADELAIDE SA 5000  
 31 August 2022  
 Printed 08/11/22 10:03

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	198,511.20	91,041.32
Surplus/(Deficit) For Period	161,605.43	107,469.88
<b>TOTAL FUNDS</b>	<b>360,116.63</b>	<b>198,511.20</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	374,203.63	195,894.74
Sundry Receivables	5,009.40	0.00
<b>TOTAL ASSETS</b>	<b>379,213.03</b>	<b>195,894.74</b>
<b>LIABILITIES</b>		
GST control account	17,496.40	(2,660.46)
Unallocated Advances	1,600.00	44.00
<b>TOTAL LIABILITIES</b>	<b>19,096.40</b>	<b>(2,616.46)</b>
<b>NET ASSETS</b>	<b>360,116.63</b>	<b>198,511.20</b>

**Notes to the Financial Statements**  
COMMUNITY CORP.25624 INC  
141-147 PIRIE STREET ADELAIDE SA 5000  
31 August 2022  
Printed 08/11/22 10:03

**Investments**

Nil

The following balances relate to amounts received or owing as at 31/08/2022

**Receivables - Owner Arrears**

Unit/Lot Details	Admin			Sinking	C/Fwd
	Contributions	Debt collection fees recovery	Final notice fee	Contributions	
00113 X Zou			44.00		44.00
00116 Simounds Developments Pty Ltd				179.00	179.00
00216 Umbrella Investments & Securities Pt...	3,673.00	1,133.00		647.00	5,453.00
00305 Australian Chinese Newspaper Group...	4,888.00	2,456.50	44.00	868.00	8,256.50
00316 Mr P Zbierski	448.00			147.10	595.10
00601 Nuhare Pty Ltd ATF DPS Trust (Mr...	2,564.00	552.24	44.00	590.00	3,750.24
00713 RLN Holdings Pty Ltd			44.00		44.00
00908 Gramax Superannuation Fund	4,621.00		22.00	861.00	5,504.00
<b>Totals including GST (if applicable)</b>	<b>16,194.00</b>	<b>4,141.74</b>	<b>198.00</b>	<b>3,292.10</b>	<b>23,825.84</b>

**Receivables - Owner Arrears (continued)**

Unit/Lot Details	B/Fwd	Other	Total
00113 X Zou	44.00		44.00
00116 Simounds Developments Pty Ltd	179.00	246.40	425.40
00216 Umbrella Investments & Securities Pt...	5,453.00	718.70	6,171.70
00305 Australian Chinese Newspaper Group...	8,256.50	702.45	8,958.95
00316 Mr P Zbierski	595.10	321.95	917.05
00601 Nuhare Pty Ltd ATF DPS Trust (Mr...	3,750.24	192.35	3,942.59
00713 RLN Holdings Pty Ltd	44.00		44.00
00908 Gramax Superannuation Fund	5,504.00	107.55	5,611.55
<b>Totals including GST (if applicable)</b>	<b>23,825.84</b>	<b>2,289.40</b>	<b>26,115.24</b>

**Debtors**

Nil

**Allocated Advance Payments**

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00102 Emmark Pty Ltd (ACN 078 243 482)	794.00	182.00	976.00
00104 S W Choong	712.00	164.00	876.00
00111 C Sun	651.00	150.00	801.00
00114 Ms D A Picton	773.00	178.00	951.00
00115 Ms S K H Cheong	1,302.00	299.00	1,601.00
00201 Mr T & Mrs S S Mahmood	1,445.00	332.00	1,777.00



**Notes to the Financial Statements**  
COMMUNITY CORP.25624 INC  
141-147 PIRIE STREET ADELAIDE SA 5000  
31 August 2022  
Printed 08/11/22 10:03

**Allocated Advance Payments (continued)**

Unit/Lot Details		Admin	Sinking	Total
		Contributions	Contributions	
00206	Knightsbridge Asset Management Pt...	1,343.00	309.00	1,652.00
00210	Mr K & Mrs A Zhang	773.00	178.00	951.00
00212	K Bhattarai & P Panta	794.00	182.00	976.00
00303	Mr A E Wee	814.00	187.00	1,001.00
00312	Ms Q Zhang	794.00	182.00	976.00
00313	Miss A Lis	529.00	122.00	651.00
00315	O'Sullivan & Sons Invenstment Co Pt...	1,201.00	276.00	1,477.00
00318	A C & R B Kelly	448.00	103.00	551.00
00320	Lakhani Super Pty Ltd	672.00	154.00	826.00
00404	The Wayne Guidera Superannuation...	733.00	168.00	901.00
00405	Petcris Pty Ltd	773.00	178.00	951.00
00407	Mr B Burman	529.00	122.00	651.00
00408	BB Civil Consulting Pty Ltd	549.00	126.00	675.00
00409	C M & S Petrovski	529.00	122.00	651.00
00412	Y Yang	549.00	126.00	675.00
00413	Mr M N Cielens	549.00	126.00	675.00
00415	JRW Super Fund	549.00	126.00	675.00
00416	K G Kuhan	1,506.00	346.00	1,852.00
00418	Hashasset Pty Ltd	448.00	103.00	551.00
00421	Ms J Wang	448.00	103.00	551.00
00504	Witcombe Nominees P/L ATF the Wi...	753.00	173.00	926.00
00513	Mr R G & S A Hammond	1,445.00	332.00	1,777.00
00516	Mr S Allan-Walter-Wilson	509.00	117.00	626.00
00608	C Ielasi	773.00	178.00	951.00
00613	Mrs L O Cox	1,445.00	332.00	1,777.00
00614	Mr D C Penny & Mr R G Dore	1,180.00	271.00	1,451.00
00615	Roblaine Nominees Pty Ltd	468.00	108.00	576.00
00617	Third & First Pty Ltd	468.00	108.00	576.00
00704	Mr I & Mrs G Colig	753.00	173.00	926.00
00705	Mr I & Mrs G Colig	733.00	168.00	901.00
00706	Mr B J & Mrs C L Crabtree	1,343.00	309.00	1,652.00
00707	Ms S Azadegan	794.00	182.00	976.00
00709	H J & G W Glasson	794.00	182.00	976.00
00715	Mr M Singh & Ms D Kaur	468.00	108.00	576.00
00716	GETO Family Pty Ltd	468.00	108.00	576.00
00801	X Ye	1,302.00	299.00	1,601.00
00802	Mr G A Puckridge	794.00	182.00	976.00
00806	Mr J L Hicks	1,425.00	327.00	1,752.00
00807	Mr J L Hicks	794.00	182.00	976.00
00809	Canning Highway Pty Ltd	794.00	182.00	976.00
00814	One Percent Enterprises Property Pty Ltd	1,180.00	271.00	1,451.00
00818	ZFSF Pty Ltd	733.00	168.00	901.00
00819	ZFSF Pty Ltd	672.00	154.00	826.00
00901	Professor X Ye	3,846.00	884.00	4,730.00
00904	Mr L Goodwin & Ms M Everard	875.00	201.00	1,076.00
01003	Red Nelson Security Pty Ltd	1,730.00	397.00	2,127.00
<b>Totals</b>		<b>46,746.00</b>	<b>10,740.00</b>	<b>57,486.00</b>

**Notes to the Financial Statements**  
COMMUNITY CORP.25624 INC  
141-147 PIRIE STREET ADELAIDE SA 5000  
31 August 2022  
Printed 08/11/22 10:03

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**Outstanding Creditors** Nil

**Unallocated Advance Payments**

<b>Unit/Lot Details</b>	<b>Admin</b>
00407 Mr B Burman	186.00-
00408 BB Civil Consulting Pty Ltd	194.00-
01003 Red Nelson Security Pty Ltd	1,220.00-
<b>Totals</b>	<b>1,600.00-</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: \$8,823.13

## **Summary of Significant Accounting Policies**

COMMUNITY CORP.25624 INC  
141-147 PIRIE STREET ADELAIDE SA 5000  
1 September 2021 to 31 August 2022  
Printed 08/11/22 10:03

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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).

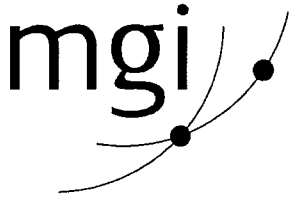
The net amount of GST payable to, or recoverable from, the ATO represents the unpaid portion of the aggregate of GST on income received and expenditure paid and is presented as the GST Control Account on the Statement of Assets and Liabilities.

### **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.



MGI Assurance (SA) Pty Ltd  
ABN 31 118 195 547  
212 Greenhill Road, Eastwood 5063  
PO Box 96, Fullarton SA 5063  
Tel: 08 8299 8888  
Fax: 08 8373 1451  
Website: www.mgiadelaide.com.au

## INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF COMMUNITY CORPORATION 25624 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 25624 INC, which comprises the Statements of Assets and Liabilities as at 31 August 2022 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 25624 INC as at 31 August 2022, 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 25624 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.



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**INDEPENDENT AUDITOR'S REPORT  
TO THE MEMBERS OF COMMUNITY CORPORATION 25624 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 handwritten signature in black ink, appearing to read 'Clayton Lawrence', enclosed within a circular scribble.

**Clayton Lawrence**  
Director

Eastwood, South Australia  
11 November 2022



*Strata and Community Title Services*

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.25624 INC 141-147 PIRIE STREET, ADELAIDE, SA, 5000

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

David Chapman  
Body Corporate Manager



Strata and Community Title Services

Minutes of the Annual General Meeting  
COMMUNITY CORP.25624 INC

<b>Meeting Date</b>	2 December 2022		
<b>Meeting Location</b>	SkyDeck Meeting Rooms, 141-147 PIRIE STREET, ADELAIDE, SA, 5000		
<b>Time</b>	11:00 AM		
<b>Lots Represented</b>			
	103	103/147 Pirie Street Adelaide Pty Ltd	Electronic vote
	213	Marshfield Consulting Services Pty Ltd	Owner present
	214	Marshfield Consulting Services Pty Ltd	Owner present
	220	The "Casa Executives Superannuation Fund"	Electronic vote
	221	S Phie & K S Dormer	Electronic vote
	317	Miss N Gross-Parsons	Owner present
	318	A C & R B Kelly	Electronic vote
	319	V D Bui, T B Uong & H K Bui	Electronic vote
	418	Hashasset Pty Ltd	Electronic vote
	505	PL Della Porta Pty Ltd (ACN 141 828 051)	Electronic vote
	506	Business Risk Investments Pty Ltd	Electronic vote
	509	Business Risk Investments Pty Ltd	Electronic vote
	516	Mr S Allan-Walter- Wilson	Electronic vote
	606	Palazzo Enterprises Pty Ltd	Owner present
	607	Palazzo Enterprises Pty Ltd	Owner present
	617	Third & First Pty Ltd	Electronic vote
	704	Mr I & Mrs G Colig	Electronic vote
	705	Mr I & Mrs G Colig	Electronic vote
	802	Mr G A Puckridge	Electronic vote
	814	One Percent Enterprises Property Pty Ltd	Electronic vote
	815	Ms E M Cheung (non- financial)	Electronic vote
	816	Mr B J & Mrs G Hopping	Electronic vote
	902	BLP Nominees Pty Ltd ATF The Bruce Perks Familt Trust	Owner present
	903	Business Risk Investments Pty Ltd	Electronic vote
	905	Regional Infrastructure Developments P/L	Electronic vote
	908	Gramax Superannuation Fund (non-financial)	Owner present
	909	Gramax Trust	Owner present

*Strata and Community Title Services*

	914	Design Alley Pty Ltd ACN 155 996 311	Electronic vote
	915	Mr M A & Mrs S Caggiano ATF MASC Superannuation Fund	Owner present
	1003	Red Nelson Security Pty Ltd	Electronic vote
<b>By Proxy</b>	205	Knightsbridge Asset Management Pty Ltd	Proxy Name: M Franchitto
	206	Knightsbridge Asset Management Pty Ltd	Proxy Name: M Franchitto
	417	James & Diana Ramsay Foundation Pty Ltd	Proxy Name: M Franchitto
	618	Mr M & Ms N Voin	Proxy Name: M Franchitto
	619	Mr M & Ms N Voin	Proxy Name: M Franchitto
	912	James & Diana Ramsay Foundation Pty Ltd	Proxy Name: M Franchitto
	1203	Mr D W J & Mrs M M Forrest ATF Forrest Family Trust	Proxy Name: N Gross-Parson
<b>Chairperson</b>	M Franchitto		

<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 Corporation's Agreement for disclosure of all its relevant interests.		

<b>Motion 2</b>		
<b>Acceptance of Minutes</b>	<b>Ordinary Resolution</b>	
PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the last Reconvened Annual General Meeting held on 25 NOV 2021 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
<b>Passed by Simple Majority</b>		





Strata and Community Title Services

<b>Motion 3</b>		
<b>Acceptance of Statement of Accounts</b>	<b>Ordinary Resolution</b>	
PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the audited Statement of Accounts for the financial year ending 31 AUG 2022, which have been circulated to all members, is accepted.		
<b>Passed by Simple Majority</b>		

<b>Motion 4</b>		
<b>Appointment of Manager</b>	<b>Ordinary Resolution</b>	
PASSED BY SIMPLE MAJORITY that the Body Corporate decide under s76(9) of the <i>Community Titles Act 1996</i> to:		
<ul style="list-style-type: none"> <li>i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,</li> <li>ii. make the appointment for a Term of twelve (12) months, being from the 1 SEP 2022 to 31 AUG 2023 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,</li> <li>iii. authorise limited powers to Whittles Management Services Pty Ltd,</li> <li>iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,</li> <li>v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and</li> <li>vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.</li> </ul>		
The Services Agreement is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.		
<b>Passed by Simple Majority</b>		

<b>Item 5</b>		
<b>Management Committee Open Letter</b>		
Refer to previously sent letter from your Presiding Officer.		



Strata and Community Title Services

Minutes of the Annual General Meeting  
COMMUNITY CORP.25624 INC

### Election of Office Bearers and Committee

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act* 1996, the meeting appointed the following 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

Mr M Franchitto has been elected unopposed as Presiding Officer.

### Election of Secretary

Tom Lambert Knightsbridge Asset Management Pty Ltd has been elected unopposed as Secretary.

### Election of Treasurer

Mario Cecere-Palazzo Palazzo Enterprises Pty Ltd has been elected unopposed as Treasurer.

### Election of Ordinary Member

Ms D Shorne, Ted Deane Deane Retirement Fund, Miss N Gross-Parsons, BLP Nominees Pty Ltd ATF The Bruce Perks 5amily Trust have been elected to the committee.

### Item 7

#### Accredited Contractors (Advice)

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

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

*Strata and Community Title Services***Item 8****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 9****Current Insurance Details (Advice)**

A copy of the Body Corporate's current certificate of currency is attached to this meeting notice and is also available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.

**Motion 10****Insurance Renewal****Ordinary Resolution**

PASSED BY SIMPLE MAJORITY that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$83,710,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. 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.

**Passed by Simple Majority**



## Strata and Community Title Services

<b>Item 11</b>		
<b>General Business</b>		
<p>Basement water disposal – the PO advised that after many years that the Council have now accepted we can pump this water back into the storm water system. This is a savings to the Corporation and a sensible decision.</p> <p>Spa Review – members present reviewed the Spa noting its age and considered its usage in relation to its costs of maintenance. It was noted that this may be reviewed by the Committee in the coming 12 months.</p> <p>L13 and Balcony tile condition and leaks – it was noted that there were various leaks from a number of roof areas as well as balconies from L11 through to 1. The Committee have engaged an engineering firm to review the condition and call for an recommend tenders for the job. The Presiding Officer noted that Lend Lease as a builder had done a poor initial job as well as maintenance repairs back in 2014. The Corporation noted that L11 balcony was a unit subsidiary of Lot 1101. As such the Committee had received some information and tenders and would review shortly in regards to a repairer with expertise, similar experience, and also consideration of it being a working building and occupant noise. As such Urathane were the recommended and the Committee would work with them on specific details of scheduling etc before finalizing. The costs will be in the order of \$375,000, which will be funded from current funds at hand and forthcoming sinking fund contributions. It was also agreed that an engineer should be engaged to oversee the quality of the workmanship. It was also agreed to use best endeavours with both Lend Lease and the insurer for potential claims.</p>		

<b>Motion 12</b>		
<b>Administrative Fund Budget</b>	<b>Ordinary Resolution</b>	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the 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 \$190,000.00 for the financial year ending 31 AUG 2023.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>		
<b>Passed by Simple Majority</b>		



Strata and Community Title Services

Minutes of the Annual General Meeting  
COMMUNITY CORP.25624 INC

<b>Motion 13</b>		
<b>Sinking Fund Budget</b>	<b>Ordinary Resolution</b>	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s116 of the <i>Community Titles Act 1996</i>, the Sinking 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 \$50,000.00 for the financial year ending 31 AUG 2023.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>		
<b>Passed by Simple Majority</b>		

<b>Motion 14</b>		
<b>Insufficient Funds Special Levy Authority</b>	<b>Ordinary Resolution</b>	
<p>The Body Corporate resolve 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 Lot Entitlement Values and must not exceed the sum of \$80,000.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p>		
<b>Passed by Simple Majority</b>		



Strata and Community Title Services

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

<b>Motion 16</b>		
<b>Recovery of Overdue Contributions/Levies</b>	<b>Ordinary Resolution</b>	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.25624 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>		
<b>Passed by Simple Majority</b>		

<b>Item 17</b>		
<b>Next Meeting &amp; Closure</b>		
The time of the next meeting will be discussed at a later date.		



*Strata and Community Title Services*

Minutes of the Annual General Meeting  
COMMUNITY CORP.25624 INC

**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.25624 INC  
141-147 PIRIE STREET, ADELAIDE

Year ending August 2022

**ADMINISTRATIVE FUND**

	Sept-Nov 21	Dec-Feb 22	Mar-May 22	Jun-Aug 22	Annual Total
<b>INCOME</b>					
Contributions	225,000.00	225,000.00	185,000.00	185,000.00	\$820,000.00
Arrears	18,986.94	0.00	0.00	0.00	\$18,986.94
Advances	-47,640.00	-0.00	-0.00	-0.00	-\$47,640.00
Recoverable costs - Electricity usage	65,000.00	65,000.00	65,000.00	65,000.00	\$260,000.00
<b>Total</b>	<b>261,346.94</b>	<b>290,000.00</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>\$1,051,346.94</b>
<b>EXPENDITURE</b>					
Air conditioning	8,000.00	8,000.00	8,000.00	8,000.00	\$32,000.00
Auditor fee	1,970.00	0.00	0.00	0.00	\$1,970.00
Building maintenance	50,000.00	50,000.00	50,000.00	50,000.00	\$200,000.00
Cleaning	31,250.00	31,250.00	31,250.00	31,250.00	\$125,000.00
Cleaning - Windows	6,500.00	0.00	6,500.00	0.00	\$13,000.00
Common property	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Electrical	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Fire systems - Repairs	2,050.00	2,050.00	2,050.00	2,050.00	\$8,200.00
Fire systems - Services	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Fire systems - Telephone	450.00	450.00	450.00	450.00	\$1,800.00
Honorarium	900.00	900.00	900.00	900.00	\$3,600.00
Indoor plant rental	125.00	125.00	125.00	125.00	\$500.00
Insurance - Renewal	0.00	0.00	0.00	66,000.00	\$66,000.00
Lift	7,250.00	7,250.00	7,250.00	7,250.00	\$29,000.00
Management - Additional services fee	150.00	150.00	150.00	150.00	\$600.00
Management - Agreed services	8,781.25	8,781.25	8,781.25	8,781.25	\$35,125.00
Management - Asset maintenance services	569.25	569.25	569.25	569.25	\$2,277.00
Management - Disbursement fees & service	2,991.50	2,991.50	2,991.50	2,991.50	\$11,966.00
Meeting fee	375.00	375.00	375.00	375.00	\$1,500.00
Pest control	300.00	300.00	300.00	300.00	\$1,200.00
Plumbing	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
Pool/Spa	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
Reports	125.00	125.00	125.00	125.00	\$500.00
Rubbish	6,500.00	6,500.00	6,500.00	6,500.00	\$26,000.00
Security	750.00	750.00	750.00	750.00	\$3,000.00
Taxation - Accountants fee	385.00	0.00	0.00	0.00	\$385.00
Taxation - BAS Return	150.00	150.00	150.00	150.00	\$600.00
Taxation - Payment	500.00	0.00	0.00	0.00	\$500.00
Utilities - Electricity	85,000.00	85,000.00	85,000.00	85,000.00	\$340,000.00
Utilities - Gas	8,500.00	8,500.00	8,500.00	8,500.00	\$34,000.00
Venue hire	375.00	375.00	375.00	375.00	\$1,500.00
<b>Total</b>	<b>240,197.00</b>	<b>230,842.00</b>	<b>237,342.00</b>	<b>296,842.00</b>	<b>\$1,005,223.00</b>



**GAS FUND**

	Sept-Nov 21	Dec-Feb 22	Mar-May 22	Jun-Aug 22	Annual Total
<b>INCOME</b>					
Contributions	0.00	0.00	0.00	0.00	\$0.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	<u>-0.00</u>
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b><u>\$0.00</u></b>

**SINKING FUND**

	Sept-Nov 21	Dec-Feb 22	Mar-May 22	Jun-Aug 22	Annual Total
<b>INCOME</b>					
Contributions	35,000.00	35,000.00	42,500.00	42,500.00	\$155,000.00
Arrears	2,556.36	0.00	0.00	0.00	\$2,556.36
Advances	-7,380.90	-0.00	-0.00	-0.00	<u>-7,380.90</u>
<b>Total</b>	<b>30,175.46</b>	<b>35,000.00</b>	<b>42,500.00</b>	<b>42,500.00</b>	<b><u>\$150,175.46</u></b>
<b>EXPENDITURE</b>					
Reports - Insurance valuation	0.00	2,500.00	0.00	0.00	<u>\$2,500.00</u>
<b>Total</b>	<b>0.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b><u>\$2,500.00</u></b>

**CASH FLOW SUMMARY**

	Sept-Nov 21	Dec-Feb 22	Mar-May 22	Jun-Aug 22	Annual Total
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	140,091.87	161,241.81	220,399.81	233,057.81	\$140,091.87
Add: Contributions	225,000.00	225,000.00	185,000.00	185,000.00	\$820,000.00
Add: Recoverable costs - Electricity usage	65,000.00	65,000.00	65,000.00	65,000.00	\$260,000.00
Add: Arrears	18,986.94	0.00	0.00	0.00	\$18,986.94
Minus: Advances	47,640.00	0.00	0.00	0.00	\$47,640.00
Minus: Expenditures	240,197.00	230,842.00	237,342.00	296,842.00	\$1,005,223.00
CLOSING BALANCE	161,241.81	220,399.81	233,057.81	186,215.81	\$186,215.81
<b><u>GAS FUND</u></b>					
Opening Balance	0.00	0.00	0.00	0.00	\$0.00
Add: Contributions	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	0.00	0.00	0.00	0.00	\$0.00
<b><u>SINKING FUND</u></b>					
Opening Balance	58,419.33	88,594.79	121,094.79	163,594.79	\$58,419.33
Add: Contributions	35,000.00	35,000.00	42,500.00	42,500.00	\$155,000.00
Add: Arrears	2,556.36	0.00	0.00	0.00	\$2,556.36
Minus: Advances	7,380.90	0.00	0.00	0.00	\$7,380.90
Minus: Expenditures	0.00	2,500.00	0.00	0.00	\$2,500.00
CLOSING BALANCE	88,594.79	121,094.79	163,594.79	206,094.79	\$206,094.79

**CALCULATION OF CONTRIBUTIONS**

Total Lot Entitlement 10000  
Number of Lots 193

Lot Number	— Effective from 15/03/22 —		— Effective from 15/03/22 —		
	LEV ADMIN Fund	ADMIN Fund (incl. GST)	LEV SINKING Fund	SINKING Fund (incl. GST)	
216	19	351.50	\$387	19 80.75	\$89
419	20	370.00	\$407	20 85.00	\$94
217, 218, 219, 316, 317, 318, 418, 420, 421	22	407.00	\$448	22 93.50	\$103
113, 515, 517, 615, 616, 617, 715, 716, 717, 815, 816, 817	23	425.50	\$468	23 97.75	\$108
516	25	462.50	\$509	25 106.25	\$117
213, 313, 407, 409	26	481.00	\$529	26 110.50	\$122
408, 410, 411, 412, 413, 415, 913, 914, 915	27	499.50	\$549	27 114.75	\$126
414	28	518.00	\$570	28 119.00	\$131
109, 110, 908, 910	31	573.50	\$631	31 131.75	\$145
111, 112, 909	32	592.00	\$651	32 136.00	\$150
221, 320, 423, 519, 619, 719, 819, 917	33	610.49	\$672	33 140.25	\$154
204, 304	34	629.00	\$692	34 144.50	\$159
104, 105, 205, 305	35	647.50	\$712	35 148.75	\$164
107, 108, 220, 404, 422, 505, 518, 605, 618, 705, 718, 818	36	666.00	\$733	36 153.00	\$168
308, 309, 310, 319, 504, 604, 704, 804	37	684.50	\$753	37 157.25	\$173
114, 207, 208, 209, 210, 307, 405, 502, 503, 507,					

508, 509, 510, 603, 607, 608, 609, 610, 702, 703, 916	38	703.00	\$773	38	161.50	\$178
102, 103, 211, 212, 311, 312, 402, 403, 707, 708, 709, 710, 802, 803, 807, 808, 809, 810, 902	39	721.50	\$794	39	165.75	\$182
202, 203, 302, 303, 511, 512, 602, 611, 612, 711, 712, 811, 812	40	740.00	\$814	40	170.00	\$187
904, 906, 907	43	795.50	\$875	43	182.75	\$201
215, 905	44	814.00	\$895	44	187.00	\$206
417, 805	46	851.00	\$936	46	195.50	\$215
214, 314	50	925.00	\$1,018	50	212.50	\$234
301, 514, 614, 814	58	1,073.00	\$1,180	58	246.50	\$271
315, 401, 714	59	1,091.50	\$1,201	59	250.75	\$276
912	61	1,128.50	\$1,241	61	259.25	\$285
501	62	1,147.00	\$1,262	62	263.50	\$290
601, 701	63	1,165.50	\$1,282	63	267.75	\$295
115, 801	64	1,184.00	\$1,303	64	272.00	\$299
206, 306, 406, 606, 706	66	1,220.99	\$1,343	66	280.50	\$309
101, 117, 1006	69	1,276.50	\$1,404	69	293.24	\$323
806, 813	70	1,295.00	\$1,425	70	297.50	\$327
116, 201, 513, 613, 903	71	1,313.50	\$1,445	71	301.75	\$332
106	72	1,332.00	\$1,465	72	306.00	\$337
416	74	1,369.00	\$1,506	74	314.50	\$346
506	76	1,406.00	\$1,547	76	323.00	\$355
713	80	1,480.00	\$1,628	80	340.00	\$374
911	81	1,498.50	\$1,648	81	344.25	\$379
1003	85	1,572.50	\$1,730	85	361.25	\$397
2	87	1,609.50	\$1,771	87	369.75	\$407
2001	91	1,683.50	\$1,852	91	386.75	\$425
1205	115	2,127.50	\$2,340	115	488.75	\$538
1	116	2,146.00	\$2,361	116	493.00	\$542
1206	122	2,257.00	\$2,483	122	518.50	\$570
1201	136	2,516.00	\$2,768	136	578.00	\$636
1005	138	2,553.00	\$2,809	138	586.49	\$645
1204	142	2,627.00	\$2,890	142	603.50	\$664
1203	149	2,756.50	\$3,032	149	633.25	\$697
1004	178	3,293.00	\$3,623	178	756.50	\$832
1103	183	3,385.50	\$3,724	183	777.75	\$856
901	189	3,496.50	\$3,846	189	803.25	\$884
1001	191	3,533.50	\$3,887	191	811.75	\$893
1102	193	3,570.50	\$3,928	193	820.25	\$902
1202	199	3,681.50	\$4,050	199	845.75	\$930
1002	207	3,829.50	\$4,213	207	879.75	\$968
1104	215	3,977.50	\$4,376	215	913.75	\$1,005
1101	262	4,847.00	\$5,332	262	1,113.50	\$1,225
<b>QUARTERLY TOTAL</b>		\$184,999.87	<u>\$203,514.00</u>		\$42,499.96	<u>\$46,762.00</u>

**BUDGET**

**COMMUNITY CORP.25624 INC**  
**141-147 PIRIE STREET, ADELAIDE**

**Year ending August 2023**

**ADMINISTRATIVE FUND**

	<b>Sept-Nov 22</b>	<b>Dec-Feb 23</b>	<b>Mar-May 23</b>	<b>Jun-Aug 23</b>	<b>Annual Total</b>
<b>INCOME</b>					
Contributions	185,000.00	190,000.00	190,000.00	190,000.00	\$755,000.00
Arrears	20,748.30	0.00	0.00	0.00	\$20,748.30
Advances	-42,496.36	-0.00	-0.00	-0.00	-\$42,496.36
Recoverable costs - Electricity usage	65,000.00	65,000.00	65,000.00	65,000.00	\$260,000.00
<b>Total</b>	<b>228,251.94</b>	<b>255,000.00</b>	<b>255,000.00</b>	<b>255,000.00</b>	<b>\$993,251.94</b>
<b>EXPENDITURE</b>					
Air conditioning	8,000.00	8,000.00	8,000.00	8,000.00	\$32,000.00
Auditor fee	2,000.00	0.00	0.00	0.00	\$2,000.00
Building maintenance	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
Cleaning	31,250.00	31,250.00	31,250.00	31,250.00	\$125,000.00
Cleaning - Sanitary services	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Cleaning - Supplies	8,750.00	8,750.00	8,750.00	8,750.00	\$35,000.00
Cleaning - Windows	0.00	7,000.00	0.00	7,000.00	\$14,000.00
Common property	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Electrical	1,625.00	1,625.00	1,625.00	1,625.00	\$6,500.00
Fire systems	7,250.00	7,250.00	7,250.00	7,250.00	\$29,000.00
Fire systems - Telephone	450.00	450.00	450.00	450.00	\$1,800.00
Honorarium	900.00	900.00	900.00	900.00	\$3,600.00
Hot water service	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Indoor plant rental	100.00	100.00	100.00	100.00	\$400.00
Insurance - Renewal	0.00	0.00	0.00	80,000.00	\$80,000.00
Lift	7,250.00	7,250.00	7,250.00	7,250.00	\$29,000.00
Management - Additional services fee	150.00	150.00	150.00	150.00	\$600.00
Management - Agreed services	9,200.00	9,200.00	9,200.00	9,200.00	\$36,800.00
Management - Asset maintenance services	569.25	569.25	569.25	569.25	\$2,277.00
Management - Disbursement fees & service	3,136.25	3,136.25	3,136.25	3,136.25	\$12,545.00
Meeting fee	375.00	375.00	375.00	375.00	\$1,500.00
Pest control	325.00	325.00	325.00	325.00	\$1,300.00
Plumbing	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
Pool/Spa	7,000.00	3,750.00	3,750.00	3,750.00	\$18,250.00
Reports	125.00	125.00	125.00	125.00	\$500.00
Rubbish	6,500.00	6,500.00	6,500.00	6,500.00	\$26,000.00
Security	1,125.00	1,125.00	1,125.00	1,125.00	\$4,500.00
Staff costs - Salaries & Wages	45,000.00	45,000.00	45,000.00	45,000.00	\$180,000.00
Taxation - Accountants fee	385.00	0.00	0.00	0.00	\$385.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Taxation - Payment	500.00	0.00	0.00	0.00	\$500.00
Transfer - To Sinking fund	0.00	0.00	0.00	0.00	\$0.00
Utilities - Electricity	65,000.00	65,000.00	65,000.00	65,000.00	\$260,000.00
Utilities - Gas	9,250.00	9,250.00	9,250.00	9,250.00	\$37,000.00
Venue hire	375.00	375.00	375.00	375.00	\$1,500.00
<b>Total</b>	<b>234,590.50</b>	<b>235,455.50</b>	<b>228,455.50</b>	<b>315,455.50</b>	<b>\$1,013,957.00</b>

**GAS FUND**

	Sept-Nov 22	Dec-Feb 23	Mar-May 23	Jun-Aug 23	Annual Total
<b>INCOME</b>					
Contributions	0.00	0.00	0.00	0.00	\$0.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	<u>-0.00</u>
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b><u>\$0.00</u></b>

**SINKING FUND**

	Sept-Nov 22	Dec-Feb 23	Mar-May 23	Jun-Aug 23	Annual Total
<b>INCOME</b>					
Contributions	42,500.00	50,000.00	50,000.00	50,000.00	\$192,500.00
Arrears	2,992.81	0.00	0.00	0.00	\$2,992.81
Advances	-9,763.63	-0.00	-0.00	-0.00	<u>-9,763.63</u>
<b>Total</b>	<b>35,729.18</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b><u>\$185,729.18</u></b>
<b>EXPENDITURE</b>					
Common property - Repairs	15,000.00	15,000.00	15,000.00	15,000.00	\$60,000.00
Fire systems	0.00	18,000.00	0.00	0.00	\$18,000.00
Foyer/lobby	0.00	20,000.00	0.00	0.00	\$20,000.00
Pool/Spa - Equipment	8,000.00	0.00	0.00	0.00	\$8,000.00
Security	0.00	0.00	0.00	17,000.00	<u>\$17,000.00</u>
<b>Total</b>	<b>23,000.00</b>	<b>53,000.00</b>	<b>15,000.00</b>	<b>32,000.00</b>	<b><u>\$123,000.00</u></b>

**CASH FLOW SUMMARY**

	Sept-Nov 22	Dec-Feb 23	Mar-May 23	Jun-Aug 23	Annual Total
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	223,922.93	217,584.37	237,128.87	263,673.37	\$223,922.93
Add: Contributions	185,000.00	190,000.00	190,000.00	190,000.00	\$755,000.00
Add: Recoverable costs - Electricity usage	65,000.00	65,000.00	65,000.00	65,000.00	\$260,000.00
Add: Arrears	20,748.30	0.00	0.00	0.00	\$20,748.30
Minus: Advances	42,496.36	0.00	0.00	0.00	\$42,496.36
Minus: Expenditures	234,590.50	235,455.50	228,455.50	315,455.50	\$1,013,957.00
CLOSING BALANCE	217,584.37	237,128.87	263,673.37	203,217.87	\$203,217.87
<b><u>GAS FUND</u></b>					
Opening Balance	0.00	0.00	0.00	0.00	\$0.00
Add: Contributions	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	0.00	0.00	0.00	0.00	\$0.00
<b><u>SINKING FUND</u></b>					
Opening Balance	136,193.70	148,922.88	145,922.88	180,922.88	\$136,193.70
Add: Contributions	42,500.00	50,000.00	50,000.00	50,000.00	\$192,500.00
Add: Arrears	2,992.81	0.00	0.00	0.00	\$2,992.81
Minus: Advances	9,763.63	0.00	0.00	0.00	\$9,763.63
Minus: Expenditures	23,000.00	53,000.00	15,000.00	32,000.00	\$123,000.00
CLOSING BALANCE	148,922.88	145,922.88	180,922.88	198,922.88	\$198,922.88

**CALCULATION OF CONTRIBUTIONS**

Total Lot Entitlement 10000  
Number of Lots 193

Lot Number	— Effective from 15/12/22 —		— Effective from 15/12/22 —	
	LEV ADMIN Fund	ADMIN Fund (incl. GST)	LEV SINKING Fund	SINKING Fund (incl. GST)
216	19	361.00	\$397	19 95.00 \$105
419	20	380.00	\$418	20 100.00 \$110
217, 218, 219, 316, 317, 318, 418, 420, 421	22	418.00	\$460	22 110.00 \$121
113, 515, 517, 615, 616, 617, 715, 716, 717, 815, 816, 817	23	437.00	\$481	23 115.00 \$127
516	25	475.00	\$523	25 125.00 \$138
213, 313, 407, 409	26	494.00	\$543	26 130.00 \$143
408, 410, 411, 412, 413, 415, 913, 914, 915	27	513.00	\$564	27 135.00 \$149
414	28	532.00	\$585	28 140.00 \$154
109, 110, 908, 910	31	589.00	\$648	31 155.00 \$171
111, 112, 909	32	608.00	\$669	32 160.00 \$176
221, 320, 423, 519, 619, 719, 819, 917	33	627.00	\$690	33 165.00 \$182
204, 304	34	646.00	\$711	34 170.00 \$187
104, 105, 205, 305	35	665.00	\$732	35 175.00 \$193
107, 108, 220, 404, 422, 505, 518, 605, 618, 705, 718, 818	36	684.00	\$752	36 180.00 \$198
308, 309, 310, 319, 504, 604, 704, 804	37	703.00	\$773	37 185.00 \$204
114, 207, 208, 209, 210, 307, 405, 502, 503, 507,				

508, 509, 510, 603, 607, 608, 609, 610, 702, 703, 916	38	722.00	<b>\$794</b>	38	190.00	<b>\$209</b>
102, 103, 211, 212, 311, 312, 402, 403, 707, 708, 709, 710, 802, 803, 807, 808, 809, 810, 902	39	741.00	<b>\$815</b>	39	195.00	<b>\$215</b>
202, 203, 302, 303, 511, 512, 602, 611, 612, 711, 712, 811, 812	40	760.00	<b>\$836</b>	40	200.00	<b>\$220</b>
904, 906, 907	43	817.00	<b>\$899</b>	43	215.00	<b>\$237</b>
215, 905	44	836.00	<b>\$920</b>	44	220.00	<b>\$242</b>
417, 805	46	874.00	<b>\$961</b>	46	230.00	<b>\$253</b>
214, 314	50	950.00	<b>\$1,045</b>	50	250.00	<b>\$275</b>
301, 514, 614, 814	58	1,102.00	<b>\$1,212</b>	58	290.00	<b>\$319</b>
315, 401, 714	59	1,120.99	<b>\$1,233</b>	59	295.00	<b>\$325</b>
912	61	1,159.00	<b>\$1,275</b>	61	305.00	<b>\$336</b>
501	62	1,178.00	<b>\$1,296</b>	62	310.00	<b>\$341</b>
601, 701	63	1,196.99	<b>\$1,317</b>	63	315.00	<b>\$347</b>
115, 801	64	1,216.00	<b>\$1,338</b>	64	320.00	<b>\$352</b>
206, 306, 406, 606, 706	66	1,254.00	<b>\$1,380</b>	66	330.00	<b>\$363</b>
101, 117, 1006	69	1,311.00	<b>\$1,442</b>	69	345.00	<b>\$380</b>
806, 813	70	1,330.00	<b>\$1,463</b>	70	350.00	<b>\$385</b>
116, 201, 513, 613, 903	71	1,349.00	<b>\$1,484</b>	71	355.00	<b>\$391</b>
106	72	1,368.00	<b>\$1,505</b>	72	360.00	<b>\$396</b>
416	74	1,406.00	<b>\$1,547</b>	74	370.00	<b>\$407</b>
506	76	1,444.00	<b>\$1,589</b>	76	380.00	<b>\$418</b>
713	80	1,520.00	<b>\$1,672</b>	80	400.00	<b>\$440</b>
911	81	1,539.00	<b>\$1,693</b>	81	405.00	<b>\$446</b>
1003	85	1,615.00	<b>\$1,777</b>	85	425.00	<b>\$468</b>
2	87	1,653.00	<b>\$1,818</b>	87	435.00	<b>\$479</b>
2001	91	1,729.00	<b>\$1,902</b>	91	455.00	<b>\$501</b>
1205	115	2,185.00	<b>\$2,404</b>	115	575.00	<b>\$633</b>
1	116	2,204.00	<b>\$2,425</b>	116	580.00	<b>\$638</b>
1206	122	2,318.00	<b>\$2,550</b>	122	610.00	<b>\$671</b>
1201	136	2,584.00	<b>\$2,843</b>	136	680.00	<b>\$748</b>
1005	138	2,622.00	<b>\$2,884</b>	138	690.00	<b>\$759</b>
1204	142	2,698.00	<b>\$2,968</b>	142	710.00	<b>\$781</b>
1203	149	2,831.00	<b>\$3,114</b>	149	745.00	<b>\$820</b>
1004	178	3,382.00	<b>\$3,721</b>	178	890.00	<b>\$979</b>
1103	183	3,477.00	<b>\$3,825</b>	183	915.00	<b>\$1,007</b>
901	189	3,591.00	<b>\$3,950</b>	189	945.00	<b>\$1,040</b>
1001	191	3,629.00	<b>\$3,992</b>	191	955.00	<b>\$1,051</b>
1102	193	3,667.00	<b>\$4,034</b>	193	965.00	<b>\$1,062</b>
1202	199	3,781.00	<b>\$4,159</b>	199	995.00	<b>\$1,095</b>
1002	207	3,933.00	<b>\$4,327</b>	207	1,035.00	<b>\$1,139</b>
1104	215	4,085.00	<b>\$4,494</b>	215	1,075.00	<b>\$1,183</b>
1101	262	4,978.00	<b>\$5,476</b>	262	1,310.00	<b>\$1,441</b>
<b>QUARTERLY TOTAL</b>		<b>\$189,999.95</b>	<b>\$209,005.00</b>		<b>\$50,000.00</b>	<b>\$55,048.00</b>

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**MINUTES**  
***of the Reconvened Annual General Meeting***

*of*

***Community Corporation 25624 Inc.***  
***141-147 PIRIE STREET, ADELAIDE***

*held*

*via Telephone or WebEx (video) ONLY*

*on Thursday, 25 November 2021 at 10:00 AM*

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**PRESENT**

**In Person**

Lot 202 Mr P W & Mrs K A Arnold  
Lot 205 Knightsbridge Asset Management Pty Ltd  
Lot 206 Knightsbridge Asset Management Pty Ltd  
Lot 208 Community Bridging Services - Trevor Love  
Lot 310 Deane Retirement Fund  
Lot 317 Miss N Gross-Parsons  
Lot 320 Mr S Wagner  
Lot 415 JRW Super Fund  
Lot 515 Ms D Shorne  
Lot 617 Third & First Pty Ltd  
Lot 814 One Percent Enterprises Property Pty Ltd  
Lot 908 Gramax Superannuation Fund  
Lot 910 Gramax Family Trust  
Lot 914 Design Alley Pty Ltd ACN 155 996 311  
Lot 915 Mr M A & Mrs S Caggiano ATF MASC Superannuation Fund  
Lot 1001 Community Bridging Services (CBS) Incorporated  
Lot 1006 Community Bridging Services (CBS) Incorporated  
Lot 1203 Mr D W J & Mrs M M Forrest ATF Forrest Family Trust

**By Proxy**

Lot 115 Ms S K H Cheong represented by proxy to Whittles  
Lot 214 Aurora On Pirie Investment Pty Ltd (ACN 138 898 852) - Proxy  
to M Franchitto represented by proxy to M Franchitto  
Lot 220 The represented by proxy to Whittles  
Lot 309 Mr M P Clarke represented by proxy to N Gross-Parsons  
Lot 315 O'Sullivan & Sons Investment Co Pty Ltd represented by proxy  
to Whittles  
Lot 318 A C & R B Kelly represented by proxy to Whittles  
Lot 401 Mr F Zappia represented by proxy to M Franchitto  
Lot 402 Hindmarsh Square Pty Ltd represented by proxy to M Franchitto  
Lot 407 Mr B Burman represented by proxy to M Franchitto  
Lot 408 BB Civil Consulting Pty Ltd represented by proxy to M  
Franchitto  
Lot 410 Mr R Zappia ATF Zappia Family Trust represented by proxy to  
M Franchitto  
Lot 411 Hindmarsh Square Pty Ltd represented by proxy to M Franchitto



- Lot 417 James & Diana Ramsay Foundation Pty Ltd represented by proxy to M Franchitto
- Lot 516 Mr S Allan-Walter-Wilson represented by proxy to Whittles
- Lot 606 Palazzo Enterprises Pty Ltd represented by proxy to M Franchitto
- Lot 607 Palazzo Enterprises Pty Ltd represented by proxy to M Franchitto
- Lot 618 Mr M & Ms N Voin represented by proxy to M Franchitto
- Lot 619 Mr M & Ms N Voin represented by proxy to M Franchitto
- Lot 704 Mr I & Mrs G Colig represented by proxy to Whittles
- Lot 705 Mr I & Mrs G Colig represented by proxy to Whittles
- Lot 902 BLP Nominees Pty Ltd ATF The Bruce Perks Famil Trust represented by proxy to M Franchitto
- Lot 909 BLP Nominees Pty Ltd represented by proxy to M Franchitto
- Lot 911 Zefir Pty Ltd represented by proxy to M Franchitto
- Lot 912 James & Diana Ramsay Foundation Pty Ltd represented by proxy to M Franchitto
- Lot 917 Mr B J Burman represented by proxy to M Franchitto

By Proxy with written voting instructions

Lot 802 Mr G A Puckridge

In Attendance

David Chapman representing Whittles Body Corporate Management Pty Ltd

## PROCEEDINGS

### PRESIDING OFFICER

The Presiding Officer, M Franchitto, presided over the meeting.

It was resolved that the Corporation Manager was to assist by conducting the meeting.

### Quorum

The Corporation Manager declared that, in accordance with the adjourned meeting provisions of the Community Titles Act 1996, a quorum was in attendance.

### Declaration of Interest

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

### 1. Acceptance of Minutes

In accordance with the provisions of Section 81(5)(b) of the Community Titles Act 1996, the minutes of the last Annual General Meeting held on 27 January 2021 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

**MOTION CARRIED: YES 37 / NO 5**

It was noted that Nicole Gross-Parsons believed there was an undeclared conflict by the Presiding Officer over the ability to waive penalty interest.

## **2. Presiding Officer's Report**

The Presiding Officer outlined the components of the tabled report.

There was introduction of the Building Manager, Phillip Vaughan.

There was also explanation of the process for rejuvenating the box hedges on the Skydeck.

There was also explanation of the options for roof repairs and the alternative which is full removal of all equipment and then re-waterproofing and tiling of the roof. Hence the sectional options which had been reviewed and options chosen that at this stage were removing leaks.

There was also discussion on why the Corporation had employed staff rather than using third party contractors. It was noted that this process allowed greater control over the actions, etc of the workers involved and greater quality of service.

## **3. Acceptance of Statement of Accounts**

In accordance with the provisions of Section 81(5) (d) of the Community Titles Act 1996 (amended), the audited Statement of Accounts for the financial year ended from September 2020 to August 2021 which have been circulated to all members, were accepted.

**MOTION CARRIED**

## **4. Appointment of Manager**

In our endeavours to continuously improve customer service, Whittles have implemented a more comprehensive support structure for your Body Corporate Manager contacts.

Your team consists of:

Body Corporate Manager - David Chapman - 8291 2300

Assistant Manager - Virginia Zilm - 8291 2300

What does this mean for you?

This structure will enable your management team to attend to your enquiries faster and operate more effectively. Going forward, you may contact or be contacted by one of the three members of your team about anything in relation to the management of your Corporation.

That the Corporation decide under Section 76(9) of the Community Titles Act 1996 to:

3.1 appoint Whittles Management Services Pty Ltd as its Manager to supply Services,

3.2 make the appointment for a Term of twelve(12) months, being from the September 2021 to August 2022 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,

3.3 authorise limited powers to Whittles Management Services Pty Ltd,

3.4 agree to pay Service Fees to Whittles Management Services Pty Ltd,

3.5 acknowledge the Disclosures by Whittles Management Services Pty Ltd, and

3.6 execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.

**MOTION CARRIED**

**5. Election of Office Bearers and Committee**

In accordance with Section 76(1) & 90 (1) of the Community Titles Act 1996, the meeting appointed the following Office Bearers and Committee Members:

The Corporation agreed to expand the Committee to include 8 members.

Presiding Officer	M Franchitto	Lot 908, 910
Secretary	T Lambert	Lot 205 & 206
Treasurer	M Cecere-Palazzo	Lot 606, 607
Member	E Deane	Lot 310
Member	N Gross-Parsons	Lot 317
Member	S Wagner	Lot 320
Member	D Shorne	Lot 515
Member	B Perks	Lot 902 & 909

**Limitations Imposed**

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

Committee Meetings should be conducted in accordance with Sections 91 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 included with the Corporation's records.

The Manager was asked to provide more detail and the Building Managers report.

It was also noted that Dorothy Shorne would be implementing the Monthly Newsletter to occupants.

**MOTION CARRIED**

Owners expressed their thanks for the Committee during the last 12 months. M Franchitto also recognised D Shorne for her works in regards to the staffing/employment process. N Gross-Parson also wished to thank M Cecere-Palazzo for his hospitality.

**6. Current Insurance Details**

The Corporation's current policy details are as follows:

Underwriting Agency	CHU Underwriting Agencies Pty Ltd		
Underwriter	QBE Insurance (Australia) Ltd		
Broker	MGA Insurance Brokers		
Policy Number	CS0006050360		
Expiry Date	31/07/2022		
Building / Common Property Cover	\$78,780,000	Excess	Held
Legal Liability	\$30,000,000	Excess	
Office Bearer's Liability	\$5,000,000		
Catastrophe Cover	\$23,634,000		
Flood Cover	Not Held		
Machinery Breakdown	\$100,000	Excess	Held
Appeal Expenses	\$100,000		
Common Area Contents	\$787,800		
Cost of Storage & Evacuation	\$1,181,700		
Escalation in Cost of Temp Acc	\$1,181,700		
Extended cover-Rent/temp Accom	\$3,545,100		
Fidelity Guarantee	\$250,000		
Government Audit Costs	\$25,000		
Legal Defence Expenses	\$50,000		
Loss of Rent/Temporary Accom	\$11,817,000		
Lot Owners Fixtures & Improvements (per lot)	\$250,000		
Voluntary Workers	\$200,000 / \$2,000		
Notes	EXCESS: Policy 1 - Insured Property - Standard \$2,500; Earthquake - The lesser of \$20,000 or 1% of Policy 1 Insured Property; Policy 7 - Machinery Breakdown - Standard \$500. Please refer to the Product Disclosure Statement for Policy Limitations.		

**7. Insurance Valuation**

In accordance with Section 103 of the Community Titles Act 1996, it was recommended the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation of the buildings at an estimated cost of \$2,500 ex GST and that this valuation be adopted by the Body Corporate effective immediately on receipt.

**MOTION CARRIED**

**8. Insurance Renewal**

The Body Corporate Manager is to arrange quotes and/or renewal of the Corporation's insurance for a sum insured of \$78,780,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available on request.

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

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

#### Contents Insurance

The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for the 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 Corporation'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.

#### Commercial Only

Insurance of all stock, display fittings, machinery breakdown, loss of rent, business interruption and fidelity insurance, and all internal partitioning erected since the completion of the original building is the Lot Owner's or trader's responsibility.

Members of the Corporation were reminded that it is their legal responsibility to advise the Corporation's Managers of any change in use of occupancy of their respective lot, and that the Corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

The Corporation's Insurance Certificate of Currency is available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.

**MOTION CARRIED**

### **9. General Business**

#### **9.1 Building Maintenance - Overview of New Building Manager & Front Desk Positions**

There was explanation of the new staff members and welcome to Phillip Vaughan and Sharon Thomson.

#### **9.2 Embedded Network - Reduction in Costs**

The Body Corporate Manager noted that the loan to implement the embedded network was now fully paid and as such, the Corporation had budgeted for a reduction in the contributions to recognise the savings being made.

#### **9.3 COVID-19 Strategy**

With the opening up of the borders, etc there was discussion on COVID-19 and the Corporation agreed to continue to follow SA Health guidelines.

#### **9.4 Lift Replacement Fund**

There was discussion on setting up a stand alone fund for lift replacement. It was agreed to refer this to the Committee.

**10. Administrative Fund Budget**

In accordance with Section 81(5)(d) (iii) of the Community Titles Act 1996, the attached Administrative Fund budget was approved and adopted.

This budget is a decrease from the previous budget with total proposed contributions of \$185,000 ex GST per quarter from the AGM date for the financial year ending August 2022.

Contributions will be raised in accordance with Lot Entitlement Values.

It was also noted that the Honorarium of \$3,600 for the Presiding Officer was approved in the budget. There was discussion on whether to make this reviewable annually or more permanent and it was agreed to refer this to a future general meeting if raised.

**MOTION CARRIED**

**11. Sinking Fund Budget**

In accordance with Section 116 of the Community Titles Act 1996, the attached Sinking Fund budget was approved and adopted.

This budget is an increase from the previous budget with total proposed contributions of \$42,500 ex GST per quarter from the AGM date for the financial year ending August 2022.

Contributions will be raised in accordance with Lot Entitlement Values.

**MOTION CARRIED**

**12. Transferring of Funds (Special Resolution)**

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

**MOTION CARRIED**

**13. Insufficient Funds Special Levy Authority**

The Corporation RESOLVE that should there be insufficient funds in the Administration Account of the Corporation 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 Corporation 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 Office Bearers / 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 Lot Entitlement Values and must not exceed the sum of \$70,000 ex GST ("the Maximum Levy Amount").

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**

**14. Audit of Annual Financial Statement**

In accordance with Part 13, Division 2 of the Community Titles Act 1996, the Corporation was obligated to carry out an independent audit of the Corporation's annual statement of accounts. Whittles recommended MGI Assurance (SA) be appointed at an estimated cost of \$1,970 ex GST.

**MOTION CARRIED**

**15. Interest Charged on Overdue Contributions/Levies**

In accordance with the provisions of Section 114 (4) of the Community Titles Act 1996, the Corporation 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 Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

**MOTION CARRIED**

**16. Recovery of Overdue Contributions/Levies**

In accordance with Section 114 (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 Corporation 25624 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 30 days of the due date. (30 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.

**MOTION CARRIED**

**17. Electronic Communication**

With the increasing delays through the Australia Post system, the Committee recommended that owners should consider electing to receive all communication via email to speed up delivery and convenience (this includes correspondence and contribution notices).

**18. Closure**

The meeting closed.

**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.**

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**MINUTES**  
***of the Reconvened Annual General Meeting***

*of*

***Community Corporation 25624 Inc.***  
***141-147 PIRIE STREET, ADELAIDE***

*held*

*at Adelaide SkyDeck Function Room*

*on Wednesday, 27 January 2021 at 10:00 AM*

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**PRESENT**

**In Person**

Lot 206 Knightsbridge Asset Management Pty Ltd  
Lot 208 Community Bridging Services - Trevor Love  
Lot 216 Umbrella Investments & Securities Pty Ltd  
Lot 317 Miss N Gross-Parsons  
Lot 320 Mr S Wagner  
Lot 415 JRW Super Fund  
Lot 515 Ms D Shorne  
Lot 606 Palazzo Enterprises Pty Ltd  
Lot 607 Palazzo Enterprises Pty Ltd  
Lot 709 H J & G W Glasson  
Lot 908 Gramax Superannuation Fund  
Lot 910 Gramax Family Trust  
Lot 915 Mr M A & Mrs S Caggiano ATF MASC Superannuation Fund  
Lot 1001 Community Bridging Services (CBS) Incorporated  
Lot 1006 Community Bridging Services (CBS) Incorporated

**By Proxy**

Lot 1 Mr C, Ms C & Ms A Apostolides represented by proxy to Whittles  
Lot 116 Simounds Developments Pty Ltd represented by proxy to Whittles  
Lot 117 Arwen Investments Pty Ltd represented by proxy to Whittles  
Lot 214 Aurora On Pirie Investment Pty Ltd (ACN 138 898 852) represented by proxy to Whittles  
Lot 217 Mr S Howie represented by proxy to Whittles  
Lot 220 The represented by proxy to Whittles  
Lot 221 S Phie & K S Dormer represented by proxy to Whittles  
Lot 303 Mr A E Wee represented by proxy to Whittles  
Lot 304 Sandel Investments Pty Ltd represented by proxy to Whittles  
Lot 309 Mr M P Clarke represented by proxy to Whittles  
Lot 315 O'Sullivan & Sons Investment Co Pty Ltd represented by proxy to Whittles  
Lot 417 James & Diana Ramsay Foundation Pty Ltd represented by proxy to Whittles  
Lot 501 P Dominic & T L Butler-Bowdon represented by proxy to Whittles  
Lot 505 PL Della Porta Pty Ltd (ACN 141 828 051) represented by proxy to Whittles  
Lot 506 Lengakiki Holdings Pty Ltd ATF Cromack Stewart Family Trust



- represented by proxy to Whittles
- Lot 509 Lengakiki Holdings Pty Ltd (ACN 167 240 584) represented by proxy to Whittles
- Lot 516 Mr S Allan-Walter-Wilson represented by proxy to Whittles
- Lot 604 PG Petrov Super Pty Ltd ATF The P & G Superannuation Fund represented by proxy to Whittles
- Lot 605 Mr P R & Mrs G I Petrova represented by proxy to Whittles
- Lot 609 Arwen Investments Pty Ltd represented by proxy to Whittles
- Lot 617 Third & First Pty Ltd represented by proxy to Whittles
- Lot 704 Mr I & Mrs G Colig represented by proxy to Whittles
- Lot 705 Mr I & Mrs G Colig represented by proxy to Whittles
- Lot 716 Waller Developments Pty Ltd represented by proxy to Whittles
- Lot 806 Mr J L Hicks represented by proxy to Whittles
- Lot 807 Mr J L Hicks represented by proxy to Whittles
- Lot 808 Clutch Energy Investments Pty Ltd represented by proxy to Whittles
- Lot 814 One Percent Enterprises Property Pty Ltd represented by proxy to Whittles
- Lot 815 Ms E M Cheung represented by proxy to Whittles
- Lot 816 Mr B J & Mrs G Hopping represented by proxy to Whittles
- Lot 905 Regional Infrastructure Developments P/L represented by proxy to Chairman or Whittles
- Lot 1103 Abbott Investments (SA) Pty Ltd represented by proxy to Mr T Abbott or Whittles
- Lot 1205 Local Government Finance Authority of South Australia represented by proxy to Whittles
- Lot 1206 Local Government Finance Authority of South Australia represented by proxy to Whittles

By Proxy with written voting instructions

Lot 802 Mr G A Puckridge

In Attendance

David Chapman representing Whittles Body Corporate Management Pty Ltd  
Ian Centrella - Building Manager

## PROCEEDINGS

### PRESIDING OFFICER

The Presiding Officer, Mr M Franchitto, presided over the meeting.

It was resolved that the Corporation Manager was to assist by conducting the meeting.

### Quorum

The Corporation Manager declared that, in accordance with the adjourned meeting provisions of the Community Titles Act 1996, a quorum was in attendance.

### Declaration of Interest

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

**1. Acceptance of Minutes**

In accordance with the provisions of Section 81(5)(b) of the Community Titles Act 1996, the minutes of the last Annual General Meeting held on 14 November 2019 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

## **2. Acceptance of Statement of Accounts**

In accordance with the provisions of Section 81(5) (d) of the Community Titles Act 1996 (amended), the unaudited Statement of Accounts for the financial year ended from September 2019 to August 2020 which have been circulated to all members, was accepted.

## **3. Appointment of Manager**

The Presiding Officer indicated he had conducted a review of the body corporate management and its service delivery and had previously obtained other quotes. It was indicated that upon review, the Corporation is best placed to continue working with Whittles.

The Corporation decided under Section 76(9) of the Community Titles Act 1996 to:

- 3.1 appoint Whittles Management Services Pty Ltd as its Manager to supply Services,
- 3.2 make the appointment for a Term of twelve(12) months, being from the September 2020 to August 2021 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,
- 3.3 authorise limited powers to Whittles Management Services Pty Ltd,
- 3.4 agree to pay Service Fees to Whittles Management Services Pty Ltd,
- 3.5 acknowledge the Disclosures by Whittles Management Services Pty Ltd, and
- 3.6 execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at [whittles.com.au](http://whittles.com.au) using your owner login.

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

In accordance with Section 76(1) & 90 (1) of the Community Titles Act 1996, the meeting appointed the following Office Bearers and Committee Members.

Presiding Officer	Mr M Franchitto	Lot 908, 910
Secretary	Mr T Lambert	Lot 206
Treasurer	Mr M Cecere-Palazzo	Lot 606, 607
Member	Ms D Shorne	Lot 515
Member	Miss N Gross-parsons	Lot 317
Member	Mr S Wagner	Lot 320
Member	Mr T Forwood	Lot 902
Member	Mr B Burman	Lot 917

### **Limitations Imposed**

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

Committee Meetings should be conducted in accordance with Sections 91 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 included with the Corporation's records.

## **5. Current Insurance Details**

The Corporation's current policy details are as follows:

Underwriting Agency	CHU Underwriting Agencies Pty Ltd
Underwriter	QBE Insurance (Australia) Ltd
Broker	MGA Insurance Brokers
Policy Number	CS0006050360
Expiry Date	31/07/2021

Building / Common Property Cover	\$78,780,000	Excess	Held - Refer Notes
Legal Liability	\$20,000,000		
Office Bearer's Liability	\$1,000,000		
Catastrophe Cover	\$23,634,000		
Flood Cover	Not Held		
Machinery Breakdown	\$100,000	Excess	Held - Refer Notes
Appeal Expenses	\$100,000		
Common Area Contents	\$787,800		
Cost of Storage & Evacuation	\$1,181,700		
Escalation in Cost of Temp Acc	\$1,181,700		
Extended cover-Rent/temp Accom	\$3,545,100		
Fidelity Guarantee	\$200,000		
Government Audit Costs	\$25,000		
Legal Defence Expenses	\$50,000		
Loss of Rent/Temporary Accommm	\$11,817,000		
Lot Owners Fixtures & Improvements (per lot)	\$250,000		
Voluntary Workers	\$200,000 / \$2,000		

#### Notes

Excess: Policy 1 - Insured Property - Standard: \$2,500; Policy 7 - Machinery Breakdown - Standard: \$500; Earthquake - The lesser of \$20,000 or 1% of Policy 1 Insured Property.

Please refer to the Product Disclosure Statement for Policy Limitations.

## **6. Insurance Renewal**

It was resolved that the Corporation Manager is to arrange quotes and/or renewal of the Corporations insurance for a sum insured of \$78,780,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available on request.

Owners were 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 corporation.

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

### Contents Insurance

The Corporation Manager advised members of the necessity for them to arrange individually for adequate insurance for the 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 Corporation'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.

### Commercial Only

Insurance of all stock, display fittings, machinery breakdown, loss of rent, business interruption and fidelity insurance, and all internal partitioning erected since the completion of the original building is the Lot Owner's or trader's responsibility.

Members of the Corporation were reminded that it is their legal responsibility to advise the Corporation's Managers of any change in use of occupancy of their respective lot, and that the Corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

## **7. General Business**

### **Gym/Pool Update**

The Corporation noted that due to the current COVID-19 rules a marshal was required and the Corporation agreed to proceed with opening the pool/gym for pass holders only from 8am-5pm when staff are onsite and could observe via video as well. There will be extra signage and QR codes involved. Other than that it will remain closed.

*Update - we have received a ruling that allows for these areas to be reopened and the Building Manager has communicated this to occupants.*

## **8. Administrative Fund Budget**

In accordance with Section 81(5)(d) (iii) of the Community Titles Act 1996, the attached Administrative Fund budget was approved and adopted.

This budget is the same as the previous budget with total proposed contributions of \$225,000 ex GST per quarter for the financial year ending August 2021.

Contributions will be raised in accordance with Lot Entitlement Values.

## **9. Sinking Fund Budget**

There was explanation of the continuing increase in sinking fund contributions year on year noting that the annual amount would be \$140,000 this year, then \$170,000 and \$200,000 in subsequent years, in response to concerns about ensuring that the building is appropriately funded.

In accordance with Section 116 of the Community Titles Act 1996, the attached Sinking Fund budget was approved and adopted.

This budget is an increase from the previous budget with total proposed contributions of \$35,000 ex GST per quarter for the financial year ending August 2021.

Contributions will be raised in accordance with Lot Entitlement Values.

## **10. Transferring of Funds (Special Resolution)**

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

## **11. Special Levy Authority**

Should there be insufficient funds to meet the payment for renewal of the insurance and/or where a shortfall of funds occurs, it was resolved that the funds required to meet such a shortfall be acquired by levy raised at the instigation of the Corporation Manager following consultation with the Management Committee and be raised in accordance with Lot Entitlement Values.

## **12. Audit of Annual Financial Statement**

In accordance with Part 13, Division 2 of the Community Titles Act 1996, it was resolved that the Corporation is to carry out an independent audit of the Corporation's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$1,950.

### **13. Interest Charged on Overdue Contributions/Levies**

In accordance with the provisions of Section 114 (4) of the Community Titles Act 1996, it was resolved that the Corporation 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 Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

### **14. Recovery of Overdue Contributions/Levies**

In accordance with Section 114 (7) of the Community Titles Act 1996, Whittles was authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of Community Corporation 25624 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 30 days of the due date. (30 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.

### **15. Electronic Communication**

With the increasing cost of mail and delays through the Australia Post system, the Committee recommends that owners elect to receive all communication via email (this includes correspondence and contribution notices).

Owners were also directed to the Whittles website and the "Owners Portal" within that.

### **NEXT ANNUAL GENERAL MEETING**

There was general agreement that next year's meeting should be held at the property at a time and date to be advised.

### **CLOSURE**

The meeting closed.

### **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.25624 INC**  
**141-147 PIRIE STREET, ADELAIDE**

**Year ending August 2021**

**ADMINISTRATIVE FUND**

	<b>Sept-Nov 20</b>	<b>Dec-Feb 21</b>	<b>Mar-May 21</b>	<b>Jun-Aug 21</b>	<b>Annual Total</b>
<b>INCOME</b>					
Contributions	225,000.00	225,000.00	225,000.00	225,000.00	\$900,000.00
Arrears	12,874.66	0.00	0.00	0.00	\$12,874.66
Advances	-42,973.31	-0.00	-0.00	-0.00	-\$42,973.31
Recoverable costs - Electricity usage	75,000.00	75,000.00	75,000.00	75,000.00	\$300,000.00
<b>Total</b>	<b>269,901.35</b>	<b>300,000.00</b>	<b>300,000.00</b>	<b>300,000.00</b>	<b>\$1,169,901.35</b>
<b>EXPENDITURE</b>					
Agreed Services	8,443.75	8,443.75	8,443.75	8,443.75	\$33,775.00
Air conditioning	8,000.00	8,000.00	8,000.00	8,000.00	\$32,000.00
Asset & Utility Management Services	569.25	569.25	569.25	569.25	\$2,277.00
Auditor fee	1,925.00	0.00	0.00	0.00	\$1,925.00
Building manager	22,500.00	22,500.00	22,500.00	22,500.00	\$90,000.00
Caretaking	22,500.00	22,500.00	22,500.00	22,500.00	\$90,000.00
Cleaning	28,750.00	28,750.00	28,750.00	28,750.00	\$115,000.00
Cleaning - Windows	6,205.00	0.00	6,205.00	0.00	\$12,410.00
Common property	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Communication Systems & Data Management	2,890.50	2,890.50	2,890.50	2,890.50	\$11,562.00
Electrical	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Fire systems - Repairs	2,050.00	2,050.00	2,050.00	2,050.00	\$8,200.00
Fire systems - Services	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Fire systems - Telephone	450.00	450.00	450.00	450.00	\$1,800.00
Honorarium	900.00	900.00	900.00	900.00	\$3,600.00
Hot water service - Repairs	500.00	500.00	500.00	500.00	\$2,000.00
Indoor plant rental	275.00	275.00	275.00	275.00	\$1,100.00
Insurance - Renewal	28,750.00	28,750.00	28,750.00	28,750.00	\$115,000.00
Lift	7,250.00	7,250.00	7,250.00	7,250.00	\$29,000.00
Loans/leases - Repayments	26,625.00	26,625.00	26,625.00	26,625.00	\$106,500.00
Meeting fee	375.00	375.00	375.00	375.00	\$1,500.00
Pest control	300.00	300.00	300.00	300.00	\$1,200.00
Plumbing	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Pool/Spa	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Reports	375.00	375.00	375.00	375.00	\$1,500.00
Rubbish	6,000.00	6,000.00	6,000.00	6,000.00	\$24,000.00
Security	750.00	750.00	750.00	750.00	\$3,000.00
Taxation - Accountants fee	385.00	0.00	0.00	0.00	\$385.00
Taxation - BAS Return	150.00	150.00	150.00	150.00	\$600.00
Taxation - Payment	500.00	0.00	0.00	0.00	\$500.00
Utilities - Electricity	98,000.00	98,000.00	80,000.00	80,000.00	\$356,000.00
Utilities - Gas	8,500.00	8,500.00	8,500.00	8,500.00	\$34,000.00
Venue hire	375.00	375.00	375.00	375.00	\$1,500.00
<b>Total</b>	<b>300,543.50</b>	<b>291,528.50</b>	<b>279,733.50</b>	<b>273,528.50</b>	<b>\$1,145,334.00</b>

**GAS FUND**

	<b>Sept-Nov 20</b>	<b>Dec-Feb 21</b>	<b>Mar-May 21</b>	<b>Jun-Aug 21</b>	<b>Annual Total</b>
<b>INCOME</b>					
Contributions	0.00	0.00	0.00	0.00	\$0.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	<u>-0.00</u>
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b><u>\$0.00</u></b>

**SINKING FUND**

	<b>Sept-Nov 20</b>	<b>Dec-Feb 21</b>	<b>Mar-May 21</b>	<b>Jun-Aug 21</b>	<b>Annual Total</b>
<b>INCOME</b>					
Contributions	28,000.00	28,000.00	35,000.00	35,000.00	\$126,000.00
Arrears	1,712.72	0.00	0.00	0.00	\$1,712.72
Advances	-5,181.81	-0.00	-0.00	-0.00	<u>-\$5,181.81</u>
<b>Total</b>	<b>24,530.91</b>	<b>28,000.00</b>	<b>35,000.00</b>	<b>35,000.00</b>	<b><u>\$122,530.91</u></b>
<b>EXPENDITURE</b>					
Common property	20,000.00	20,000.00	20,000.00	20,000.00	<u>\$80,000.00</u>
<b>Total</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b><u>\$80,000.00</u></b>



**CASH FLOW SUMMARY**

	<b>Sept-Nov 20</b>	<b>Dec-Feb 21</b>	<b>Mar-May 21</b>	<b>Jun-Aug 21</b>	<b>Annual Total</b>
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	72,057.62	41,415.47	49,886.97	70,153.47	\$72,057.62
Add: Contributions	225,000.00	225,000.00	225,000.00	225,000.00	\$900,000.00
Add: Recoverable costs - Electricity usage	75,000.00	75,000.00	75,000.00	75,000.00	\$300,000.00
Add: Arrears	12,874.66	0.00	0.00	0.00	\$12,874.66
Minus: Advances	42,973.31	0.00	0.00	0.00	\$42,973.31
Minus: Expenditures	300,543.50	291,528.50	279,733.50	273,528.50	\$1,145,334.00
<b>CLOSING BALANCE</b>	<b>41,415.47</b>	<b>49,886.97</b>	<b>70,153.47</b>	<b>96,624.97</b>	<b>\$96,624.97</b>
<b><u>GAS FUND</u></b>					
Opening Balance	0.00	0.00	0.00	0.00	\$0.00
Add: Contributions	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
<b>CLOSING BALANCE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
<b><u>SINKING FUND</u></b>					
Opening Balance	18,983.70	23,514.61	31,514.61	46,514.61	\$18,983.70
Add: Contributions	28,000.00	28,000.00	35,000.00	35,000.00	\$126,000.00
Add: Arrears	1,712.72	0.00	0.00	0.00	\$1,712.72
Minus: Advances	5,181.81	0.00	0.00	0.00	\$5,181.81
Minus: Expenditures	20,000.00	20,000.00	20,000.00	20,000.00	\$80,000.00
<b>CLOSING BALANCE</b>	<b>23,514.61</b>	<b>31,514.61</b>	<b>46,514.61</b>	<b>61,514.61</b>	<b>\$61,514.61</b>

**CALCULATION OF CONTRIBUTIONS**

Total Lot Entitlement 10000  
Number of Lots 193

<b>Lot Number</b>	<b>— Effective from 15/12/19 —</b>		<b>— Effective from 15/03/21 —</b>	
	<b>LEV ADMIN Fund</b>	<b>ADMIN Fund (incl. GST)</b>	<b>LEV SINKING Fund</b>	<b>SINKING Fund (incl. GST)</b>
216	19 427.50	\$470	19 66.50	\$73
419	20 450.00	\$495	20 70.00	\$77
217, 218, 219, 316, 317, 318, 418, 420, 421	22 495.00	\$545	22 77.00	\$85
113, 515, 517, 615, 616, 617, 715, 716, 717, 815, 816, 817	23 517.50	\$569	23 80.50	\$89
516	25 562.49	\$619	25 87.50	\$96
213, 313, 407, 409	26 585.00	\$644	26 91.00	\$100
408, 410, 411, 412, 413, 415, 913, 914, 915	27 607.50	\$668	27 94.50	\$104
414	28 630.00	\$693	28 98.00	\$108
109, 110, 908, 910	31 697.50	\$767	31 108.50	\$119
111, 112, 909	32 720.00	\$792	32 112.00	\$123
221, 320, 423, 519, 619, 719, 819, 917	33 742.50	\$817	33 115.50	\$127
204, 304	34 765.00	\$842	34 119.00	\$131
104, 105, 205, 305	35 787.50	\$866	35 122.50	\$135
107, 108, 220, 404, 422, 505, 518, 605, 618, 705, 718, 818	36 810.00	\$891	36 126.00	\$139
308, 309, 310, 319, 504, 604, 704, 804	37 832.50	\$916	37 129.50	\$142
114, 207, 208, 209, 210, 307, 405, 502, 503, 507,				

508, 509, 510, 603, 607, 608, 609, 610, 702, 703, 916	38	855.00	<b>\$941</b>	38	133.00	<b>\$146</b>
102, 103, 211, 212, 311, 312, 402, 403, 707, 708, 709, 710, 802, 803, 807, 808, 809, 810, 902	39	877.50	<b>\$965</b>	39	136.50	<b>\$150</b>
202, 203, 302, 303, 511, 512, 602, 611, 612, 711, 712, 811, 812	40	900.00	<b>\$990</b>	40	140.00	<b>\$154</b>
904, 906, 907	43	967.50	<b>\$1,064</b>	43	150.50	<b>\$166</b>
215, 905	44	990.00	<b>\$1,089</b>	44	154.00	<b>\$169</b>
417, 805	46	1,035.00	<b>\$1,139</b>	46	161.00	<b>\$177</b>
214, 314	50	1,124.99	<b>\$1,238</b>	50	175.00	<b>\$193</b>
301, 514, 614, 814	58	1,304.99	<b>\$1,436</b>	58	203.00	<b>\$223</b>
315, 401, 714	59	1,327.50	<b>\$1,460</b>	59	206.50	<b>\$227</b>
912	61	1,372.50	<b>\$1,510</b>	61	213.50	<b>\$235</b>
501	62	1,395.00	<b>\$1,535</b>	62	217.00	<b>\$239</b>
601, 701	63	1,417.50	<b>\$1,559</b>	63	220.50	<b>\$243</b>
115, 801	64	1,440.00	<b>\$1,584</b>	64	224.00	<b>\$246</b>
206, 306, 406, 606, 706	66	1,485.00	<b>\$1,634</b>	66	231.00	<b>\$254</b>
101, 117, 1006	69	1,552.50	<b>\$1,708</b>	69	241.50	<b>\$266</b>
806, 813	70	1,575.00	<b>\$1,733</b>	70	245.00	<b>\$270</b>
116, 201, 513, 613, 903	71	1,597.50	<b>\$1,757</b>	71	248.50	<b>\$273</b>
106	72	1,620.00	<b>\$1,782</b>	72	252.00	<b>\$277</b>
416	74	1,665.00	<b>\$1,832</b>	74	259.00	<b>\$285</b>
506	76	1,710.00	<b>\$1,881</b>	76	266.00	<b>\$293</b>
713	80	1,800.00	<b>\$1,980</b>	80	280.00	<b>\$308</b>
911	81	1,822.50	<b>\$2,005</b>	81	283.50	<b>\$312</b>
1003	85	1,912.50	<b>\$2,104</b>	85	297.50	<b>\$327</b>
2	87	1,957.50	<b>\$2,153</b>	87	304.50	<b>\$335</b>
2001	91	2,047.50	<b>\$2,252</b>	91	318.50	<b>\$350</b>
1205	115	2,587.50	<b>\$2,847</b>	115	402.50	<b>\$443</b>
1	116	2,609.99	<b>\$2,871</b>	116	406.00	<b>\$447</b>
1206	122	2,745.00	<b>\$3,020</b>	122	427.00	<b>\$470</b>
1201	136	3,060.00	<b>\$3,366</b>	136	476.00	<b>\$524</b>
1005	138	3,105.00	<b>\$3,416</b>	138	483.00	<b>\$531</b>
1204	142	3,195.00	<b>\$3,515</b>	142	497.00	<b>\$547</b>
1203	149	3,352.50	<b>\$3,688</b>	149	521.50	<b>\$574</b>
1004	178	4,005.00	<b>\$4,406</b>	178	623.00	<b>\$685</b>
1103	183	4,117.50	<b>\$4,530</b>	183	640.49	<b>\$705</b>
901	189	4,252.50	<b>\$4,678</b>	189	661.50	<b>\$728</b>
1001	191	4,297.50	<b>\$4,728</b>	191	668.50	<b>\$735</b>
1102	193	4,342.49	<b>\$4,777</b>	193	675.50	<b>\$743</b>
1202	199	4,477.50	<b>\$4,926</b>	199	696.50	<b>\$766</b>
1002	207	4,657.50	<b>\$5,124</b>	207	724.50	<b>\$797</b>
1104	215	4,837.50	<b>\$5,322</b>	215	752.50	<b>\$828</b>
1101	262	5,895.00	<b>\$6,485</b>	262	917.00	<b>\$1,009</b>
<b>QUARTERLY TOTAL</b>		<b>\$224,999.91</b>	<b>\$247,524.00</b>		<b>\$34,999.99</b>	<b>\$38,501.00</b>



Strata and Community Title Services

Adelaide Office  
176 Fullarton Road  
Dulwich  
South Australia 5065  
PO Box 309  
Kent Town SA 5071

T 08 8291 2300

02/02/23

THE FORM 1 COMPANY  
LEVEL 8 420 KING WILLIAM STREET  
ADELAIDE, SA, 5000

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

[www.whittles.com.au](http://www.whittles.com.au)

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**MINUTES**  
*of the Management Committee Meeting*

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Suite 205/206*

*on Friday, 29 July 2022 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 206 Knightsbridge Asset Management Pty Ltd  
Lot 317 Miss N Gross-Parsons  
Lot 515 Ms D Shorne  
Lot 607 Palazzo Enterprises Pty Ltd  
Lot 902 BLP Nominees Pty Ltd ATF The Bruce Perks Famil Trust  
Lot 909 Gramax Trust

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers  
Phil Vaughan - Building Manager

**Apologies**

Lot 310 E Deane

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

### **Quorum**

The Corporation Manager declared that a quorum was formed with 6 of the 8 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

### **DECLARATION OF INTEREST**

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

### **NOTICE OF MOTION / PURPOSE OF MEETING**

#### **1. Minutes (Ordinary Resolution)**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 24th of June 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

**MOTION CARRIED**

#### **2. Review of Previous Action/Agreements**

It was noted that Spa repairs were agreed.

#### **3. Building Manager Report**

The tabled report was reviewed and accepted.

##### **Key points were:**

- A revised policy on renovations is to be developed including carpet protection when works are being undertaken on any floor, to ensure that builders do take due care in community space.
- Lift 4 to be returned to operation in September, as a result to parts and delivery timelines.
- Water leaks from L11-10. Engineers report will be received after 25 August and then options will be reviewed as to repair responsibility and methodology, and quotes for rectifications will be sought.
- Pool Plant Room to be resealed as it was not sealed properly from inception and now is leaking water through the sub-strate into floor below.
- CCTV camera upgrade - this will be reviewed after the water leaks issue is resolved, this is not a MUST DO expense at this stage.

#### **4. Financial Overview**

The Committee reviewed the 11 month data and advised that the Corporation was well placed. It was noted that the proposed budget will continue with the Sinking Fund increases as per the plan from a couple of years ago.

A full Committee review will occur to review in detail that 12 month data and proposed budget after end of Corporation financial year in August.

It is expected that some of any surplus in the Admin Fund would be transferred to the Sinking Fund.

#### **5. Lobby Renovations**

Dorothy Shorne noted the progression on the concierge area and difficulties in finding appropriate

contractors to update the back board in lobby.

**6. AGM Items**

The Committee had a discussion on being better prepared to answer questions on critical issues at the AGM, and available to attend as a leadership group.

It was noted that the AGM will be conducted in a Hybrid medium (in Person + Webex), unless otherwise required due to COVID.

**CLOSURE**

T Lambert was thanked for his hospitality. The meeting closed.

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**MINUTES**  
**of the Management Committee Meeting**

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Suite 205/206*

*on Friday, 24 June 2022 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 206 Knightsbridge Asset Management Pty Ltd - T Lambert  
Lot 310 Deane Retirement Fund - T Deane  
Lot 515 Ms D Shorne  
Lot 902 BLP Nominees Pty Ltd ATF The Bruce Perks Famil Trust - B Perks  
Lot 909 Gramax Trust - M Franchitto

**By Proxy**

Lot 607 Palazzo Enterprises Pty Ltd represented by proxy to M Franchitto

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers  
Phil Vaughan - Building Manager

**Apologies**

Lot 317 - N Gross-Parsons

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Corporation Manager declared that a quorum was formed with 6 of the 8 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

**DECLARATION OF INTEREST**

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

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 27 May 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

**MOTION CARRIED**

### **2. Review of Previous Action/Agreements**

There was none noted.

### **3. Financial Overview**

Overall the financial position of the Corporation seems stable. Upon the end of the financial year, it is proposed that any surplus maybe transferred from the Administrative Fund to the Sinking Fund to help build these funds. The Committee again noted the planned Sinking Fund increase program, as per previous Annual General Meeting approval, would continue.

### **4. Building Manager Report**

The Committee reviewed the tabled Building Managers report.

#### **Key items reported were:**

- Carpet in the concierge and postbox area due to be replaced on Friday 1st of July, and Exit door (facing lobby) to Bins area also repainted on Saturday 2nd of July.
- Lift # 4 issues - it was noted that a control belt replacement was to occur with timing set for September 2022 but delay due to needing to import parts from overseas.
- Water Leak - Level 11 balcony tiled area through to Level 10 tenancies, it was noted there was much work to be done to confirm root cause of leak and as such, the Building Manager was obtaining engineers reports on this matter to allow the Committee to review next steps and responsibilities for eventual repair.

### **5. Any Other Business**

#### **5.1 Concierge Backdrop Upgrade**

It was agreed that after 10 years that this area needed a refresh. As such, it was agreed that Dorothy Shorne would be the project leader to investigate design and materials options. The Committee envisaged a budget of around \$10,000 may be required.

#### **5.2 Foyer Chairs**

It was agreed that TWO new contemporary chairs would be sourced for the waiting area, and expected to be in place by mid August.

## **NEXT MANAGEMENT COMMITTEE MEETING**

It was agreed that the next meeting will be held on Friday 29th of July 2022 at 11am.

## **CLOSURE**

T Lambert was thanked for their hospitality and the meeting closed.

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**MINUTES**  
***of the Management Committee Meeting***

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Suite 205/206*

*on Friday, 27 May 2022 at 10:00 AM*

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**PRESENT**

**In Person**

Lot 206 Mr T Lambert  
Lot 310 Mr E Deane  
Lot 317 Miss N Gross-Parsons  
Lot 515 Ms D Shorne  
Lot 607 Mr M Cecere-Palazzo  
Lot 909 Mr M Franchitto

**By Proxy**

Lot 902 M B Perks represented by proxy to Mr M Franchitto

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers  
Phil Vaughan - Building Manager

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Corporation Manager declared that a quorum was in attendance by presence or proxy.

**DECLARATION OF INTEREST**

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



## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes (Ordinary Resolution)**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 29th of April 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

### **2. Review of Previous Action/Agreements**

1. Ted Deane to continue scoping "Liquid Meeting spaces hire", as a private task of his own not on behalf of CCMC.
2. Building Manager Six months probationary review completed and tabled with satisfactory KPI achievements and duly accepted by the CCMC unanimously.

### **3. Building Manager Report**

1. Carrier air conditioning servicing issue (within Unit 605) resolved and Carrier to be made aware of Unit owner priorities as to servicing units as and when asked to do so. Servicing costs for Unit air conditioning remains the responsibility of Owners and/or Tenants as per Community Corporation statutes.
2. Annual cooling tower inspection by Adelaide City Council was completed and passed as compliant.
3. BM is commencing update of Aurora website with improvements in access, details as to building services, and rules, as well as access to induction packages for new tenants and contractors alike.
4. Main entrance door mat to be replaced due to poor condition of existing (11 year old mat) with a state of the art industrial grade all weather mat (effective 2nd June 2022).
5. Replacement of carpet around reception and mail box area will take place by end of June, it was found that due to poor preparation at building stage some moisture was found under the existing 11 year old carpet, this will also need to be addressed.
6. Sealing of external windows on level 12 & 13 is now completed.
7. Lift # 4 needs memory belt replaced due to ageing so it may be out of commission for 10 or so days in June.
8. Exit door façade to bin room facing outward to lobby will be repainted in week 2 of June.
9. Cleaning Contract for whole of building was reviewed and compared to market place alternatives (2) and both of these were some 20% over the price submitted by the current provider, therefore CCMC voted unanimously to renew contract for a further 3 years. BM rated standard of cleaning at 8/10 and will work with provider to further improve on that score.
10. Lockers use and registration list is currently being audited to ensure lockers are being paid for and are properly allocated.

### **4. Financial Overview**

To be reviewed next month. No significant variances from previous reports.

### **5. Any Other Business**

1. Aurora Newsletter Edition 2 to be released this week - Thank you Dorothy Shorne

## **NEXT MANAGEMENT COMMITTEE MEETING**

It was agreed that the next meeting will be held on 24/6/2022 at 11am.

## **CLOSURE**

The meeting closed.

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**MINUTES**  
***of the Management Committee Meeting***

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held at Suite 205/206*

*on Friday 29th April 2022*

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**PRESENT**

**In Person**

Lot 206 Mr T Lambert  
Lot 310 Mr T Deane  
Lot 515 Ms D Shorne  
Lot 607 Mr M Cecere-Palazzo  
Lot 908 Mr M Franchitto

**By Proxy**

Lot 317 Miss N Gross-Parsons represented by proxy to Ted Deane  
Lot 902 Mr B Perks represented by proxy to Max Franchitto

**By Voting Paper**

Not applicable

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers  
Graham Rogers - Real Estate Agent

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Corporation Manager declared that a quorum was formed with 7 of the 8 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

**DECLARATION OF INTEREST**

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

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes (Ordinary Resolution)**

It was resolved that, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on Friday, 25 March 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

**MOTION CARRIED**

### **2. Presentation by Graham Rogers**

G Rogers presented to the Committee on the principles of how the owners could make the property more competitive for tenants and owners. Items identified included both car and bike parking, meeting spaces, easy access to rules and By-Laws.

T Deane was to review options for accessing meeting spaces in the building for further review and discussion by the Committee.

### **3. Building Manager Report**

The tabled report was reviewed and accepted.

Key points included replacement of ground floor entrance "carpet" and also a floor by floor carpet audit to determine wear and tear, etc.

It was also agreed to confirm the delegated authority to the Building Manager for building maintenance and repair matters of up to \$5,000.

### **4. Financial Overview**

It was noted that the Corporation was tracking as expected versus the budget. It was also confirmed that any excess funds the Corporation had, would not be invested outside of the term deposit method at this stage. Management of risk for outside investments, share market instability, etc are areas of concern which the Committee did not feel were in the owners interests.

## **NEXT MANAGEMENT COMMITTEE MEETING**

It was agreed that the next meeting will be held on Friday 27 May at 10am.

## **CLOSURE**

The meeting closed.

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**MINUTES**  
*of the Management Committee Meeting*

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Suite 205/206*

*on Friday, 25 March 2022 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 310 Mr E Deane  
Lot 317 Miss N Gross-Parsons  
Lot 515 Ms D Shorne  
Lot 902 Mr B Perks  
Lot 908 Mr M Francitto

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation  
Managers

**Apologies**

Mr M Cecere-Palazzo  
Mr T Lambert

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

It was noted that Stefan Wagner was no longer a member of the Committee or Corporation due to the sale of his property. S Wagner was thanked for his assistance over the period he was on the Committee.

**Quorum**

The Corporation Manager declared that a quorum was formed with 5 of the 8 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

**DECLARATION OF INTEREST**

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

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Review of Previous Action/Agreements - If Any**

There was nothing from previous.

### **2. Building Manager Report**

The Members reviewed the tabled report.

The main points were:

- It was agreed to replace the mat at the front entrance.
- Spa - the condition of the spa was reviewed by the Building Manager and noted that it was on its last legs. As such, the Committee/BM would develop a cost benefit analysis on the spa, considering the costs of replacement, usage, alternative options, environmental concerns, etc.

### **3. Financial Overview**

The Committee reviewed the current Income and Expenditure statement and acknowledged the positive position that the Corporation was continuing to move into financially. Especially with the finalisation of the previous loan for electricity optimisation.

The Body Corporate Manager was to request a status report from the credit collectors as to owners currently being pursued and provide this to the Committee for information. If further information is required the Committee will advise.

Sinking Fund report - it was agreed to obtain an updated Sinking Fund report.

Investment of current Corporation Funds. There was discussion on the option of removing the Corporation funds from Term Deposits and investing in some other vehicle. Members of the Committee whilst recognizing the current poor returns from TDs expressed concern about implications of investing owners money in areas such as the share market. At this stage there was no proposal presented by any interested member and the majority were not interested in the risk this may bring onto the owners and or Committee without further advice or a proposal.

### **4. Any Other Business**

- Newsletter - there was positive feedback about the Newsletter issued, there was no specific time frame for frequency but this will be reviewed at the next meeting.

- Real Estate feedback - the Body Corporate Manager was asked to arrange for a Real Estate agent familiar with the building to present to the Committee at the next meeting on "how do we make the building more competitive".

- Owners portal - owners were again reminded they can access Corporation documents via the Whittles portal:

- Go to [www.whittles.com.au](http://www.whittles.com.au)
- On left hand side is word "owners" - click on that
- Brings up a box "Log in to the Portal" - click on that
- Brings to log in screen and three things you need
  - Account Number - which is on your bill but normally includes the first 4 letters of your surname then a 2 digit number eg CHAP00
  - Plan - which is your Corporation Number - 25624
  - Unit No - which is your unit/apartment/lot number
  - Password - you leave blank for the first time and then it will prompt you to create one - then click LOGIN

## **NEXT MANAGEMENT COMMITTEE MEETING**

It was agreed that the next meeting will be held on 22 April 2022.

**CLOSURE**

T Lambert was thanked for the use of his suite, and the meeting closed.

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**MINUTES**  
**of the Management Committee Meeting**

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held via WebEx*

*on Friday, 28 January 2022 at 11:00 AM*

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**PRESENT**

**In Person**

Not applicable

**By Proxy**

Not applicable

**By Voting Paper**

Not applicable

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers

**Apologies**

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**PROCEEDINGS**

**PRESIDING OFFICER**

==M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Corporation Manager declared that a quorum was in attendance by presence or proxy, with == of the == members being represented.

**DECLARATION OF INTEREST**

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

**NOTICE OF MOTION / PURPOSE OF MEETING**

**1. Minutes**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 28 October 2021 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

**YES / NO / ABSTAIN**

**2. Review of Previous Action/Agreements ? if any**

**3. Building Manager Report**

*Legacy issues to be reviewed.*

**4. Financial Overview**

*See Income and Expenditure statement circulated prior to meeting.*

**5. Any Other Business**

**6. Next Meeting / Closure**

**NEXT MANAGEMENT COMMITTEE MEETING**

It was agreed that the next meeting will be held ==.

**CLOSURE**

The meeting closed.



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**MINUTES**  
*of the Management Committee Meeting*

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*Via Telephone/Webex*

*on Friday, 29 October 2021 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 206 Mr T Lambert  
Lot 320 Mr S Wagner  
Lot 515 Ms D Shorne  
Lot 910 Mr M Franchitto

**By Proxy**

Lot 606 Mr M Cecere-Palazzo represented by proxy to M Franchitto

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation  
Managers

**Apologies**

N Gross-Parsons - Lot 317

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

**Quorum**

The Corporation Manager declared that a quorum was in attendance by presence or proxy, with 5 of the 6 members being represented. It was noted that there was an apology from Nicole Gross-Parsons.

**DECLARATION OF INTEREST**

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

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes (Ordinary Resolution)**

It was resolved in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on the 3rd of September 2021 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

**MOTION CARRIED**

### **2. Review of Previous Action/Agreements**

The Committee agreed that during the recruitment process that Steve Kapitanos would be appointed Acting BM until the process was finished.

It was also noted that the Committee had now appointed a new full time Concierge/Front Desk - Sharon Thomson and a new full time BM - Philip Vaughan.

### **3. Building Manager Report**

The review of the MyBos report - The Committee reviewed the issues, in particular for roof leaks. It was agreed to reseal windows as reported and address issues with Level 13 leaks.

It was also agreed that Stefan Wagner would do an audit/review of the IT interactions within the building, etc.

### **4. AGM**

It was noted that the AGM and the Reconvened AGM will be held via Webex.

This is to try to encourage greater attendance and flexibility for owners who are not onsite as well.

## **CLOSURE**

The meeting closed.

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**MINUTES**  
*of the Management Committee Meeting*

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Mario's Boardroom*

*on Friday, 3 September 2021 at 3:04 PM*

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**PRESENT**

**In Person**

Lot 317 Miss N Gross-Parsons  
Lot 320 Mr S Wagner  
Lot 515 Ms D Shorne  
Lot 606 Palazzo Enterprises Pty Ltd  
Lot 910 Gramax Family Trust

**By Proxy**

Lot 206 Knightsbridge Asset Management Pty Ltd represented by proxy to M Franchitto  
Lot 917 Mr B J Burman represented by proxy to M Franchitto

**By Voting Paper**

Not applicable

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Corporation Manager declared that a quorum was formed with 7 of the 8 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

**DECLARATION OF INTEREST**

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

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes**

In accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 30 July 2021 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

### **2. Building Managers Report - Review at Next Meeting**

It was noted that Ian Centrella was on leave and Steve spoke to the Committee. There was also discussion on mask awareness. The other matters previously in the report would be reviewed with Ian upon his return.

### **3. HR Processes Update**

It was noted that the Committee had engaged a consultant to provide a code of conduct and employer/employee processes which would be reviewed and adopted by the Corporation.

### **4. Other Business**

#### **AGM**

It was agreed that the Manager would review the financials and then submit to the Committee a proposed budget for review and then recommendations to the owners at the AGM.

Owners were reminded to ensure that they or their occupants and guests wore masks in the common areas, otherwise if a \$5,000 fine was applied, this would be referred to the appropriate unit owner.

### **CLOSURE**

The meeting closed.

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**MINUTES**  
**of the Management Committee Meeting**

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*via WebEx*

*on Friday, 30 July 2021 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 206 Mr T Lambert  
Lot 317 Miss N Gross-Parsons  
Lot 515 Ms D Shorne  
Lot 606 Mr M Cecere-Palazzo  
Lot 910 Mr M FRanchitto

**By Proxy**

Lot 917 Mr B J Burman represented by proxy to Mr M Franchitto

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation  
Managers  
Ian Centrella - Building Manager

**PROCEEDINGS**

**PRESIDING OFFICER**

M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Manager declared a quorum.

**DECLARATION OF INTEREST**

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

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 18 June 2021 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

### **2. Building Managers Report**

The Committee reviewed the tabled BMs report - key actions were:

- 1001 and 1201 leaks - undertake best endeavours to get these leaks repairs
- Sky Deck - BM to get quotes
- Security camera upgrades - wait till 2022
- Level 6 use of facilities - the Manager is to contact relevant owner

### **3. Service Desk Role Update**

There was discussion on the small items remaining to finalise the agreement with the new employee.

### **4. Committee Protocols & Attendance**

It was noted that all Committee members needed to be fully informed prior to decisions being made and encouraged to ensure all pre-meeting papers and ongoing emails were reviewed and responded to.

It was also agreed that the Committee should encourage the flexibility to meet quickly on issues, and utilise video conferencing as well.

It was also agreed to try to schedule the meetings on a regular basis, and that attendance was very important.

### **5. HR Processes Update**

It was noted that the development of standing HR processes for the Corporation and its employees was being finalised.

### **6. Committee Casual Vacancy - Stefan Wagner**

The Committee unanimously agreed to appoint Stefan Wagner to the casual vacancy.

### **7. Next Meeting**

Friday 3 September 2021 11:00AM.

## **CLOSURE**

The meeting closed.

**EXTRAORDINARY MANAGEMENT COMMITTEE MEETING MINUTES**

Community Corporation 25624

Friday 18 June 2021

Attendees: M Franchitto, D Shorne, T Lambert, D Chapman  
Proxies: M Cecere-Palazzo to M Franchitto  
N Gross-Parsons to D Shorne

Purpose of Meeting: **Replacement of Concierge**

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The Committee agreed to review the process for the employment of a replacement Concierge / Facilities Assistant.

As such the advertisement was reviewed and agreed to be updated to note a change in title and the specific issues around either FTE or PTE.

The following was also agreed:

- Not to engage a HR Consultant.
- That Mr Franchitto would provide a re-draft of the SEEK ad to the Committee and they were requested to respond within 24 hours.
- All applications would be sent to the Committee.
- Mr Franchitto is to recommend a short list , with the Committee to then confirm the shortlist.
- Then the interview panel would consist of M Franchitto, D Shorne, Tom Lambert and the building manager Ian Centrella.

The meeting then closed.

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**MINUTES**  
**of the Management Committee Meeting**

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Mario's Boardroom - Level 6*

*on Friday, 4 June 2021 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 317 Miss N Gross-Parsons  
Lot 320 Mr S Wagner  
Lot 515 Ms D Shorne  
Lot 606 Palazzo Enterprises Pty Ltd  
Lot 910 Gramax Family Trust

**By Proxy**

Not applicable

**By Voting Paper**

Not applicable

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers  
Ian Centrella - Building Manager

**PROCEEDINGS**

**PRESIDING OFFICER**

Mr M Franchitto, Presiding Officer presided over the meeting.

**Quorum**

The Manager declared a quorum.

**DECLARATION OF INTEREST**

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



## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes (Ordinary Resolution)**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 30 April 2021 were accepted as a true and correct record of the proceedings of that meeting.

### **2. Review of Previous Action/Agreements - if any**

It was noted that an Extraordinary Meeting was held on 10/05/21 to review the resignation of Leon Jackett and develop a process for implementing a replacement, including a sub committee to conduct interviews and review role descriptions.

### **3. Building Manager Report**

The tabled report was reviewed.

### **4. Review of Assistant Building Manager Position**

The Committee agreed that after recommendation with the Building Manager, that it would be of no benefit to engage a short term solution until the role is properly replaced.

The Building Manager was asked to communicate this to the occupants.

It was also noted that an advertisement had been placed and review of candidates and interview options was progressing as quickly as possible.

### **5. Any Other Business**

#### **Employee Processes**

The Committee agreed to engage an employment consultant to provide a roadmap for two way employee feedback.

#### **Complaints From/About Occupants**

There was discussion on two issues and from a confidentiality point of view are not specifically minuted but will be actioned.

## **CLOSURE**

The meeting closed.

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**MINUTES**  
*of the Management Committee Meeting*

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Level 13 Function Room*

*on Friday, 30 April 2021 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 317 Miss N Gross-Parsons  
Lot 320 Mr S Wagner  
Lot 515 Ms D Shorne  
Lot 908 Gramax Superannuation Fund  
Lot 910 Gramax Family Trust

**By Proxy**

Lot 606 Palazzo Enterprises Pty Ltd represented by proxy to Whittles

**By Voting Paper**

Not applicable

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation Managers

**PROCEEDINGS**

**PRESIDING OFFICER**

Mr M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Manager declared a quorum.

**DECLARATION OF INTEREST**

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

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes (Ordinary Resolution)**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 5 March 2021 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

### **2. Review of Previous Action/Agreements - if any**

There was none discussed.

### **3. Building Manager Report**

The tabled report was reviewed and key items noted.

### **4. Review of Financials - Income and Expenditure to 28/04/21**

This was reviewed.

### **5. Review of Assistant Building Manager**

There was discussion on the current role and the Committee agreed to provide additional training and development.

### **6. Any Other Business**

There was discussion on the complaints resolution process and it was agreed that if any occupants had any areas of concern they could provide this in writing to the Body Corporate Manager who could assist in tabling and reviewing the matter and as required with involvement with the Committee.

## **CLOSURE**

The meeting closed.

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**MINUTES**  
**of the Management Committee Meeting**

*of*

*Community Corporation 25624 Inc.*  
*141-147 PIRIE STREET, ADELAIDE*

*held*

*at Level 13 Function Room*

*on Friday, 5 March 2021 at 11:00 AM*

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**PRESENT**

**In Person**

Lot 317 Miss N Gross-Parsons  
Lot 515 Ms D Shorne  
Lot 606 Mr M Cecere-Palazzo  
Lot 902 Mr T Forwood  
Lot 908 Gramax Superannuation Fund  
Lot 910 Mr M Franchitto

**By Proxy**

Lot 320 Mr S Wagner represented by proxy to M Franchitto

**By Voting Paper**

Not applicable

**In Attendance**

David Chapman representing Whittles Strata & Community Corporation  
Managers  
Ian Centrella - Building Manager

**Apologies**

Bruce Burman

**PROCEEDINGS**

**PRESIDING OFFICER**

Mr M Franchitto, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

**Quorum**

The Manager declared a quorum.

**DECLARATION OF INTEREST**

All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all

Members to the Corporation's Agreement for disclosure of all its relevant interests.

## **NOTICE OF MOTION / PURPOSE OF MEETING**

### **1. Minutes (Ordinary Resolution)**

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 25 September 2020 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

It was also noted that there was advice to all building occupants of the pool/gym being reopened.

### **2. Building Manager Report**

The Committee went through the Building Managers report. The main points were:

1. Pool and Spa - It was agreed unanimously that due to supervision issues that the pool / gym would remain closed on the weekends with this to be reviewed next month, and that otherwise these areas were open as per normal with users required to QR code into those areas.
2. Waterproofing of Rooftop Plant Area - It was agreed to get this done at a cost of \$8,695.
3. Adelaide Sky Deck User Communication - The Manager is to write to Adelaide SkyDeck about ensuring compliance with the building rules.
4. ACP replacement works completed, the Manager to contact ACC to cover off this matter.
5. Sky Deck Water Proofing - It was agreed that a short / medium term solution of waterproofing membrane over the existing tiles. A number of other options were reviewed and felt that these were too expensive in the short term and this would then allow the Corporation to raise funds to investigate either installing some form of pergola / covering.
6. It was agreed to install an autocloser roller door at the pedestrian access door on Naylor St, as at present the security can be compromised by occupants not closing this door correctly when exiting / entering. Cost \$3,300.
7. The Committee agreed to proceed with installing two Screensoft screens between the lifts on the ground floor. This will generate \$2,500 per annum to the Corporation.
8. Cleaning Review - As had been agreed to review the outcomes of the new cleaners, the Committee agreed to allow one additional hour per day, to be used in "day" cleaning, in response to feedback from the cleaners and the Building Manager.

### **3. Review of Financials**

The Committee reviewed the 9 month figures and noted that the Corporation had currently spent less than had been budgeted for.

## **NEXT MANAGEMENT COMMITTEE MEETING**

The next meeting will be held on Friday 30 April, 2021 at the building at 11:00AM.

## **CLOSURE**

The meeting closed.

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

Page 1

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

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

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Date of Meeting	Details of Resolution
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14/08/09

SA Water

The Corporation Manager advised that SA Water charges the Community Corporations for all water consumed.

It is resolved:

That the Corporation agreed unanimously that SA Water be instructed to apportion water consumption for the Corporation to each individual lot holder in accordance with the lot entitlements.

Grant of Options - Levels 9, 10, 11 & 12 Common Areas

It was unanimously resolved that the Corporation may grant options to the owners of the lots on the 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> & 12<sup>th</sup> floors to lease the whole or a portion of the Common Property on those floors and authorising either the Presiding Officer or Treasurer to execute, on behalf of the Corporation, the said option agreements, and take on the maintenance of the common property on that floor, on terms and conditions to be agreed.

Take A Lease of Lots 116 - Business Centre

It was unanimously resolved that the Corporation may take a lease of Lot 116 from the owner to use the said Lot as a Business Centre, and authorising either the Presiding Officer or Treasurer to execute, on behalf of the Corporation, the said lease, on terms and conditions to be agreed.

Underlease of Lot 116 - Telephone System

It was unanimously resolved that the Corporation may grant to Pinnacle on Pirie Pty Ltd:

- an underlease of Lot 116 to use the said Lot as a Business Centre, and
- an exclusive right to lease and manage the telephone system.

and authorising either the Presiding Officer or Treasurer to execute, on behalf of the Corporation, the said underlease (which includes the conditions of use for the telephone system), on terms and conditions to be agreed.

It was unanimously resolved that the owners and occupiers from time to time of the Lots shall have the right to use the telephone system upon payment of a connect fee and usage fees, but it shall not be mandatory for them to use the telephone system.

Take A Lease of Lots 117

It was unanimously resolved that the Corporation may take a lease of Lot 117 from the owner and either the Presiding Officer or Treasurer to execute, on behalf of the Corporation, the said lease on terms and conditions to be agreed.

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

Page 2

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

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Date of Meeting	Details of Resolution
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14/08/09 cont...

Underlease of Lot 117

It was unanimously resolved that if the Corporation takes a lease of Lot 117, the Corporation will:

- attempt to locate a tenant to take an under lease of Lot 117;
- engage such person or entity on such terms it deems necessary to attempt to locate a tenant; and
- upon locating a tenant grant an under lease of Lot 117 to the tenant on terms agreed by the Corporation;

and authorising either the Presiding Officer or Treasurer to execute, on behalf of the Corporation, the said under lease.

Developer Marketing and Sales

It was unanimously resolved that Pirie Street Stage 1 Pty Ltd, together with any of its related entities, contractors or agents, shall have the right in accordance with the by-laws to:

- place signage that can be seen external to the building on the Common Property (including on windows) on floors 7 and 8 for the sale of any unsold Lots and/or the leasing of Lots;
- to conduct marketing activities on the Common Property until all of the Lots are sold or leased, including (without limitation):
  - allowing invitees to have access to the Common Property;
  - placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes; and
- the use of any Lots constructed on the Community Parcel as a display centre for the sale, leasing and promotion of Lots.

Balcony Encroachments & Exclusive Use of Balcony Areas by certain Lot Owners

Balconies on the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th and 11th levels of the building on the Community Parcel encroach over Pirie Street and and/or Naylor Street, Adelaide ("Balcony Encroachment Area").

It was unanimously resolved that:

- the Balcony Encroachment Area shall form part of the Common Property
- the by-laws shall apply to the Balcony Encroachment Area as though the Balcony Encroachment Area formed part of the Common Property; and
- the Corporation hereby grants to the owners from time to time of any Lot with a balcony adjoining their Lot an exclusive right to use that part of the balcony adjoining their Lot



Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

Page 3

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

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Date of Meeting	Details of Resolution
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14/08/09 cont... Canopy, Awning & Façade Encroachments

A portion of the canopy, awnings and facade forming part of the building on the Community Parcel encroaches over Pirie Street and Naylor Street, Adelaide ("the Canopy Encroachment Area").

It was unanimously resolved that the Canopy Encroachment Area is deemed to form part of the Common Property and the by-laws apply to the Canopy Encroachment Area as though the Canopy Encroachment Area formed part of the Common Property.

Telecommunication Devices

The Lots will be primarily used for commercial and office purposes, and as such the owners and/or occupiers of such Lots may need to place telecommunication devices on the Common Property.

It was unanimously resolved that, subject to compliance with the by-laws, the owners and/or occupiers of Lots may place telecommunication devices on the Common Property on terms and conditions to be determined by the Corporation.

Use of Toilets on First Floor

It was unanimously resolved that the toilets on the first floor of the building on the Community Parcel shall be made available for use by the owners and occupiers of the Retail Lots, as well as any employees and customers of any Retail Lot owner ,or any tenant of any Retail Lot owner and any employee and customers of the tenant.

Building Naming Rights

It was unanimously resolved that the owner from time to time of the Signage Area (as defined in the by-laws) shall have the exclusive naming rights to the building constructed on the Community Parcel, including any financial benefits derived from such, without fee, cost or compensation due or payable to the Corporation.

Business Centre Operator - Storage of Equipment

It was unanimously resolved that the operator from time to time of the Business Centre located within the building, being as at the date of this resolution Pinnacle on Pirie Pty Ltd, shall have a non-exclusive right to install equipment associated with the operation of the Business Centre in the Communications Room that comprises a portion of the Common Property.

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

Page 4

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

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Date of Meeting	Details of Resolution
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14/08/09 cont...

Lot 2001 Function Rooms - Electricity

The electricity supply to the Function Rooms forming part of Lot 2001 is provided via the supply servicing the Common Property.

It was unanimously resolved that the Strata Manager shall calculate a fair and reasonable fee representing an estimate of the actual use of electricity by the Function Rooms, and charge such fee to the owner from time to time of the Function Rooms, and if possible, to investigate, purchase (at the cost of the Corporation) and install any equipment that may facilitate the accurate calculation of electricity use by the Function Rooms.

Photocopier / Fax / Printer

It was unanimously resolved that the Business Centre operator may install on the common property of each floor a photocopier / fax / printer, provided that such item does not obstruct the passageways / exits, and upon any such removal of said items the Common Property is restored to its original condition.

Non - smoking building

It was unanimously resolved that the building and common areas are designated as non-smoking areas, this includes the carpark, foyer and entrance to the foyer and emergency exit on Pirie Street.

Alcohol and Glassware

It was unanimously resolved that persons may consume alcohol or take glassware onto the Common Property with the prior consent of the Building Manager.

Breaches of By-Laws

It was unanimously resolved that where a lot holder and or their employee / tenant / visitor / customer was in breach of the By-Laws and failed to remedy such breach as directed by the Officers of the Corporation and/or Management Committee, that the Corporation may impose up to a \$500 fine, which may not be waived by the Corporation Manager

Use of Carparks

It was unanimously resolved that Carparks may not be used for any form of storage, other than a vehicle.

New Swipe Cards

It was unanimously resolved that requests for additional swipe cards would be made through the Building Manager, who may charge a reasonable fee for such additional card

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

Page 5

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

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

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Date of Meeting	Details of Resolution
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14/08/09 cont.. Altering the Boundary Wall facing the Common Passageway

It was unanimously resolved to allow all lots to install glazing or additional doors across the entire front of their tenancy as it faces the common passageway, subject to quality finished and any statutory requirements.

Level 11 Awnings

It was unanimously resolved to grants lots on level 11 with balconies the right to install awnings, subject to all awnings being of the same design, subject to Management Committee approval of design.

Partitions

It was unanimously agreed that owners are granted approval to install partitions, subject to the obtaining of all necessary government and statutory authority approvals, and that 14 days prior written notice is provided to the Corporation, and that arrangements have been made with the building manager for access and workers are appropriately licensed and insured.

NOTICES OF MOTION:

Following discussion it was unanimously agreed that the Corporation may enter into and affix the Common Seal of the Corporation to the following agreements and deeds:

- (a) Strata Management Agreement with Whittles Strata & Community Corporation Managers
- (b) Building Manager Agreement with Pinnacle on Pirie Pty Ltd
- (c) Concierge Operator Agreement with Pinnacle on Pirie Pty Ltd
- (d) Lease of Lot 116 from the owner of that Lot
- (e) Lease of Lot 117 from the owner of that Lot
- (f) Underlease of Lot 116 to Pinnacle on Pirie Pty Ltd
- (g) Option to Lease - Level 9 Common Property
- (h) Option to Lease - Level 10 Common Property
- (i) Option to Lease - Level 11 Common Property
- (j) Option to Lease - Level 12 Common Property

Overdue Notices

Where necessary, it was agreed that the Corporation Managers charge those owners in arrears a fee of \$80 + GST for placing them into legal hands, following reasonable notice of the overdue monies.

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

Page 6

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.

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Date of Meeting	Details of Resolution
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17/07/10

Breach of By-Laws

It was noted that where an occupant breached the by-laws that ultimately the Corporation could impose a fine of \$500, as per the Community Titles Act and Regulations. The Corporation Manager stated that in those circumstances the Corporation Manager would take instructions from the Committee in issuing any fine.

11/11/10

Concierge Motion

The Concierge contract has expired and the Management Committee have reviewed this and wish to propose three options to the owners for consideration at the AGM. As such, three budget options have also been provided based on the outcome of this decision.

The Motion was put with the results as follows:

Proposal 1 - as per current - 16 Votes

Proposal 2 - reduced hours - 4 Votes

Proposal 3 - removal - 51 Votes

As such Proposal 3 was adopted and approved with the Concierge to receive one months notice effective immediately.

**Lot 901 - Signage:**

This requires a special resolution at which no more than 25% of all unit owners (49 lots) can vote against the motion to pass.

Lot 901 seeks approval to install on the external wall of Lot 901 facing the lifts a sign 1000mm x 300mm.

There was discussion on whether this allows a free for all in regards to signage and the Corporation Manager advised that under the by-laws and Act that it is allowed if approval is given and that this owner did apply for approval through due process and as such this approval only applies to that unit. It was noted that the Management Committee had reviewed the idea of some form of floor directory system outside each set of lifts and this would continue to be raised for consideration by the Management Committee.

The motion was put with the following results:

For: 55 votes

Against: 9 votes

Abstain: 2 votes

Thus the motion passed.

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

Page 7

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 Resolutions
11/11/10 cont...	<p><b>Balcony Furniture:</b> That all furniture placed on balconies shall be white.</p> <p>There was discussion on the consideration of other colours or designs in keeping with the current design style of the building - such as aluminium etc. The Corporation Manager noted that the motion had been received by the Corporation and could be put. It was also possible for the Corporation to change this ruling.</p> <p>The motion was put with the results as followed: For - 63 votes Against - 3 votes The motion passed.</p>
17/08/11	<p><u>Telecommunications Proposal</u> The Corporation Manager noted that Lot 516 had changed their vote and as such there were no objections and the motion passed. That being <i>That the Corporation approves the installation of telecommunications devices on the common property and authorises the Management Committee to negotiate commercial terms and consideration for such installation.</i></p>
23/12/11	<p><u>Maintenance Supervisor - Confirmed.</u></p> <p><u>Foyer Advertising</u> The Corporation approves the installation of foyer area advertising provided that the Management Committee negotiate terms and conditions.</p>
31/05/12	<p><u>Concierge</u> That being the continuance of the Concierge and the raising of a levy to fund this until embedded in the budgeted contributions. With the AGM normally later in the year it was agreed to the levy to cover the next 9 months of the Concierge. A levy in total of \$50,210 exc GST. It was agreed that the levy would be due within 30 days.</p>
14/11/13	<p><u>Signage</u> Community Corporation 25624 agrees for Community Corporation 27067 Lot 2202 to erect signage within the proposed area (as previously attached) instead of erecting signage with its already entitled area. Such approval is granted subject to the provision of proof to the Management Committee of appropriate insurance and liability cover for such signage and that the costs for maintenance and repair of the sign belong to the unit owner 2202. It was also agreed the the agreement will be formalised in a manner approved by the Management Committee.</p>

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

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

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

Date of Meeting	Details of Resolution
31/12/14	<p><u>Term Deposit (Ordinary Resolution)</u></p> <p>The Corporation agrees to deposit Corporation funds into a Term Deposit for a period to be advised by the Management Committee. Upon expiry if no instructions are received from the Presiding Officer, the deposit will be renewed for the same period as previously requested. It should be noted that the Corporation will need to give 31 days notice to withdraw part or all of your term deposit amount before maturity.</p> <p><u>Committee Size</u></p> <p>That the number of members on the Management Committee be a maximum of 9. Also owners should note that each nominee must be appointed to the committee by the owners individually.</p> <p><b>Motion Carried</b></p>
14/05/15 EGM	<p><u>Sky-deck Use</u></p> <p>That the use of the Sky-Deck by anyone including third party external customers be limited to Corporate functions and not be allowed to be used for Social functions for the general public, by way of example only; Weddings, Engagements, Birthday parties OR similar. This is to ensure that the common property is not exposed to unnecessary wear and tear by general public events.</p> <p>It is not the intention of the motion to exclude the use by authorised users and their family members or small groups.</p> <p><b>Motion Carried - YES 40 / NO 6</b></p>
14/05/15 EGM	<p><u>Management Committee Membership (a)</u></p> <p>That Management Committee membership be restricted to Owners, Trustees and Directors of Owner entities only and that a minimum of 50% of meetings need to be attended in order to retain a seat on the committee, unless special dispensation is afforded by the committee for any one individual.</p> <p><b>Motion carried - YES 41 / NO 5</b></p> <p><u>Management Committee Membership (b)</u></p> <p>Also that when a committee member cannot attend a Proxy must be transferred and that an alternate cannot be appointed unless they are an Owner themselves, by way of example only; staff members or employees of the Owner not be allowed as alternate, this is due to confidentiality and conflict of interest matters.</p> <p><b>Motion carried - YES 40/ NO 6</b></p>

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

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

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

Date of Meeting	Details of Resolution
14/05/15 EGM cont...	<p><u>Renaming of Rooms on Level 13</u></p> <p>That the rooms on Level 13 be renamed as opposed to current names of Sky-Deck One and Sky-Deck Two which have lead to some confusion as to whether the use of the terrace area is automatically included in the hire.</p> <p>That the rooms on Level 13 be renamed as opposed to current names of Sky-Deck One and Sky-Deck Two which have lead to some confusion as to whether the use of the terrace area is automatically included in the hire.</p> <p>That the Sky-Deck be known as the 'Skydeck Terrace'.</p> <p><b>Motion Carried - YES 44 / NO 1</b></p>
20/11/15	<p><u>ELECTRICITY NETWORK</u></p> <p>That the Corporation approves for the installation of an embedded electricity network and energy savings program as per the attached Pangolin proposal, and the subsequent need to finance this from the savings generated.</p> <p>Motion Carried: YES=44 - all except 510 / NO=1 - Suite 510</p>
27/04/16 MCM	<p><u>Therapeutic Dog</u></p> <p>The Committee agreed for the Presiding Officer to provide Ian with an email to be provided to 106 which approves the animal in line with the processes set down for medical assistance/disability.</p>
30/11/16	<p><u>Email Correspondence</u></p> <p>Owners requested that the following motion be put to the meeting to help mitigate costs of postage and photocopying, to recover a cost from those owners who wish to receive all correspondence via post, as compared to those who receive it via email.</p> <p><b>Motion: That the Corporation will charge any owner receiving their correspondence/accounts via post an annual charge of \$40 ex gst. Should an owner change mid year, this will be adjusted. Owners have until 30/12/16 to make the change at which point the charge will be implemented.</b></p> <p><b>Motion Carried</b></p>
24/03/17	<p><u>Air Conditioners</u></p> <p>The Committee reminds all owners that the repair and maintenance of suite Air Conditioning units was the responsibility of the owner, not the Corporation.</p>

Community Corporation 025624 Inc.  
At 141-147 PIRIE STREET, ADELAIDE

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

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

Date of Meeting	Details of Resolution
07/12/17	No Resolutions Recorded.
10/12/18	No Resolutions Recorded.
14/11/19	<p><b><u>Pool/Gym Usage Motion 2</u></b></p> <p>Motion: That the Policy of the Corporation be amended to say 'The CCMS has resolved the use of the pool area and fitness centre on level 13 is restricted to people over the age of 18 who are owners, principal occupants and their staff but not their clients, and not for the purpose of conducting their business or business undertaking'.</p> <p>There was significant discussion on both this motion and item 10 motion as well. Which was a reiteration of correspondence sent by both the Committee and CBS.</p> <p>As such the motion was put and was carried For: 31 Against: 9</p>
27/01/21	No Resolutions Recorded.
25/11/21 REC AGM	<p><b><u>12. Transferring of Funds (Special Resolution)</u></b></p> <p>That the Corporation Manager has approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.</p> <p><b>MOTION CARRIED</b></p>



## HOUSE RULES – AURORA ON PIRIE

1. A Lotherder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.
2. The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.
3. Any complaint or application to the Corporation must be addressed in writing to the Corporation Manager, or the Building Manager.
4. No-one may
  - a. Hang or display any items out in public view on or about any part of or in the Community Parcel.
  - b. Make or allow their visitors to make undue noise in or about the Community Parcel,
  - c. Interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel,
  - d. Be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property,
  - e. Use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance,
  - f. Damage or deface any building or sign or structure on the Community Parcel,
  - g. Disobey reasonable directions or requests from an officer of the Corporation,
  - h. Carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon,
  - i. Obstruct any persons lawful access to any Lot or to the Common Property,
  - j. Permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose and fitted with bicycle racks,
  - k. Rollerblade, roller-skate or ride a skateboard,
  - l. Ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose,
  - m. permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time,
  - n. erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law,
  - o. allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing except as provided by the by-laws, or
  - p. Use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
  - q. On Common Property
    - i. Sleep overnight;

- ii. Play any sport of any kind;
  - iii. Obstruct any corridor, hallway, passage or other access way;
  - iv. Use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
  - v. Consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent;
  - vi. Throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.
  - vii. Keep an animal or bird in his or her Lot.
  - viii. do anything which may prejudice the security or safety of the Common Property.
5. A person bound by these by-laws shall dispose of any rubbish or other material in the bins provided adjacent to the carpark.
6. Fire wardens: At least two volunteers are required from each floor to act as fire wardens, and to attend fire training.
7. No-one is permitted to do anything which may prejudice the security or safety of the Common Property.
8. A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.
9. A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.
10. A Lotholder or Occupier shall ensure that any alterations to a suite are in conformance of the By-Laws.
11. The Lotholder or Occupier shall liaise with the concierge or Building Manager in relation to movement of goods or furniture to and from a Lot at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property. Goods or furniture shall not be left on the Common Property at any time.
12. Each Lotholder is entitled to two access passes per suite owned, plus an additional access card for each additional employee occupying a suite. A Lotholder must exercise a high degree of caution and responsibility in making an access card available for use by any individual. The Corporation shall charge a reasonable fee for any additional Access Cards required by a Lotholder. A Lotholder or Occupier of a Lot must promptly notify the Corporation if an access card issued is lost or destroyed.
13. Keys to a Locker on Lvl 13 (when there is a spare one) are to be purchased through the Building Manager, with a deposit of \$20 plus annual rental fee of \$20 plus GST.

14. The Sky Deck is available for the use of all Authorised Users between the hours of 6.30am and 10pm. The Corporation has made the following rules in relation to the use of the Sky Deck.
    - a. Authorised Users or Third Party Licence holders must wear appropriate clothing and suitable foot wear when using the Sky Deck.
    - b. All equipment in the gymnasium must be used with a towel and wiped down after use.
    - c. No wet swimming apparel is to be worn outside the pool area.
    - d. No glasses or bottles on tiled surfaces unless permission has been sought.
    - e. No visitor, client or guest of an Authorised User or Third Party Licence holders may enter or use the Sky Deck unless accompanied by an Authorised User.
  
  15. Subject to the terms of any Third Party Licence, the Corporation may from time to time offer a section of SkyDeck to the public on a user pays basis and otherwise on such terms as the Corporation sees fit but in any event on such terms as are not inconsistent with these by-laws provided that Authorised Users acknowledge and agree that the Corporation may restrict access to the Sky Deck during the hours that SkyDeck is being used by such third parties, upon giving all Lotholders and Occupiers not less than 24 hours notice.
  
  16. All owners and tenants to acknowledged receipt of a copy of the House Rules and their agreement to conform.
  
  17. Fridges / Microwaves: The Occupants of each floor is to decide if they wished to use and therefore contribute to the cost of purchasing a fridge and microwave for their kitchenette. This would be a majority decision with the cost to then be levied against every unit on the floors that agree.
  
  18. The Building Manager or Concierge is to be advised as soon as possible when any occupant notices a defect or area where repairs are required.
  
  19. No-Smoking: As the entire building is a no-smoking - including both inside and outside areas of SkyDeck - owners are required to ensure that all their occupants are aware of this and comply with this requirement.
  
  20. Recreational facilities:
    - a. Pool
    - b. Spa
    - c. Sauna
    - d. Steam Room
    - e. Gym
- Separate rules may specifically apply to these areas.

DC



**CITY OF  
ADELAIDE**

Enquiries: d.planner@cityofadelaide.com.au  
Reference: ADELA47 - 2018/00945

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

COMMUNITY CORPORATION NO 27067 INC  
c/- Whittles Body Corp Management  
PO Box 309  
KENT TOWN DC SA 5071

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

ABN 20 903 762 572

Dear Sir/Madam

**AURORA ON PIRIE at 141 – 147 Pirie Street, ADELAIDE 5000**

The City of Adelaide has undertaken an audit of existing city buildings in response to fire safety concerns where Aluminium Composite Panels (ACP's) have been used on building facades.

As you are aware, the above building has been named as having ACP's on its building façade and canopy and the City of Adelaide Building Fire Safety Committee (Committee) has completed the building's occupant life safety risk assessment.

The life safety risk rating is 'MODERATE' (as calculated by the South Australian Life Safety Assessment (SALSA) risk rating tool). The audit has highlighted some matters (listed below) that need to be addressed to ensure the adequacy of the building's fire safety. The Committee expects the work to be completed within 12 months from the date of this letter. Once the works are completed and the Committee has conducted an inspection, the ability for the building occupants to leave the building in a fire event, will be considered adequate.

**1. Egress from the building:**

The provision of evidence that the egress from the building in a fire event is not compromised by the ACP that is close to exit doors.

**2. Occupancy:**

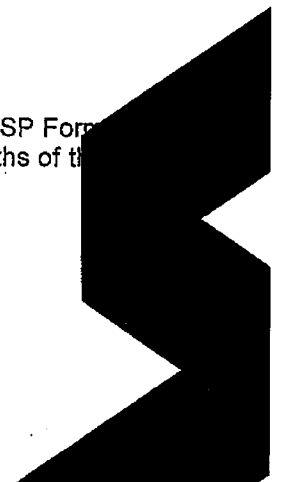
The provision of evidence that there are adequate measures in place to ensure any international residents/occupants are supplied with multi-lingual evacuation plans, directions or verbal warnings to exit the building in a fire event.

**3. Accidental fire ignition:**

Provision of evidence that the occupants are aware of and prevented from undertaking practices that may contribute to the ignition of ACP on or adjacent to the balconies.

**4. Building maintenance:**

The provision of annual 2018 ESP maintenance verification certificate (Completed ESP Form to the City of Adelaide (as required by the *Development Act 1993*) within two months of the letter.



## 5. Stairwell pressurisation

The provision of evidence that the required smoke detection in the stair pressurisation fans, to stop smoke entry into a pressurised stairwell, is installed.

Please note that should the Committee become aware of information about the nature of the building's construction that affects its fire safety, the Committee may need you to undertake further action.

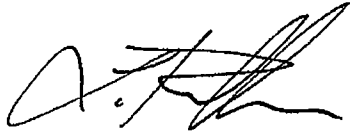
In addition, the South Australian Metropolitan Fire Service have advised that the combustible cladding is installed in a configuration that may hinder or prevent their effective fire-fighting operations and they will provide information regarding the issues to the Building Fire Safety Committee in due course.

The Committee will send this information to you as soon as possible after its receipt.

Whilst this letter is addressed to the building owner or their managing agent, the Committee advises that the building owner is responsible for keeping all affected parties (including tenants) informed of its content.

Should there be any queries or further clarifications please contact Bernard Steer or myself by phone on 8203 7185 or [d.planner@cityofadelaide.com.au](mailto:d.planner@cityofadelaide.com.au).

Kind regards



Louis Palumbo  
CHAIRPERSON  
CITY OF ADELAIDE BUILDING FIRE SAFETY COMMITTEE

Dated 22<sup>nd</sup> October 2019

## Certificate of Insurance

ABN 29 008 096 277

David Chapman  
Community Corporation 25624 inc.  
C/- Whittles Strata Management  
PO Box 309  
KENT TOWN SA 5071

**Date:** 12.09.2022  
**Invoice No:** I4132791

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 or the provisions of the "Insurance Contracts Act 1984".

<b>Class</b>	Strata Title Commerical	<b>Policy No.</b>	CS0006050360
<b>Insurer</b>	CHU Underwriting Agencies Pty Ltd 208 Greenhill Road EASTWOOD SA 5063		
<b>Period</b>	01.09.2022 to 31.07.2023		

### Important Notice

This certificate has been arranged by us in our capacity as agents for the insurer named above. It 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 or in accordance with the terms of the "Insurance Contracts Act". 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**

ACN 008 096 277  
 PO Box 309  
 KENT TOWN S.A. 5071

Phone: 08 8291 2300  
 Fax: 08 8333 0318

**COVERAGE SUMMARY**

Community Corporation 25624 inc.  
 Strata Title Commerical

## STRATA/COMMUNITY CORPORATION - COMMERCIAL

## INSURED:

Community Corporation No. 25624 Inc.

## SITUATION:

147 Pirie Street, ADELAIDE SA 5000

## INTERESTED PARTIES:

Not Applicable

POLICY (1)	INSURED PROPERTY	
	Building	\$ 83,710,000
	Common Area Contents	\$ 837,100
	Loss of Rent & Temporary Accommodation	\$ 12,556,500
POLICY (2)	LIABILITY TO OTHERS	\$ 30,000,000
POLICY (3)	VOLUNTARY WORKERS	
	Death	\$ 200,000
	Total Disablement (per week)	\$ 2,000
POLICY (4)	WORKERS COMPENSATION	Not Available
POLICY (5)	FIDELITY GUARANTEE	\$ 250,000
POLICY (6)	OFFICE BEARERS' LEGAL LIABILITY	\$ 5,000,000
POLICY (7)	MACHINERY BREAKDOWN	\$ 100,000
POLICY (8)	CATASTROPHE	\$ 25,113,000
	Extended Cover - Loss of Rent & Temporary Accommodation	\$ 3,766,950
	Escalation in Cost of Temporary Accommodation	\$ 1,255,650
	Cost of Removal, Storage and Evacuation	\$ 1,255,650
POLICY (9)	GOVERNMENT AUDIT COSTS & LEGAL EXPENSES	
	Part A - Government Audit Costs	\$ 25,000
	Part B - Appeal Expenses - common property health & safety breaches	\$ 100,000
	Part C - Legal Defence Expenses	\$ 50,000
POLICY (10)	LOT OWNERS' FIXTURES & IMPROVEMENTS (per lot)	\$ 250,000

Flood Cover is excluded

## EXCESSES

Policy 1 - Insured Property

# MGA Insurance Brokers Pty Ltd

ACN 008 096 277  
PO Box 309  
KENT TOWN S.A. 5071

Phone: 08 8291 2300  
Fax: 08 8333 0318

## COVERAGE SUMMARY

Community Corporation 25624 inc.  
Strata Title Commerical

Standard: \$2,500  
Excess Earthquake - The lesser of \$20,000 or 1% of Policy 1 Insured  
Property  
Other excesses payable are shown in the Policy Wording.

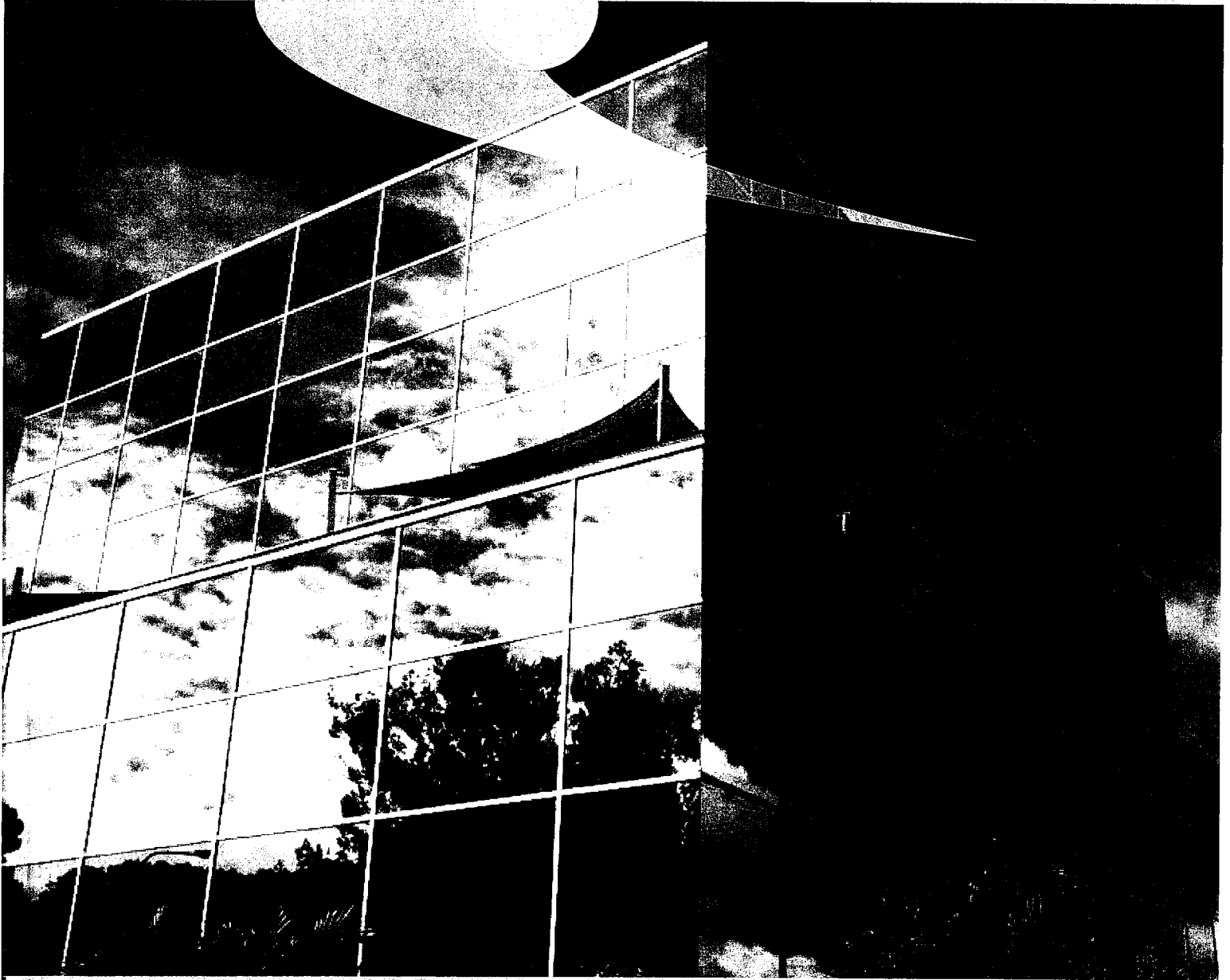
Policy 7 - Machinery Breakdown  
Standard: \$2,500

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism  
Others As Per Policy

TERRORISM ACT :  
If this policy contains an Act of Terrorism  
exclusion, then subject to all other terms and  
conditions of the policy, cover hereunder is amended  
to the extent provided by the Terrorism Insurance  
Act 2003.





# Commercial Strata Insurance Plan



## Contents

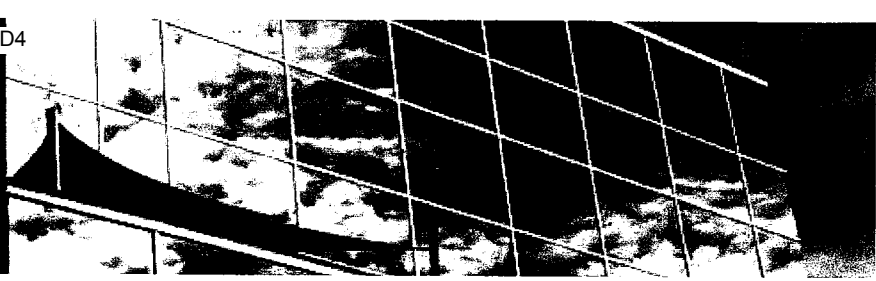
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Date of Preparation: 19 April 2021

Date effective: 1 May 2021

QM569 - 0521





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 below tables show a summary of any 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	Limit
Policy 1 – Insured Property	<b>Emergency and temporary protection costs</b> Reasonable cost of temporary protection and safety or emergency repairs to avoid further losses	No more than \$7,500
Policy 1 – Insured Property	<b>Unauthorised use of gas, water and similar charges</b> 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 admitted under Policy 1	Up to \$2,000 in any one Period of Insurance
Policy 1 – Insured Property	<b>Special Benefits, (1)e. Cost of reletting</b> 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
Policy 1 – Insured Property	<b>Special Benefits, (1)f. Meeting room hire</b> 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
Policy 1 – Insured Property	<b>Special Benefits, (1)g. Lot Owners contributions and fees</b> 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
Policy 1 – Insured Property	<b>Special Benefits, (1)i. Lot Owners travel costs</b> 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
Policy 1 – Insured Property	<b>Special Benefits 2. Emergency accommodation</b> 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
Policy 1 – Insured Property	<b>Special Benefits 3. Alternations/additions</b> 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
Policy 1 – Insured Property	<b>Special Benefits 6. Electricity, gas, water and similar charges – unauthorised use</b> 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
Policy 1 – Insured Property	<b>Special Benefits 7. Fusion of Motors</b> 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
Policy 1 – Insured Property	<b>Special Benefits 8. Environmental improvements</b> 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
Policy 1 – Insured Property	<b>Special Benefits 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>
Policy 1 – Insured Property	<b>Special Benefits 11. Funeral Expenses</b> 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
Policy 8 – Catastrophe	<b>Special Benefits</b> Total amount payable under Policy 8 for Special Benefits 1 to 4	<ul style="list-style-type: none"> <li>a. Temporary accommodation/rent: 15%</li> <li>b. Escalation in costs: 5%</li> <li>c. Removal storage and cost of evacuation: 5%</li> </ul>
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	<b>Additional Benefit 1. Record Keeping Audit</b> Professional Fees you reasonably incur with Our written consent, which we will not unreasonably withhold in connection with a Record Keeping Audit.	Up to \$1,000 in any one Period of Insurance for Professional Fees

# Commercial Strata Insurance Plans



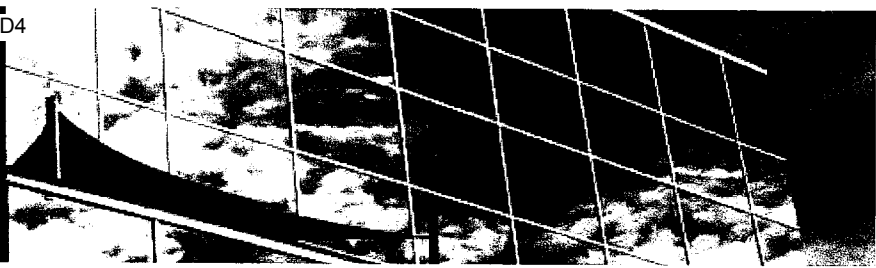
## Sub-limit (time) table

POLICY SECTION	DESCRIPTION	TIME LIMIT
Policy 1 – Insured Property	<b>Special Benefit 1b – Rent</b> The cost necessarily incurred to abate the Rent of Your Tenant	Not exceeding a maximum of three (3) months
Policy 1 – Insured Property	<b>Special Benefits, (1)c. Disease, murder and suicide</b> 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; occurring at Your Situation.</li> </ul>	Not exceeding a maximum of thirty (30) days
Policy 1 – Insured Property	<b>Special Benefits, (1)d. Failure of supply services</b> 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 forty eight (48) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days
Policy 7 – Machinery Breakdown	<b>Special Benefit</b> 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 (7) days  Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of thirty (30) days and up to a maximum of twenty percent (20%) of the amount shown in the Schedule

## Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT PAID
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	<b>Additional Excess</b> This excess applies to each and every Claim made under Policy 9 Part C	\$1,000





## Product Disclosure Statement (PDS)

This PDS was prepared on 19 April 2021.

### 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.

We may need to update information in this PDS. If We need to do this, We will either send You a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited (ABN 78 003 191 035 AFSL 239545) (QBE) of Level 5, 2 Park Street Sydney. QBE Insurance (Australia) Limited is a part of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE).

We have authorised the information contained in this PDS.

### About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is a specialist strata and community title insurance intermediary and holds an Australian Financial Services licence (AFS Licence No: 243261) to issue and advise on general insurance products.

CHU is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (SGL).

### 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 us.

### 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 section at the end of this booklet sets out the full details of what You need to do in the event of a claim.

### Your duty of disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the *Insurance Contracts Act 1984* to tell Us anything that You know, or could reasonably be expected to know, may affect

our decision to insure You and on what terms. You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may in accordance with the law cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

After the Policy is entered into, ongoing disclosure obligations also apply. Please see General Conditions 2 and 12 for details.

### Claims made and Notified Insurance

Policy 6 – Office Bearers' Legal Liability and Policy 9 – 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 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 where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care. You can view CHU's Privacy Policy at [www.chu.com.au/privacy-policy](http://www.chu.com.au/privacy-policy) or obtain a copy by contacting CHU's / Steadfast's Privacy Officer on +61 2 9307 6656 or by writing to

PO Box A2016, Sydney South NSW 1235 or email [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au).

It is 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.



# Commercial Strata Insurance Plan



## 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:

- this Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 8. 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 10);
  - what Excesses You may have to pay;
  - when You are not insured (see General exclusions and other exclusions under Policies 1 to 10);
  - 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);
- the 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 Your 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 Your 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 of the Policy.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 1 of the Policy. 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 – Workers Compensation

If Your Insured Property is situated in Australian Capital Territory, Tasmania or Western Australia, and You select Workers Compensation cover We will insure You for all amounts You become legally liable to pay to Your employees under the Workers Compensation Legislation in the State or Territory in which Your Insured Property is situated.

The cover under Policy 4 does not include claim preparation, costs and fees.

### Policy 5 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Policy 5 for the fraudulent misappropriation of Your funds committed during the Period of Insurance.

### Policy 6 – 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 this Policy 6 will not exceed the Limit of Liability shown on 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 7 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 7 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.

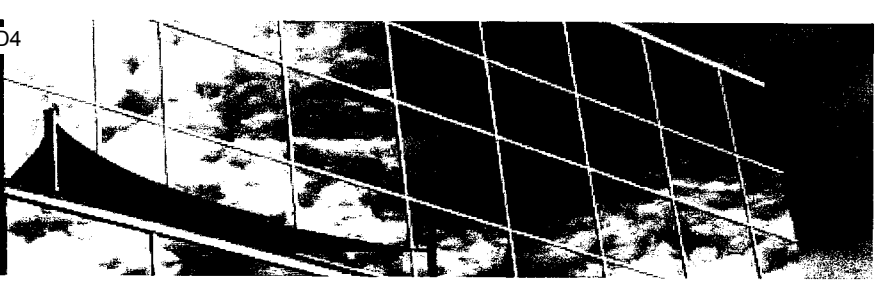
We also provide cover for Additional Benefits following Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 7.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 7 – Machinery Breakdown. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 7 of the policy.

### Policy 8 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for





Policy 8 for for any increase in the Replacement cost of Your Insured Property following a loss which occurs during the Period of Insurance:

- a. 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 sixty (60) days after the Catastrophe; and
- b. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

### Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a 'Claims made and notified' basis for Parts A, B and C of Policy 9 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 10 – 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 of disclosure under the *Insurance Contracts Act 1984*. 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 claims history;
- the security features of Your Insured Property.

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes such as Stamp Duty, GST, any Fire Service 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.

### 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.



# Commercial Strata

## Product Disclosure Statement



### 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.

### Receiving Your Policy documents

You may choose to receive Your Policy documents:

- a. electronically, including but not limited to email; or
- b. by post.

If You tell CHU to send Your Policy documents electronically, CHU will send them to the email address that You have provided. This will continue until You tell CHU otherwise or until CHU advises that this method is no longer suitable. Each electronic communication will be deemed to be received by You twenty-four (24) hours after it leaves CHU's information system. If You do not tell CHU to send Your Policy documents electronically, the Policy documents will be sent to the mailing address that You have provided.

You are responsible for ensuring that the email and mailing address that CHU has is up to date. Please contact CHU to change Your email or mailing address.

### How 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.

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; and
- where practical 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 information

If You want to return Your Policy after Your decision to buy it, You may cancel it and receive a full refund. To do this We must receive Your request either in writing or via email within twenty-one (21) days of You receiving the Schedule.

This cooling-off right does not apply if You have made or are entitled to make a claim. Even after the cooling-off period ends You still have cancellation rights. Please see General Conditions.

### 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. The aims of this Code are fully supported by CHU.

The Code aims to:

- a. commit Us to high standards of service;
- b. promote better, more informed relations between Us and You;
- c. maintain and promote trust and confidence in the general insurance industry;
- d. provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You;
- e. promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from CHU or from [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Resolving Complaints and Disputes

At QBE and CHU, we are committed to providing You with quality products and delivering the highest level of service. QBE and CHU also do everything we can to safeguard Your privacy and the confidentiality of Your personal information.

#### Something not right?

QBE and CHU know sometimes there might be something You are not totally happy about, whether it be about our staff, representatives, products, services or how we've handled Your personal information.

#### Step 1 – Talk to CHU

If Your complaint relates to a claims decision or CHU service provider, please initially contact the CHU Claims Handler who is handling the Claim. If Your complaint relates to an underwriting decision (or anything else), please contact the CHU representative who originally assisted You. When You make Your complaint please provide as much information as possible. CHU are ready to help You resolve your issue, aiming to resolve all complaints within fifteen (15) business days.

#### Step 2 – Escalate Your complaint

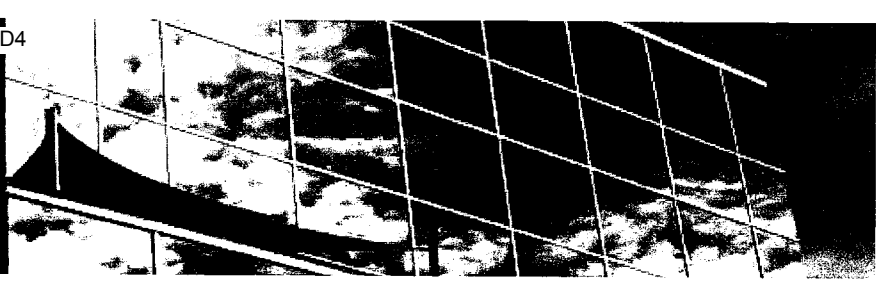
If CHU haven't responded to Your complaint within fifteen (15) days, or if You're not happy with how CHU tried to resolve it, You can ask for Your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist. The Dispute Resolution Specialist will provide CHU's final decision within fifteen (15) business days of Your complaint being escalated, unless You have agreed to CHU's request to be given more time.

#### Step 3 – Still not resolved?

If You're not happy with the final decision, or if CHU have taken







more than forty-five (45) days to respond to You from the date You first made Your complaint, You can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to You. CHU is bound by AFCA decisions - but You're not. You can contact AFCA directly and they'll advise You if Your dispute falls within their Rules.

#### Disputes not covered by the AFCA Rules

If Your dispute doesn't fall within the AFCA Rules, or You are not satisfied with CHU's decision then You may wish to seek independent legal advice.

#### Privacy complaints

If You are not satisfied with CHU's final decision and it relates to Your privacy or how CHU has handled Your personal information, You can contact the Office of the Australian Information Commissioner (OAIC).

#### Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays) Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	<ul style="list-style-type: none"> <li>complaints@qbe.com, to make a complaint</li> <li>privacy@qbe.com, to contact Us about privacy or Your personal information</li> <li>customercare@qbe.com, to give feedback or pay a compliment</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124
How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

#### 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: info@chu.com.au

#### 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.

You should also advise CHU of any changes in the details of the information You have given us, otherwise Your insurance may not be sufficient. Changes might include alterations to Your Insured Property.

#### 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:

- 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);
- 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.



# Commercial Strata Insurance Plan



## 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 have 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 shown on Your Schedule which applies to the cover or Policy You are 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.

#### 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.

#### Communicable Disease

means:

- a. Rabies;
- b. Cholera;
- c. Highly Pathogenic Avian Influenza;
- d. Any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
- e. Any disease determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the *Biosecurity Act 2015* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation. A reference to Listed Human Disease shall have the meaning found in any replacement definition, in any amendment, re-enactment or successor legislation.

#### Computer System

means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

#### Cyber Incident

means:

- a. Unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;
- b. Malware or Similar Mechanism;
- c. Programming or operator error, whether by the insured or any other person or persons;
- d. Any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or Damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

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





#### 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:

means:

- 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, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

- 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 garden appliances not required 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



# Commercial Strata Insurance Policy



- 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 6 – 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):

- built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- computers, electronic and electrical equipment, garden equipment;
- Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

#### Malware or Similar Mechanism

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to Damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to a virus, trojan horse, worm, logic bomb or denial of service attack.

#### 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) 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 commercial tenancy agreement that applied immediately prior to Damage.

#### Replacement

means:

- 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
- 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:
  - any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
  - 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 twenty five percent (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:

- the Policy Schedule;
- the renewal notice You have paid;
- the Endorsement(s) sent to You.

#### Senior Counsel

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

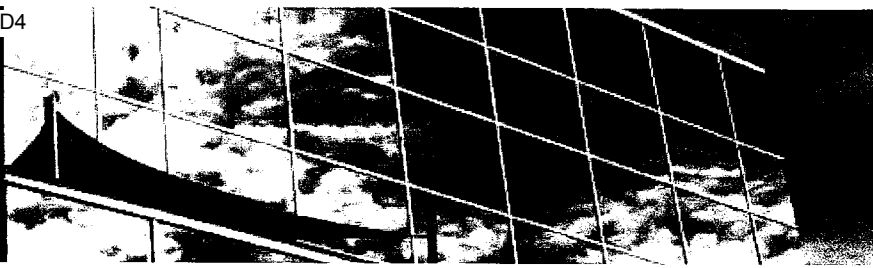
#### Situation

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

#### Storm

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





#### Storm Surge

means the abnormal rise of the sea caused by storm's winds pushing the ocean surface onshore and/or reduced atmospheric pressure.

Storm Surge does not include predicted astronomical tides.

#### 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. *Community Title Act 2001* (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 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 8.

#### Stratum Lot Owner or Volumetric Lot Owner

means a person, persons or other entity registered as a proprietor or owner of a Stratum Lot or Volumetric Lot in Your Building as named in the Schedule.

#### 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 – Workers Compensation, Policy 5 – Fidelity Guarantee, Policy 7 – Machinery Breakdown and Policy 8 – Catastrophe Insurance, Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Policy 10 – 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 or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

#### 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 Damage or a reduction in value through age, ordinary use or lack of maintenance.

#### 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, 8, and 10:**

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on 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 8 – 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.
- 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 on the Schedule.
- d. **in respect of Policies 4, 5, 7, and 9:**

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



# Commercial Strata

## General Conditions



### e. in respect of Policy 6 – 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. Alteration of risk

In accordance with Your duty of disclosure under the *Insurance Contracts Act 1984*, You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Your Insured Property is changed in such a way as to increase the risk of Damage or the likelihood of liability losses.

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

#### 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, administration fees or charges.

#### 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.

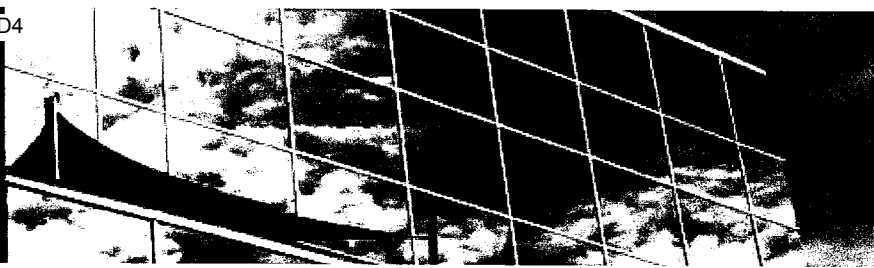
#### 5. Joint insureds

When more than one party is named on the Schedule as an ‘Insured’ We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. 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





With the exception of the Earthquake Excess as shown in the Schedule, 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.

The Excess You have to pay or contribute to earthquake or seismological disturbance as shown in the Schedule applies for an Event that occurs during any one period of seventy-two (72) consecutive hours.

#### 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 6 – Office Bearers' Legal Liability
- d. to Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 22 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 exclusive 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:

- a. failed to comply with the duty of disclosure; or
- b. 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. You must disclose all previous claims

Whether You are entering into a new insurance contract or renewing Your insurance with Us, You have a duty of disclosure under the *Insurance Contracts Act 1984*. When We ask You questions relevant to Our decision to insure You and on what terms, you have a duty to tell us anything that You know and what a reasonable person in the circumstances would know.

If You do not tell Us anything You are required to tell Us, We may cancel Your insurance or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell us is fraudulent, We may reduce or refuse to pay a claim and treat the insurance as if it never existed.

You are asked at the time You take out or renew this insurance to give Us full and correct details concerning any:

- a. renewal or insurance policy declined, cancelled or refused, or where any Excess was imposed;
- b. claim refused by an insurer;
- c. claim made; in relation to You;

because any of these may affect the Premium and extent of insurance.

CHU will notify You in writing of any effect a change may have on Your insurance.

For example We may be entitled to:

- i. charge You an applicable additional Premium;
- ii. impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- iii. decline to insure You;
- iv. refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history.

#### 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

Death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by contributed to, resulting from or arising out of, or in connection with any:

- a. Act of Terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss;
- b. action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.



# Commercial Surety Insurance Policy



## 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 clause

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

We will not pay for any loss, Damage, liability, claim, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, regardless of any other contributing cause or event.

## 9. Cyber Incident

We will not pay for any loss, Damage, liability, claim, cost or expense directly or indirectly caused by, contributed by, resulting from, arising out of or in connection with any Cyber Incident.

## 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. inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property.

### 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 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 relevant 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 4 - Workers Compensation and Policy 9 - 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 of Policy 1. You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

### 6. Repairs or Replacement

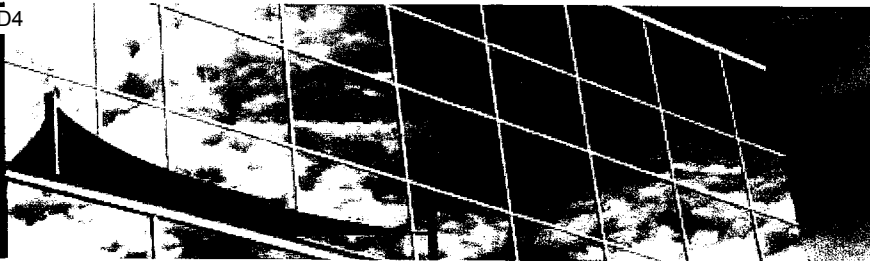
We have the right to nominate the repairer or supplier to be used and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third 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. Other insurance**

If at the time any claim arises under this Policy there is any other insurance in force covering the same liability, in part or in full, You must notify Us as soon as practicable of full details of such other insurance, including the identity of the insurer(s) and the policy number(s), and such further information as We may reasonably require.

Subject to the *Insurance Contracts Act 1984* (Cth), We reserve the right to seek a contribution from the other insurer(s).



# Commercial Strata Insurance Policy



## 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 against Damage to Your Insured Property which occurs during the Period of Insurance.

### Additional Benefits

When Your 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 unreasonably be 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 Your 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 Your 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 You reoccupy Your Lot/Unit 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:

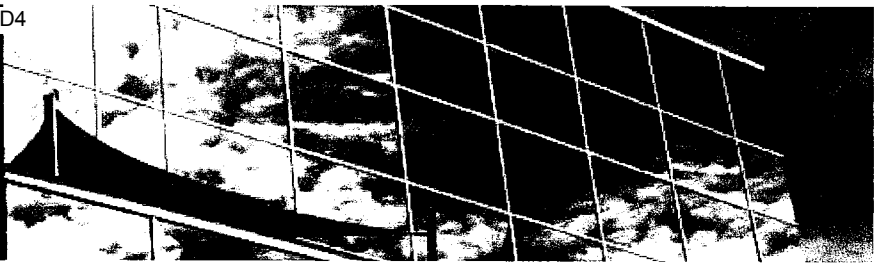
- under Clause b.i. from the time of the Event until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant; and
- under Clause b.ii. from the time of the Event until 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 (3) 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 thirty (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 forty eight (48) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

**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 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 unreasonably be 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 provided:

- a. the value of such work does not exceed that amount; or
- b. 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



# Commercial Strata Insurance Policy



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 practical 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, in consultation with You We will settle Your claim by repairing or replacing the Insured Property or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the 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.

## 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 twenty-five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under 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 one percent (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 (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

### 15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereat 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 insurable interest in Your Insured Property, in accordance with the terms and conditions of Policy 1 and in accordance with the *Insurance Contracts Act 1984*, 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;
- b. lack of maintenance, rust, oxidation, corrosion, mould, 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:



# Commercial Strata Insurance Policy



- 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, high water or high tide or tidal wave. However We will pay if the Damage is due to Tsunami;
- e.** Storm Surge;
- f.** 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;
- g.** underground (hydrostatic) water; however We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- h.** 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;
- i.** inherent defect or latent defect;
- j.** vermin, mice, rats, termites, insects, mildew, 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;
- k.** the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- l.** water in swimming pools, spas or water tanks;
- m.** normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
- n.** smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
- o.** 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;
  - 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 unreasonably be 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 unreasonably be 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.

**4. We will not pay for Damage caused by Flood**

**Claims - how We will settle Your claim**

**1. Replacement**

If Your Insured Property is Damaged and Your claim is accepted, after consulting 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 unreasonably be 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, if there are any differences relating to value these may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.



# Commercial Strata Insurance Policy



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

In addition to the Limit of Liability shown in the Schedule for Policy 2 – Liability to Others 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;

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 (8) 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, garden equipment, other vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control. We will not pay if any such item 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.

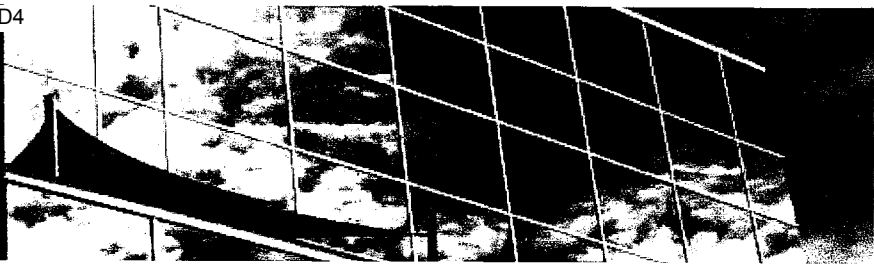
### Exclusions

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.  
However 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 of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
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.



# Commercial Strata Insurance Plan



## 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. 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. 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 maximum of:	\$5,000

### Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits above:

- a. arising out of intentional self-injury or suicide, or any attempted threat;
- 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 twelve (12) years;
- e. for bodily injury that does not manifest itself within twelve (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 one hundred percent (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.

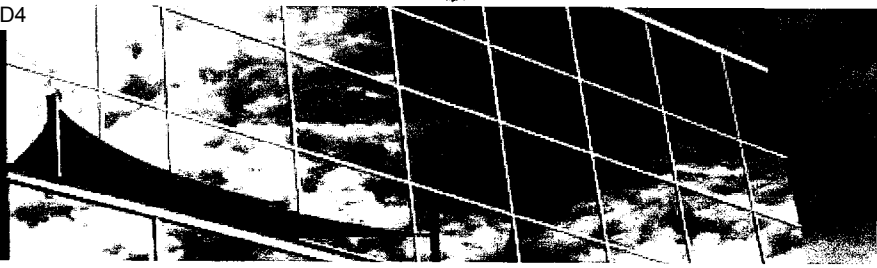
#### Partial Disablement

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 – Workers Compensation

The Schedule will show if You are insured for workers compensation for employees in the state or territory where Your Insured Property is situated.

When You are covered for workers compensation for employees We will insure You for all amounts You become legally liable to pay to Your employees under the workers compensation legislation in the state or territory in which Your Insured Property is situated.

**Claims Conditions 4** – Claim preparation costs and fees, does not apply to this Policy 4.



# Commercial Strata Fidelity Guarantee



## Policy 5 – 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 5;
4. any claims arising out of losses discovered more than twelve (12) months after the expiry of Policy 5, or any renewal thereof.

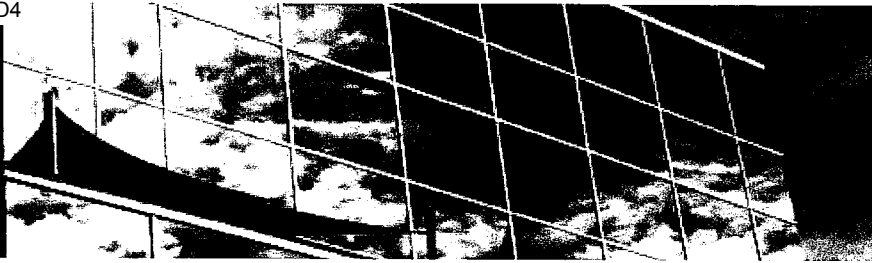
### Definitions

The word listed below has been given a special meaning and applies to Policy 5 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 6 – Office Bearers’ Legal Liability

### 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 thirty (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 of Policy 6 the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 6 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 6:

- 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 6 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that 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 6 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 6.

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 6 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 thirty (30) days following the expiry date of Policy 6 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 6.

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 6 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 6 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;



# Commercial Strata Insurance Policy



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 on the Schedule, except as otherwise provided in Special Benefit 2 – Continuous Cover of Policy 6;
12. Claims first notified to Us after the expiry of Policy 6, except as otherwise provided in Insuring Clause b. of Policy 6;
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 6 when they begin with a capital letter.

### Claim, Claims

means:

- a. a written or verbal allegation of any Wrongful Act; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

### Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) 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 7 – Machinery Breakdown

### What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 7 shown in the Schedule against 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 except for the Special Benefit below.

### Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 7 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 7.

We will pay for the reasonable cost of:

1. the cost of 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 7 provided the breakdown of plant and equipment extends for more than seven (7) 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 twenty percent (20%) of the amount shown in the Schedule as applying to Policy 7, and not exceeding a maximum of thirty (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, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
  - 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.



# Commercial Strategic Business Plan



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 either 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 7 – 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 7 – Machinery Breakdown.

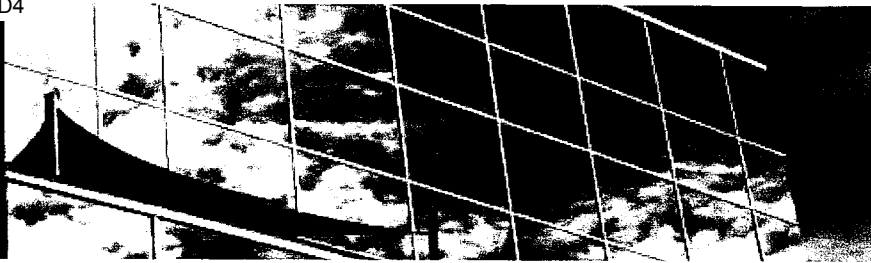
#### **Insured Item**

means:

- a. lifts, elevators, escalators and inclinators 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 8 – Catastrophe Insurance

### What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown for Policy 8 in the Schedule, 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 sixty (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 8.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Policy 8 is limited to the percentages shown hereunder of the Sum Insured for Policy 8 or such other percentage as We may agree in writing.

- a. **Special Benefit 1.** Fifteen percent (15%);
- b. **Special Benefit 2.** Five percent (5%);
- c. **Special Benefit 3.** and **4.** combined Five percent (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 You reoccupy Your Lot/Unit 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 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 You reoccupy Your Lot/Unit 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 incur 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



# Commercial Catastrophe



- 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 8 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 8 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 8 maybe referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

- 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.

## Conditions

Policy 8 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property and except as they may be expressly varied herein.

## Definitions

The words listed below have been given a specific meaning and apply to Policy 8 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.

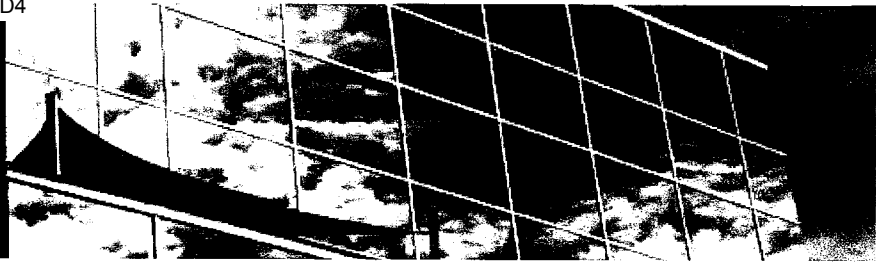
### Cost of Evacuation

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:





## Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 9 is issued on a Claims made basis. This means Parts A, B and C of Policy 9 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 9 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 thirty (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 twelve (12) months prior to the original inception date of Policy 9; or
  - iii. relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.
- f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
- g. 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.



# Commercial Solutions



## 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 9 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 thirty (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 9 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 thirty (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.

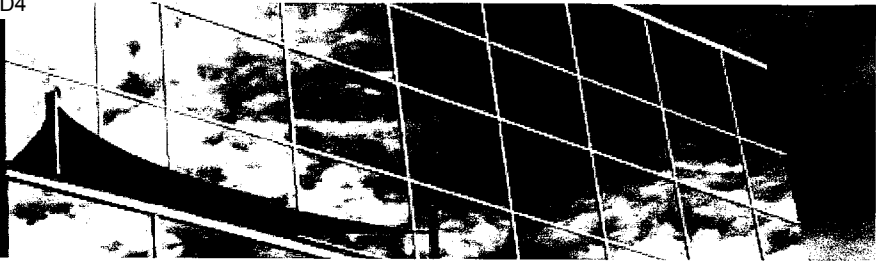
### Excess

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 6 – Office Bearers' Legal Liability or would have been provided Policy 2 – Liability to Others and Policy 6 – 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 thirty (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 (5) business days prior to the expiry of the time for instituting an appeal; or
- b. if the time allowed by law to appeal is less than five (5) 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 possible if You receive an offer to settle a Claim.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a

settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

### 8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any 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.



# Commercial Strategy



## Definitions

The words listed below have been given a specific meaning and apply to Policy 9 when they begin with a capital letter.

### Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, 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

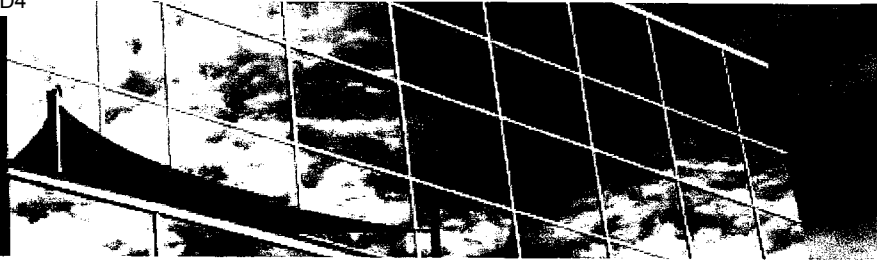
means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- 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 lodgment 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 10 - 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 10 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 10 is subject to the same terms, conditions and exclusions as Policy 1 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 10 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;
- 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 10 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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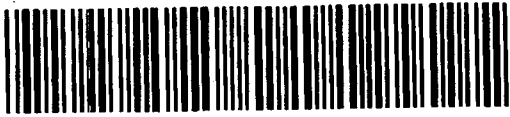
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16:15 3-Aug-2009

3 of 3

Fees: \$0.00

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

LODGMET FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
LF
Series No
3

\$ 117

BY-LAWS

Lands Services Group

11:08 06/08/2009 02-000578

REGISTRATION FEE \$117.00

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**81 FLINDERS STREET**  
Correction to: **ADELAIDE SA 5000**  
**FINL**



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

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

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

ITEM	AGENT CODE
	FINL

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED 12-8-09  	

420562/6 - Aurora on Pirie

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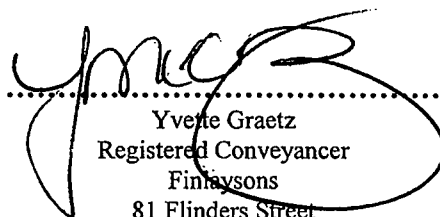
**By-Laws  
Development No. 020/C021/08 ✓**

# **BY-LAWS**

**COMMUNITY PLAN NO. 25654**

**“AURORA ON PIRIE”, 141-147 PIRIE STREET, ADELAIDE ✓**

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

  
.....  
Yvette Graetz  
Registered Conveyancer  
Finlaysons  
81 Flinders Street  
Adelaide SA 5000 ✓

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By-Laws  
Development No. 020/C021/08

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**COMMUNITY TITLES ACT**

**BY-LAWS**

**COMMUNITY CORPORATION NUMBER 25624 INCORPORATED**

**IMPORTANT NOTICE**

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

**PART 1 - DEFINITIONS**

**1. Definitions**

The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to these by-laws and unless the context otherwise requires, the expressions:

"Act" means the *Community Titles Act 1996* as amended;

"Aurora Stage One" means the commercial office building on the Aurora Stage One Site with Retail Lots on the ground floor, to be known as the Development Name, including all the Lots, Lot Subsidiaries and Common Property shown on the Community Plan;

"Aurora Stage One Site" means the site more particularly outlined in the Community Plan, or any part thereof, incorporating the whole of the land formerly in Certificate of Title Volume 5798 Folio 789 and contained in the Community Parcel;

"Authorised User" means:

- any owner of a Lot comprised in Aurora Stage One and their employees, servants, agents and clients; or
- any occupier of a Lot (or portion thereof) comprised in Aurora Stage One (being a lessee, sub-lessee, licensee or party with a of right of occupancy or use of a Lot or portion thereof) and their employees, servants, agents, clients and visitors; or
- any lessee, sub-lessee or licensee of the Corporation and their employees, servants, agents, clients and visitors; but
- excludes the owners and occupiers of the Retail Lots, as well as any employees, agents, customers, invitees, suppliers or guests of any Retail Lot owner or any tenant of any Retail Lot owner and any employees, agents, customers, invitees, suppliers or guests of the tenant;

"Business Centre" means the business centre to be run and operated from the Business Centre Lot and possible other areas on the Community Parcel where a right of occupancy or use has been granted, incorporating such administrative and business related services and facilities as the owner of the Business Centre Lot and/or the operator of the Business Centre considers necessary and appropriate in their absolute discretion, including without limitation, secretarial and administrative staff and serviced boardrooms, function rooms and meeting rooms;

"Business Centre Lot" means Lot 116 in the Community Plan, and if applicable pursuant to paragraph 30.2 of these By-laws, Lot 117 in the Community Plan;

"Childcare Facility" means the child care facility possibly to be run and operated from the Childcare Facility Lot, and incorporating childcare or childminding services for the benefit of the Lotholders and other third parties;

"Childcare Facility Lot" means, subject to paragraphs 30.2 of these By-laws, Lot 117 in the Community Plan;

"Common Property" means the Common Property created by the Community Plan;

"Corporation" means Community Corporation Number 25624 Inc constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Community Plan" means Community Corporation Plan No. C25624;

"Company" means Urban Construct Project Marketing (S.A.) Pty Ltd or any other related body corporate and their respective consultants, employees and agents;

"Developer" means the Vendor and includes any related body corporate (as defined by the *Corporations Act 2001*) of the Vendor;

"Development" means the commercial building constructed on the Community Parcel and known as at the date of lodgement of these By-Laws "Aurora on Pirie", including all Lots, Lot Subsidiaries and the Common Property;

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**"Development Name"** means "Aurora on Pirie" or such other name as the owner of the Signage Area may determine from time to time in its unfettered discretion;

**"Lease"** means the lease or leases over the Business Centre and/or the Childcare Facility which may be entered into by the Community Corporation in accordance with By-Law 30;

**"Lot"** means a Community Lot comprised in the Community Plan;

**"Lotholder"** means the owner of a Lot;

**"Lot Subsidiary"** has the meaning given to it in the Act;

**"Management Agreement"** means any agreement appointing the Managing Agent pursuant to Section 75(5) of and Regulation 15 to the Act, or such Managing Agent shall undertake the role of the strata manager and undertake the administrative functions of the Corporation and will act as a caretaker of the Common Property;

**"Managing Agent"** means the company for the time being appointed by the Corporation as its managing agent and/or strata manager (not being a building manager) and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

**"Occupier"** means and occupier of a Lot and includes, if a Lot is unoccupied, the Lotholder;

**"Retail Lot"** means Lot 1 and Lot 2 in the Community Plan;

**"Retail Purposes"** means the conduct of retail sale of goods and services to the general public including but not limited to conduct of a restaurant, café, hospitality, sale of consumer goods or the like;

**"Rules"** means the rules made by the Corporation pursuant to the powers contained in these By-laws or the Act;

**"Scheme Description"** means the community scheme description in respect of the Community Plan;

**"Security Key"** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

**"Signage Area"** means that portion of Lot 2001 in the Community Plan not comprising the function rooms and the kitchen;

**"Sky Deck"** means that portion of the Common Property known or to be known as "The Sky Deck" on the thirteenth floor of the building constructed on the Community Parcel, incorporating lobby, toilets, changerooms, lockers, steamroom, sauna, gym, store, swimming pool and adjacent terraces; and

**"Vendor"** means Pirie Street Stage 1 Pty Ltd ACN 125 367 464.

**UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:**

- 1.1 a reference to an instrument includes any variation or replacement of it
- 1.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them
- 1.3 the singular includes the plural and vice versa
- 1.4 the word "person" includes a firm, a body corporate, an association or an authority
- 1.5 words of any gender include every gender
- 1.6 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns
- 1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later
- 1.8 headings are inserted for convenience and do not affect the interpretation of these by-laws.
- 1.9 the obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these by-laws in respect of the person or persons to whom they are given.
- 1.10 without limiting the foregoing, these by-laws shall be read subject to the rights of the Company and the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
  - 1.10.1 allowing invitees to have access to the Common Property in the company of a representative of the Company and/or the Developer;
  - 1.10.2 placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and

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- 1.10.3 the use of any Lots constructed on the Community Parcel as a display centre for the sale and promotion of the Development or any other development being marketed or promoted by the Company and/or the Developer outside the Community Parcel.
- 1.11 without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:
  - 1.11.1 any surveying, engineering and construction works on the Community Parcel;
  - 1.11.2 any repair, rectification or modification works; and
  - 1.11.3 any other works associated with the construction and completion of the Development or any other development being developed, marketed or promoted by the Company outside the Community Parcel,
- 1.12 the meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions; and
- 1.13 if the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

**PART 2 - MANDATORY BY-LAWS**

**2. Administration, Management and Control of Common Property**

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
  - 2.2.1 the appointment of a Managing Agent pursuant to by-law 2.3;
  - 2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000;
  - 2.2.3 the Corporation's obligations regarding insurance under the Act.
- 2.3 The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as it considers reasonably appropriate.

**3. Use and Enjoyment of the Common Property**

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their invitees.

**PART 3 - COMMUNITY PARCEL**

**4. Prohibited Activities**

A person bound by these by-laws must not on the Community Parcel:

- 4.1 hang any items out in public view on or about any part of or in the Community Parcel;
- 4.2 make or allow their visitors to make undue noise in or about the Community Parcel except that in the case of a Retail Lot or the Childcare Facility this by-law 4.2 shall not prohibit the level of noise generally expected of or from the level of business or activities carried on at the Retail Lot or the Childcare Facility;
- 4.3 interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- 4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- 4.6 damage or deface any building or sign or structure on the Community Parcel;
- 4.7 disobey reasonable directions or requests from an officer of the Corporation;
- 4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, use any portion of the Community Parcel as a Retail Lot without the consent of the Corporation;
- 4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- 4.10 obstruct any persons lawful access to any Lot or to the Common Property;

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- 4.11 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- 4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose and fitted with bicycle racks;
- 4.13 rollerblade, roller-skate or ride a skateboard;
- 4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 4.15 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time;
- 4.16 erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law PROVIDED THAT a Lotholder or Occupier of a Retail Lot, the Childcare Facility or the Business Centre may affix a sign or signs to or place a sign or signs on the Common Property provided the sign:
- 4.16.1 comprises a well designed name of the business or its insignia only;
- 4.16.2 complies with the requirements of all relevant authorities; and
- 4.16.3 has the prior consent of the Corporation;
- and PROVIDED FURTHER THAT a Lotholder or Occupier of a Retail Lot, the Childcare Facility or the Business centre may erect or affix any sign or notice on any part of its Lot notwithstanding that the sign or notice may be seen from any exterior position;
- 4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing PROVIDED HOWEVER this by-laws does not apply to any tinting or frosting to glass on internal doors or internal windows of a Lot for privacy for that particular Lot (being internal Lot boundary windows and doors) which can be viewed from the internal corridors of the building (being Common Property);
- 4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace without the consent of the Corporation;
- 4.21 subject to these by-laws, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
- 4.21.1 extends outside the boundaries of a Lot; or
- 4.21.2 is located on any balcony; or
- 4.21.3 protrudes from any building or balcony forming part of a Lot, without first obtaining the written consent of the Corporation;
- 4.22 without limiting by-law 4.21 and subject to these by-laws, affix a satellite dish to any part of the Common Property; or
- 4.23 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

**5. Storage of Flammable Liquids**

A Lotholder or Occupier of a Lot must not:

- 5.1 except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for purposes usually associated with a commercial office or business, or in the fuel tank of a motor vehicle; or

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5.2 do or permit anything, which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation;

PROVIDED HOWEVER nothing in by-law 5.1 prohibits the Lotholder or Occupier of a Retail Lot storing on that Lot any flammable chemical liquid, gas or other flammable material for use in the business conducted from the Retail Lot.

**6. Disposal of Garbage**

6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.

6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

**7. Support and Provision of Services**

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;

7.2 the structural and functional integrity of any part of the Common Property is impaired; or

7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

**8. Retail Lot**

A Lotholder or Occupier of a Lot that is not a Retail Lot must not without the consent of the Corporation operate any retail and/or hospitality business including a restaurant, café or retail sales generally from any Lot, Lot Subsidiary or the Common Property:

8.1 except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or

8.2 unless the Scheme Description or these by-laws expressly states that the Lot may be used for such purposes; and

8.3 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

**PART 4 - COMMON PROPERTY**

**9. Corporation to Keep Common Property in Good Repair**

The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their visitors and for this purpose may enter into an appropriate contract with a third party (including a building manager) for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

**10. Prohibited Activities**

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

10.1 sleep overnight;

10.2 play any sport of any kind;

10.3 carry on any business except with the consent of the Corporation or as allowed by the Scheme Description and these by-laws;

10.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;

10.5 carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;

10.6 obstruct any corridor, hallway, passage or other access way;

10.7 obstruct the lawful use of the Common Property by any person;

10.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;

10.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;



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- 10.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the consent of the Corporation;
- 10.11 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
- 10.12 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

**11. Security of Common Property**

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

**12. Notification of Defects**

A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

**13. Compensation to Corporation**

A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.

**14. Restricted Use of Common Property**

The Corporation may take measures to ensure the security, and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

- 14.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- 14.2 permit to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
- 14.3 restrict by means of a Security Key the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

**PART 5 - USE OF COMMUNITY LOTS**

**15. Good Repair**

A Lotholder must:

- 15.1 maintain the Lot in good repair;
- 15.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 15.3 carry out work required by the Corporation in respect of the Lot; and
- 15.4 maintain and repair the air conditioning fan coil and condenser located within the Lot.

**16. Use of Lot**

A person bound by these by-laws:

- 16.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 16.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 16.3 must allow the Corporation, access to the Lot for the purpose of carrying out maintenance;
- 16.4 must pay all rates, taxes, charges, levies, outgoings and assessments in respect of their Lot as they become due and payable;
- 16.5 must subject to the Act and these by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- 16.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 16.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;

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- 16.8 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 17;
- 16.9 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
- 16.10 must surrender all Security Keys belonging to the Lot or the building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 16.11 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 16.12 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 16.13 must ensure compliance with fire laws in respect of the Lot; and
- 16.14 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.
- 17. Alterations, Additions, Renovations and Refurbishment of Lots**
- 17.1 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon a Lot unless:
- 17.1.1 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
- 17.1.2 such person has provided prior written details of such refurbishment, renovation, alterations or additions to the Corporation for its information at least 14 days prior to commencing such work; and
- 17.1.3 such person has made prior arrangements with the Corporation or the Managing Agent in relation to permitting persons such as workers to access the Lot via the Common Property and ensures that such workers have appropriate current public liability insurance cover.
- 17.2 The Lotholder shall ensure that:
- 17.2.1 all work is carried out strictly in accordance with the provisions of the consents granted by any government or statutory authority;
- 17.2.2 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
- 17.2.3 adequate precautions have been taken to ensure that all Common Property, is fully protected against damage;
- 17.2.4 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
- 17.2.5 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
- 17.2.6 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- 17.2.7 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such prescribed works is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
- 17.2.8 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- 17.2.9 all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
- 17.2.10 where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the prior consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.
- 17.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means:
- 17.3.1 the erection, alteration, demolition or removal of a building or structure;
- 17.3.2 the alteration of the external appearance of a building or structure;
- 17.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;

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- 17.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
- 17.3.5 the installation, removal or replacement of any flooring or partitions;
- 17.3.6 alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.

**18. Moving Articles To and From Lots**

The Lotholder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

- 18.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation; and
- 18.2 goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder.

**19. Pets and Animals**

- 19.1 A Lotholder or Occupier of a Lot must not keep an animal or bird in his or her Lot.
- 19.2 By-law 19.1 does not:
  - 19.2.1 prevent a Lotholder or Occupier of a lot who suffers from a disability from keeping a dog on the Lot or restrict the use of a dog by the Occupier if the dog is trained to assist the Occupier in respect of that disability;
  - 19.2.2 prevent a visitor to the Community Parcel who suffers from a disability from using a dog trained to assist the visitor in respect of that disability.

**20. Leasing**

Where a Lotholder leases a Lot the Lotholder must inform the Corporation of the identity of the lessee.

**21. Change in Ownership**

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, or any change in address of a Lotholder.

**22. Sale of Lot**

A person bound by these by-laws

- 22.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- 22.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- 22.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

**23. Right to Enter Lot**

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power;

- 23.1 to inspect a Lot;
- 23.2 to carry out maintenance repairs or work; and
- 23.3 to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

**24. Observance of By-laws**

- 24.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- 24.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

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**25. Indemnity and Release**

A person bound by these by-laws shall:

- 25.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation;
- 25.2 occupy and use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

**26. Corporation May Make Rules**

The Corporation and/or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

**27. Removal of Persons**

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

**28. Window Coverings**

A Lotholder or Occupier of a Lot may install window furnishings to the interior of any windows in accordance with any one of the following specifications without the need to obtain the consent of the Corporation:

**28.1 Sunscreen Roller Blind**

Manual, chain operated or motorised in one of the following colours:

white, off-white or cream;

**28.2 Blackout Roller Blinds**

Manual, chain operated or motorised in one of the following colours:

white, off-white or cream.

Window treatments, which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so PROVIDED HOWEVER the Lotholder or Occupier of a Retail Lot will not be required to comply with this by-law 28.

**29. Retail Lot**

29.1 Any provision of these by-laws which is inconsistent with Clause 8.2 of the Scheme Description in its application to a Retail Lot shall be read as not applying to the Retail Lots (but shall still apply with full force and effect to all other Lots).

29.2 Without limiting any other by-law, the Lotholder or Occupier of any Retail Lot must:

- 29.2.1 take out its own bins on each garbage collection day and bring the bins in as soon as is reasonably possible after the bins have been collected on each collection day;
- 29.2.2 avoid unnecessary noise when filling bins;
- 29.2.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- 29.2.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- 29.2.5 store all bins within appropriate areas of the Retail Lot or within the refuse area of the Common Property designated by the Corporation from time to time;
- 29.2.6 comply with all rules imposed by the Corporation from time to time in relation to rubbish removal and storage including in relation to:
- 29.2.6.1 volume;
- 29.2.6.2 responsibility for cleaning Common Property used or dirtied by the Retail Lot owner or Occupier;
- 29.2.6.3 not obstructing Common Property; and

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- 29.2.6.4 control of odour and vermin;
  - 29.2.7 comply with all health, noise and other regulations in carrying on the business from a Retail Lot;
  - 29.2.8 not trade outside trading hours that are lawfully permitted from time to time;
  - 29.2.9 not use or allow the use of a Retail Lot for living or sleeping;
  - 29.2.10 immediately replace non-functioning lights inside or outside a Retail Lot;
  - 29.2.11 ensure that the pedestrian passageway through a Retail Lot is open for pedestrian use at all times with sufficient security and lighting to ensure the safety of users;
  - 29.2.12 use and permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Common Property and at such times as the Corporation may from time to time direct;
  - 29.2.13 take reasonable steps to conduct its business (having regard to the nature of the business and the times and hours such business is permitted to and are normally open) in such a manner so as to minimise any disturbance to the owners and occupiers of Lots and/or their use and enjoyment of the Community Parcel including to the extent practical taking reasonable steps so that its customers and visitors do not cause undue noise (having regard to the noise generally expected from the business) or behave in a manner likely to disturb or cause offence or embarrassment to persons in other Lots or on the Common Property or otherwise engage in conduct that constitutes a nuisance; and
  - 29.2.14 comply with all applicable statutes, laws, ordinances, regulations by-laws etc imposed by any qualified authority in relation to a Retail Lot or the Occupier's business including without limitation laws relating to hygiene, occupational health, safety and worker's compensation, liquor and gaming licensing and planning and development.
- 29.3 The toilets on the first floor of the building on the Community Parcel shall be made available for non-exclusive use by the Lotholder or Occupier of a Retail Lot, as well as any employees and customers of any Lotholder or Occupier of a Retail Lot, or any tenant of any Lotholder of a Retail Lot and any employee and customers of the tenant, and the Lotholder of a Retail Lot shall contribute to the Corporations costs of cleaning, supplying, insuring, maintaining, repairing, water usage and upgrading the said toilets.
- 30. Business Centre & Childcare Facility**
- 30.1 The Business Centre Lot is to be used as a Business Centre.
  - 30.2 The Childcare Facility Lot is to be used as the Childcare Facility (subject to all necessary statutory approvals), but if all of the necessary statutory approvals to operate a Childcare Facility from the Childcare Facility Lot cannot be obtained, the Childcare Facility Lot is to be used for commercial purposes, including but not limited to a Business Centre.
  - 30.3 The Corporation may accept the grant of a Lease of the Business Centre Lot and/or the Childcare Facility Lot from the owners from time to time of the Business Centre Lot and/or the Childcare Facility Lot from which those business are located.
  - 30.4 The Corporation may sublet or licence its leasehold interest in the Business Centre Lot and/or the Childcare Facility Lot and may enter into agreements with such sublessees or licensees for the management and/or operation of the Business Centre and/or Childcare Facility on such terms and conditions as the Corporation considers appropriate.
  - 30.5 Subject to by-law 54 , the Corporation will require Lotholders to contribute towards the various costs, expenses, fees and charges in relation to complying with the Corporation's obligations under the Leases and separately in relation to the management, operation, maintenance, repair and replacement of the Business Centre and/or Childcare Facility and their facilities including the costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment and furnishings as well as wages and rights and entitlements of any persons who are employed by or who contract with the Corporation to staff the Business Centre and/or Childcare Facility from time to time.
  - 30.6 The Corporation and/or the operators of the Business Centre/Childcare Facility may charge a fee to Lotholder and Occupiers to use of the Business Centre and/or the Childcare Facility on a user-pays basis. The Corporation and/or the operator of the Business Centre/Childcare Facility shall determine the fee payable in respect of the Business Centre and/or Childcare Facility.
  - 30.7 The Corporation or any such third parties managing the Business Centre and/or the Childcare Facility may make the Business Centre and/or the Childcare Facility available for use by persons other than Lotholders or Occupiers on terms to be determined by the Corporation or any such third parties managing the Business Centre and/or the Childcare Facility.

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**31. Lease of Common Property**

Subject to the provisions of the Act, the Corporation may grant a lease or licence (exclusive or non exclusive) of the whole or a portion of the Common Property on such terms and conditions as the Corporation deems appropriate, including a lease or licence for the use, occupancy or management of the Common Property on terms and conditions the Corporation requires.

**PART 6 – GENERAL**

**32. Company & Developer Rights**

The provisions of by-laws 1.10 and 1.11 apply to these by-laws.

**33. Insurance**

- 33.1 The Corporation shall ensure that there is one (1) Policy of Insurance for all community corporations within the Community Parcel.
- 33.2 The Corporation will ensure that sufficient funds are obtained for the contributions to the administrative fund payable by the Lotholders to enable payment of the premium for the Policy of Insurance.
- 33.3 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- 33.4 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event.
- 33.5 Proof of coverage by way of a copy of the Lotholder's current receipted insurance or policy shall be supplied to the Corporation on request.

**34. Corporation's Rights and Powers - Unpaid Levies**

- 34.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
- 34.1.1 the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws, and
- 34.1.2 any costs that are ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.
- 34.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any Court of competent jurisdiction provided that, in respect of the Corporation's party and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it any levies for the sinking fund referred to in by-law 34.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Act.
- 34.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 34.4 If when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.
- 34.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 34.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder the Corporation may recover the amount spent as a debt in an action in any Court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

**35. Services**

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

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**36. Sinking Fund**

- 36.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- 36.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.
- 36.3 The following provision shall apply to any Sinking Fund established under this by-law:
- 36.3.1 the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;
- 36.3.2 that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
- 36.3.3 any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

**37. Complaints and Applications**

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

**38. Security Keys**

- 38.1 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- 38.2 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lotholder or the Corporation.
- 38.3 A Lotholder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.
- 38.4 A Lotholder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.

**39. Sky Deck**

- 39.1 The Sky Deck is available for the use of all Authorised Users.
- 39.2 The Corporation may make rules in relation to the use of the Sky Deck.
- 39.3 The Corporation may enter into agreements with third parties for the management, operation, maintenance and replacement of and the provision, leasing, licensing and/or hiring of services, goods and equipment to the Sky Deck or any portion thereof (including without limitation gymnasium and swimming pool plant and equipment), on such terms as the Corporation considers appropriate ("Agreements") and may incur various costs, expenses, fees and charges in relation to the management, operation, maintenance and replacement of the Sky Deck including the costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment ("Outgoings") which Outgoings will be recovered from the owners of the Lots as community contributions PROVIDED HOWEVER the owners of the Retail Lots will not be required to contribute to such Outgoings.
- 39.4 The Corporation may grant to third parties a licence or lease to access and use the Sky Deck or any portion thereof on such terms as the Corporation considers appropriate ("Third Party Licence"), subject to any Agreements the Corporation enters into in relation to the Sky Deck with third parties.
- 39.5 Subject to the terms of the Agreements and any Third Party Licence, the Corporation may grant the Authorised Users licences to access and use the Sky Deck or a portion thereof on such terms as the Corporation considers appropriate ("Licences"). Without limiting the foregoing, the Corporation may grant the Licences on the basis that no fee is charged for the use of and access to the Sky Deck and instead a contribution is required from the Authorised Users towards the Outgoings.
- 39.6 Subject to the terms of the Agreements, the Licences and any Third Party Licence, the Corporation may make rules in relation to the use of and access to the Sky Deck.
- 39.7 Authorised Users or Third Party Licence holders must not breach nor permit persons under his or her control to breach the rules as stipulated from time to time by the Corporation in respect of the use of and access to the Sky Deck.

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- 39.8 Authorised Users or Third Party Licence holders must wear appropriate clothing and suitable foot wear when using the Sky Deck. All equipment in the gymnasium must be used with a towel and wiped down after use. No wet swimming apparel is to be worn outside the pool area.
- 39.9 No visitor, client or guest of an Authorised User or Third Party Licence holders may enter or use the Sky Deck unless accompanied by an Authorised User or Third Party Licence holders or the manager of the Sky Deck (if one has been appointed) pursuant to these by laws.
- 39.10 Subject to the terms of the Agreements, the Licences and any Third Party Licence, a Lotholder or Occupier or Third Party Licence holder must not do anything that will prejudice the use of the Sky Deck by the Authorised Users or that will result in a breach of the Licences or Third Party Licences by the Corporation.
- 39.11 Subject to the terms of any Third Party Licence, the Sky Deck will be open for use by Authorised Users and Third Party Licence holders between the hours of 6:30am and 10.00pm daily or such other times as the Corporation may determine, subject to any temporary closures for cleaning, repairs, maintenance or other necessary works.
- 39.12 Subject to the terms of any Third Party Licence, the Corporation may from time to time offer the intended roof top garden to the public on a user pays basis and otherwise on such terms as the Corporation sees fit but in any event on such terms as are not inconsistent with these by-laws provided that Authorised Users acknowledge and agree that the Corporation may restrict access to the Sky Deck during the hours that the roof garden is being used by such third parties, upon giving all Lotholders and Occupiers not less than 24 hours notice.
- 40. Concierge and Valet Parking Services**
- 40.1 The Corporation may (but is not obliged to) provide concierge and valet parking services for the benefit of Lotholders and Occupiers.
- 40.2 The Corporation may enter into agreements with third parties for the management and/or operation of the concierge and valet parking services on such terms as the Corporation considers appropriate, in its absolute discretion.
- 40.3 The costs associated with the provision of such services will be borne by Lotholders as contributions.
- 41. Canopy, Awning and Façade Encroachment**
- 41.1 A portion of the canopy, awnings and facade forming part of the building on the Community Parcel encroaches over Pirie Street and Naylor Street, Adelaide ("the Canopy Encroachment Area").
- 41.2 For the purposes of these by-laws, each person bound by these by-laws acknowledges that the Canopy Encroachment Area is deemed to form part of the Common Property in the Community Plan and these by-laws apply to the Canopy Encroachment Area as though the Canopy Encroachment Area formed part of the Common Property.
- 42. Balcony Encroachments**
- 42.1 Balconies on the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th and 11th levels of the building on the Community Parcel encroach over Pirie Street and and/or Naylor Street, Adelaide ("Balcony Encroachment Area").
- 42.2 For the purposes of these by-laws, each person bound by these by-laws acknowledges that the Balcony Encroachment Area is deemed to form part of the Common Property in the Community Plan and these by-laws apply to the Balcony Encroachment Area as though the Balcony Encroachment Area formed part of the Common Property.
- 42.3 The Corporation will grant to the owner of a Lot an exclusive right to use that part of the balcony adjoining their Lot which is included in the Balcony Encroachment Area.
- 43. Permits**
- 43.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- 43.2 The Corporation shall have the power to grant permits in its absolute discretion (unless any By-Laws provide to the contrary) to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- 43.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- 43.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- 43.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.



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**By-Laws  
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43.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

43.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

**44. Offences**

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum permitted by the Act

**45. Breach**

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

**46. Waiver**

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

**47. Notice**

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

**48. Corporation to take a lease**

48.1 The Corporation may accept a Lease of a Lot from the owners from time to time of the Lots

48.2 The Corporation may sublet or licence its leasehold interest in the Lots and may enter into agreements with such sublessees or licensees of the Lots on such terms and conditions as the Corporation considers appropriate.

**49. Leasing Common Property on a Floor to Lot Owners or Occupiers**

If there Occupier leasing multiple Lots on a floor or floors of the building on the Community Parcel, then upon the request of the Occupier and where practical to do so, the Corporation will grant a right of occupancy/exclusive use of that portion of the Common Property adjacent to the particular Lots on terms and conditions as the Corporation requires, including but not limited to the following:

49.1 leasing a portion of the Common Property for nominal rent;

49.2 leasing a portion of the Common Property to the same Occupier;

49.3 the right of occupancy/exclusive use of that portion of the Common Property shall expire if one or more of the leases in which the Occupier has an interest comes to an end;

49.4 the tenant obtains public liability insurance of not less than \$20,000,000.00 noting the Corporations interest in respect of the portion of the Common Property; and

49.5 if the Occupier makes any alterations or additions to that portion of the Common Property, then the Occupier must reinstate that portion of the Common Property back to its original condition.

**50. Telephone System**

50.1 The Corporation is the owner of the telephone system incorporated within the building on the Community Parcel.

50.2 The Corporation may grant rights to the Business Centre to operate and use the telephone system on terms and conditions required by the Corporation in its complete discretion, including but not limited to charging fees to Lotholders and/or Occupiers to connect into the telephone system and fees for the use of such telephone system.

50.3 It will not be mandatory for a Lotholder or Occupier to use the telephone system

**51. Telecommunication Devices, Aerials and Antennas**

51.1 The Corporation may from time to time on terms the Corporation requires in its complete discretion, grant rights of occupancy or use over a portion of the Common Property for the purposes of telecommunication devices, aerials and antennas ("Telecommunication Devices").

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- 51.2 The Community Corporation must allow the workmen, agents, officers, contractors or representatives of the parties installing the Telecommunication Devices access to such portions of the Common Property as are necessary to install the Telecommunications Devices.
- 51.3 The Corporation may at its complete discretion authorise telecommunication service providers to erect, maintain and operate mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes on the Common Property.
- 51.4 The Corporation may in its complete discretion grant rights of occupancy over a portion of the Common Property to Lotholders and/or Occupiers for the erection, maintenance and operation of Telecommunication Devices that the particular Lotholder and/or Occupier may require as part of its business being conducted from that Lotholder and/or Occupier's particular Lot or Lots.
- 51.5 The Lotholder and/or Occupier will be responsible and liable for all costs of and associated with the erection, maintenance and operation of Telecommunication Devices that the particular Lotholder and/or Occupier may require including the costs of installing, laying and affixing any appropriate cables and connections from the Telecommunication Devices to the Lot.

**52. Signage Area**

The owner of the Signage Area from time to time:

- 52.1 shall have the exclusive name rights to the building constructed on the Community Parcel including any financial benefits derived from such, without fee, cost or compensation due or payable to the Corporation, other than valid Corporation Levies relevant to the Signage Area;
- 52.2 shall be entitled to place signage, advertising, branding, or the like on the Signage Area in view of the general public without the need to obtain consent of the Corporation;
- 52.3 may undertake work on the Signage Area when placing such signage, advertising, branding or the like on the Signage Area including accessing the Common Property to undertake such work without the need to obtain the consent of the Corporation; and
- 52.4 shall obtain at its own cost all necessary statutory approvals to place any such signage, advertising, branding or the like on the Signage Area and provide a copy of such statutory approvals to the Corporation at the request of the Corporation.

**53. Apportionment of Contributions**

- 53.1 The lifts, the Sky Deck and the cleaning of Common Areas are for the benefit and/or exclusive use of the owners, occupiers and guests of all Lots except any Retail Lots. Corporation contributions and levies in relation to such costs or any other costs attributable to or in respect of such facilities and other parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of other Lots but not any Retail Lot shall not be imposed upon any owner or occupier of a Retail Lot and similarly Corporation contributions and levies in relation to costs attributable to or in respect of such facilities and parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of Retail Lots but not other Lots shall not be imposed upon any owner or occupier of other Lots.
- 53.2 Corporation costs attributable to or in respect of facilities, services or parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of some Lots but not used or for use of for the benefit exclusively of other Lots shall not be imposed or levied upon any owner or occupier of a Lot that does not have the exclusive benefit of or use of that particular facility, service or part of the Common Property.

FORM LF1 (Version 1)  
 GUIDANCE NOTES  
 Orig. **LF** **13013327**



11:44 31-Oct-2018  
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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  
PURPOSES ONLY**

SERIES NO	PREFIX
2	LF

AGENT CODE


LODGED BY: DW Fox Tucker DWFT

CORRECTION TO: DW Fox Tucker DWFT

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
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PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	 REGISTRAR-GENERAL pro

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Scheme Description  
Development No 020/C024/08  
006118

# SCHEME DESCRIPTION

**COMMUNITY PLAN NO. 25624**

**"AURORA ON PIRIE", 141-147 PIRIE STREET, ADELAIDE**

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



Rodney Grant Hammond  
Registered Conveyancer  
Level 14, 100 King William Street  
Adelaide SA 5000

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## COMMUNITY SCHEME DESCRIPTION

### COMMUNITY PLAN NO. 25624

This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the Community Titles Act and Regulations.

#### 1. DEFINITIONS

- 1.1. The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

**"Act"** means the *Community Titles Act 1996* as amended;

**"Aurora on Pirie Development"** means the commercial building constructed on the Community Parcel and known as at the date of lodgement of this Scheme Description "Aurora on Pirie", including all Lots, Lot Subsidiaries and the Common Property;

**"Aurora Stage One"** means the commercial office building on the Aurora Stage One Site with Retail Lots on the ground floor, to be known as the Development Name, including all the Lots, Lot Subsidiaries and the Common Property shown on the Community Plan;

**"Aurora Stage One Site"** means the Site more particularly outlined in the Community Plan or any part thereof, incorporating the whole of the land formerly in Certificate of Title Register Book Volume 5798 Folio 789;

**"Aurora Stage Two"** means the proposed or possible development of the balance of the Project Site other than the Aurora Stage One Site as a commercial office building;

**"Authorised User"** means:

- any owner of a Lot comprised in Aurora Stage One and their employees, servants, agents and clients; or
- any occupier of a Lot (or portion thereof) comprised in Aurora Stage One (being a lessee, sub-lessee, licensee or party with a right of occupancy or use of a Lot or portion thereof) and their employees, servants, agents, clients and visitors; or
- any lessee, sub-lessee or licensee of the Corporation and their employees, servants, agents, clients and visitors; but
- excludes the owners and occupiers of the Retail Lots, as well as any employees, agents, customers, invitees, suppliers or guests of any Retail Lot owner or any tenant of any Retail Lot owner and any employees, agents, customers, invitees, suppliers or guests of the tenant;

**"Business Centre"** means the business centre to be run and operated from the Business Centre Lot and possible other areas on the Community Parcel where a right of occupancy or use has been granted, incorporating such administrative and business related services and facilities as the owner of the Business Centre Lot and/or the operator of the Business Centre considers necessary and appropriate in their absolute discretion, including without limitation, secretarial and administrative staff and serviced boardrooms, function rooms and meeting rooms;

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**"Business Centre Lot"** means Lot 116 in the Community Plan, and if applicable pursuant to paragraphs 3.4 and 8.3 of this Scheme Description, Lot 117 in the Community Plan;

**"Childcare Facility"** means the child care facility possibly to be run and operated from the Childcare Facility Lot, and incorporating childcare or child minding services for the benefit of the Lotholders and other third parties;

**"Childcare Facility Lot"** means, subject to paragraphs 3.4 and 8 of this Scheme Description, Lot 117 in the Community Plan;

**"Common Property"** means the Common Property created by the Community Plan;

**"Community Parcel"** means the whole of the land comprised In the Community Plan;

**"Community Plan"** means Community Plan No.25624;

**"Corporation"** means Community Corporation No.25624 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

**"Council"** means the Corporation of the City of Adelaide;

**"Developer"** means the Vendor and includes any related body corporate (as defined by the Corporations Act 2001) of any of the Vendor that are or become involved in Aurora Stage One or the Project;

**"Development Name"** means as at the date of lodgement of this Scheme Description, "Aurora on Pirie" or such other name as the owner of the Signage Area may determine from time to time in its unfettered discretion;

**"Lease"** means the lease or leases over the Business Centre and/or the Childcare Facility which may be entered into by the Corporation In accordance with paragraph 8 of this Scheme description;

**"Lot"** means a Community lot comprised In the Community Plan;

**"Lotholders"** means the owner of a Lot;

**"Lot Subsidiary"** has the meaning given to it in the Act;

**"Project"** means the entire development of the Project Site into Aurora Stage One and Aurora Stage Two subject to any variation and unless the context does not permit includes any part of that development;

**"Project Site"** means the sites, areas and parcels of land Incorporated in Certificates of Title Register Book Volume 5474 Folio 133 formerly Volume 6798 Folio 789, Volume 5491 Folio 204, Volume 5027 Folios 937 through 947 inclusive and Volume 5782 Folio 248 subject to any variation and unless the context does not permit includes any part of those sites, areas and parcels of land;

**"Retail Lots"** means Lots 1 and 2 In the Community Plan;

**"Retail Purposes"** means the conduct of retail sale of goods and services to the general public, including but not limited to the conduct of a restaurant, cafe, hospitality, sale of consumer goods or the like;

**"Signage Area"** means that portion of Community Lot 2001 in the Community Plan excluding the function rooms and kitchen;

**"Sky Deck"** means that portion of the Common Property known or to be known as "The Sky Deck" on the thirteenth floor of the building constructed on the Community

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Parcel, incorporating lobby, toilets, change rooms, lockers, steam room, sauna, gym, store, swimming pool and adjacent terraces;

**"Vendor"** means Pirie Street Stage 1 Pty Ltd ACN 125 367 464.

- 1.2. Unless the contrary intention appears the following applies:
- 1.2.1. a reference to an instrument includes any variation or replacement of it;
  - 1.2.2. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - 1.2.3. the singular includes the plural and vice versa;
  - 1.2.4. the word "person" includes a firm, a body corporate, an association or an authority;
  - 1.2.5. words of any gender include every gender;
  - 1.2.6. a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
  - 1.2.7. a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
  - 1.2.8. the meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions;
  - 1.2.9. headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

## **2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY**

- 2.1. The Community Parcel and the Lots and Common Property into which the parcel is to be divided comprise the property located at 141 -147 Pirie Street, Adelaide SA 5000 being the Whole of the land formerly In Certificate of Title Volume 5798 Folio 789 ("the Land").
- 2.2. The Community Plan is a primary community strata plan being the division of the Land into 193 primary community strata lots and Common Property.

## **3. PURPOSES FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED**

- 3.1. Community lots 101-115 inclusive, 201-221 inclusive 301-320 inclusive, 401-423 inclusive, 501 -519 inclusive, 601 - 619 inclusive, 701 -719 inclusive, 801 -819 inclusive, 901 – 917 inclusive, 1001 -1006 inclusive, 1101 --1104 inclusive and 1201 -1206 inclusive within the Community Scheme are to be used for commercial purposes, including (subject to any required statutory approvals) medical consulting rooms, but shall not be used as Business Centres.
- 3.2. Community Lots 1 and 2 on the ground floor of the building are to be used for Retail Purposes.



- 3.3. Subject to paragraphs 3.4 and 8.3 of this Scheme Description, Community Lot 116 on the first floor of the building is to be used as a Business Centre.
- 3.4. Subject to paragraph 8.3 of this Scheme Description, Community Lot 117 on the first floor of the building is to be used as the Childcare Facility (subject to all necessary statutory approvals), but If all of the necessary statutory approvals to operate a Childcare Facility from Community Lot 117 cannot be obtained, it is to be used for commercial purposes, including but not limited to as a possible Business Centre.
- 3.5. Community Lot 2001 on the roof and/or external wall of the building is to be used for signage and advertising purposes, and as function rooms and kitchen.
- 3.6. There will be Lot subsidiaries comprising car parks and storage areas.
- 3.7. The Common Property is to be used for the purpose of providing access to the Lots and lot subsidiaries, for the provision of loading facilities, garbage disposal facilities, storage areas, toilets, kitchens, cleaners rooms, service infrastructure, lifts, stairs, signage, service areas, the Sky Deck and as set out in paragraph 6.1 of this Scheme Description.

#### **4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS**

- 4.1. For the standard of buildings and other improvements erected by the Developer, refer to paragraphs 5 and 6 of this Scheme Description.
- 4.2. Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement 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 buildings and improvements undertaken by the Developer.

#### **5. DEVELOPMENT OF COMMUNITY LOTS**

The Developer has developed a fifteen (15) level building on the Community Parcel and developed the Common Property in accordance with the development approvals granted by the relevant planning authority and numbered:

- DA 266/2007;
- DA 266/2007/A;
- DA 266/2007B;
- DA 26612007/C;
- DA 266/2007/4/C;
- DA 26612007D; and
- DA 26612007/E;

subject to such amendments as agreed by the relevant planning authority.

#### **6. DEVELOPMENT OF THE COMMON PROPERTY**

- 6.1. The Common Property comprises any one or more of the following:
  - 6.1.1. the external structures of the building constructed on the Community Parcel;

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- 6.1.2. walkways, stairways, driveways, lobby, ramps, passages and entrance areas for access to the Lots and Lot subsidiaries;
- 6.1.3. the Sky Deck;
- 6.1.4. lifts and lift shafts;
- 6.1.5. security room;
- 6.1.6. fire control room;
- 6.1.7. switchboard room;
- 6.1.8. communications room;
- 6.1.9. transformer room;
- 6.1.10. change rooms;
- 6.1.11. lobby;
- 6.1.12. toilets;
- 6.1.13. kitchens;
- 6.1.14. grease traps;
- 6.1.15. loading dock;
- 6.1.16. garbage disposal facilities;
- 6.1.17. a stormwater Interceptor system and pump out system;
- 6.1.18. sewer pumps;
- 6.1.19. a hot water system;
- 6.1.20. storage areas including storage for plant, equipment and services; and
- 6.1.21. provision for service infrastructure including but not limited to water meter, fire hydrant, fire pump room, air-conditioning units.
- 6.2. Construction of the Improvements in paragraph 6.1 by the Developer on the Common Property, are in accordance with the relevant development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.
- 6.3. The standard of the work performed and the materials used on the Common Property are of fair average standard or such higher standard as the Developer, in its absolute discretion, has determined.

## **7. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT 1993**

The division of the Community Parcel and construction of the building on the Community Parcel is subject to conditions imposed by the relevant planning authority pursuant to development approval numbered: DA 020/C021/08 (copy attached).

**8. OTHER IMPORTANT FEATURES OF THE SCHEME****8.1. Sky Deck**

- 8.1.1. A portion of the Common Property on the roof of the building has been developed as the Sky Deck.
- 8.1.2. The Sky Deck will be made available for use by all Authorised Users.
- 8.1.3. The Corporation may enter into agreements with third parties for the management, operation, maintenance and replacement of and the provision, leasing, licensing and for hire of services, goods and equipment (Including without limitation gymnasium and swimming pool plant and equipment) for and in respect of the Sky Deck or any portion thereof, on such terms as the Corporation considers appropriate.
- 8.1.4. Subject to any agreements the Corporation enters into in relation to the Sky Deck with third parties, the Corporation will be liable for the management, operation, maintenance and replacement costs of the Sky Deck and tile costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment (including without limitation gymnasium and swimming pool equipment) to the Sky Deck ("Outgoings"), which Outgoings will be recovered from the owners of the Lots as community contributions PROVIDED HOWEVER the owners of the Retail Lots will not be required to contribute to such Outgoings.
- 8.1.5. The Corporation may enter into agreements with third parties for the management, leasing, licensing and/or exclusive use of the Sky Deck or any portion thereof, on such terms as the Corporation considers appropriate.
- 8.1.6. Subject to any agreements the Corporation enters into in relation to the Sky Deck with third parties, the Corporation may grant to third parties licences (to access and use the Sky Deck on such terms as the Corporation considers appropriate.
- 8.1.7. Subject to any agreements the Corporation enters into in relation to the Sky Deck with third parties, the Corporation may make such rules as it considers appropriate in relation to the use of the Sky Deck.
- 8.1.8. The Corporation or any third party granted rights over the roof top gardens (which are features of the Sky Deck) pursuant to paragraph 8.1.4 of this Scheme Description may from time to time offer to the public on a user pays basis and otherwise on such terms as the Corporation or the third party sees fit use of the roof top gardens and Authorised Users acknowledge that the Corporation or the third party granted such rights may restrict access to the Sky Deck during the hours that the rooftop gardens are being used, upon giving all Loholders and Occupiers not less than 24 hours notice.

**8.2. Retail Lots**

- 8.2.1. The business(es) conducted from any Retail Lot on the Community Parcel shall be entitled to:
  - 8.2.1.1. operate during the times and subject to the conditions of the liquor licenses (if any) in respect of the Retail Lot imposed by the Commissioner for Liquor and Gaming and otherwise in accordance with any laws governing the trading hours of such businesses;

- 8.2.1.2. engage in such activities that are within or ancillary to the ordinary course of their business(es) without any interference from the Corporation or any owner or occupier of a Lot; and
- 8.2.1.3. install fittings, fixtures, furnishings, signage and otherwise fit out the interior of the Retail Lot as they see fit for their businesses (to the extent that such fit out does not involve any structural additions, alterations or modifications or additions, alterations or modifications to the services or service infrastructure on or supplying the Community Parcel) without having to seek the consent of the Corporation as long as such fit out is of a reasonable quality and standard and does not detract from the general appearance and amenity of the Community Parcel,

PROVIDED THAT the standard of business(es) operated from the Retail Lot is of a reasonable standard and such business(es) take reasonable steps (having regard to the nature of the businesses and the times and hours such businesses are allowed to and are normally open) to minimise any disturbance to the owners and occupiers of Lots and/or their use and enjoyment of the Community Parcel.

- 8.2.2. For the avoidance of doubt, nothing in this Clause 8.2 prohibits the by-laws and/or the Corporation from containing or going reasonable directions or making reasonable rules in regard to safety of Lot owners and occupiers and their visitors, security of the Community Parcel, cleanliness, presentation and the standard of repair of the Retail Lot and anything else which bylaws are permitted to regulate under the Act.
- 8.2.3. The Lot subsidiaries for the Retail Lots do not include any car parks.
- 8.3. Business Centre & Childcare Facility
  - 8.3.1. The Business Centre Lot is to be used as a Business Centre.
  - 8.3.2. The Childcare Facility Lot is to be used as the Childcare Facility (subject to all necessary statutory approvals), but if all of the necessary statutory approvals to operate a Childcare Facility from the Childcare Facility Lot cannot be obtained, it is to be used for commercial purposes, including but not limited to as a possible Business Centre.
  - 8.3.3. The Corporation may accept a Lease of the Business Centre Lot and/or the Childcare Facility Lot from the owners of those Lots for use as a Business Centre and/or Childcare Facility.
  - 8.3.4. The Corporation may sublet or licence its leasehold interest in the Business Centre and/or the Childcare Facility and may enter into agreements with such sublessee & or licensees for the management and/or operation of the Business Centre and/or Childcare Facility on such terms and conditions as the Corporation considers appropriate.
  - 8.3.5. The Corporation will require Lotholders (other than the owners of the Retail Lots to contribute towards the various costs, expenses, fees and charges in relation to complying with the Corporation's obligations under the Leases and separately in relation to the management, operation, maintenance, repair and replacement of the Business Centre and/or Childcare Facility and their facilities including (without limitation) the costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment and furnishings as well as wages and rights and entitlements of any persons who are employed by or who contract with the Corporation to staff the Business Centre and/or Childcare Facility from time to time.

- 8.3.6. The Corporation and/or the operator of the Business Centre may also require a fee for use of the Business Centre and/or Childcare Facility on a user-pays basis.
- 8.3.7. The Corporation or any such third parties managing/operating the Business Centre and/or the Childcare Facility may make the Business Centre and/or the Childcare Facility available for use by persons other than Lotholders or occupiers of a Lot on terms to be determined by the Corporation or the operator in their absolute discretion.
- 8.4. Concierge and Valet Parking Services
- 8.4.1. The Corporation may (but is not obliged to) provide concierge and valet parking services for the benefit of Lotholders.
- 8.4.2. The Corporation may enter into agreements with third parties for the management and/or operation of the concierge and valet parking services on such terms as the Corporation considers appropriate.
- 8.4.3. The costs associated with the provision of such services will be borne by Lotholders as Corporation contributions.
- 8.5. Canopy, Awning and Façade Encroachments
- 8.5.1. A portion of the canopy, awnings and facade forming part of the building on the Community Parcel encroaches over Pirie Street and Naylor Street, Adelaide ("the Canopy Encroachment Area").
- 8.5.2. For the purposes of this scheme description, each person bound by this scheme description acknowledges that the Canopy Encroachment Area is deemed to form part of the Common Property in the Community Plan and this scheme description applies to the Canopy Encroachment Area as though the Canopy Encroachment Area formed part of the Common Property.
- 8.6. Balcony Encroachments
- 8.6.1. Balconies on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> levels of the building on the Community Parcel encroach over Pirie Street and/or Naylor Street, Adelaide ("Balcony Encroachment Area").
- 8.6.2. For the purposes of this scheme description, each person bound by this scheme description acknowledges that the Balcony Encroachment Area is deemed to form part of the Common Property in the Community Plan and this scheme description applies to the Balcony Encroachment Area as though the Balcony Encroachment Area formed part of the Common Property.
- 8.6.3. The Corporation will grant to the owners of any Lot that has a balcony (other than a balcony that is a Lot Subsidiary) adjoining their Lot an exclusive right to use that part of the balcony adjoining their lot which is included in the Balcony Encumbrance Area.
- 8.7. Community Lot 2001 and Signage Area
- 8.7.1. The owner from time to time of that portion of Community Lot 2001 comprising the Signage Area shall:
- 8.7.1.1. have the exclusive name rights to the building constructed on the Community Parcel, including any financial benefits derived from such, without fee, cost or compensation due or payable to the Corporation (other than valid Corporation levies relevant to Community Lot 2001 and/or the Signage Area) or any other owner of a Lot;

- 8.7.1.2. be entitled to place signage, advertising, branding or the like on the Signage Area in view of the general public without the need to obtain the consent of the Corporation;
- 8.7.1.3. undertake work on the Signage Area when placing such signage, advertising, branding or the like on the Signage Area, including accessing the Common Property to undertake such work, without the need to obtain the consent of the Corporation; and
- 8.7.1.4. obtain at its own cost all necessary statutory approvals to place any such signage, advertising, branding or the like on the Signage Area.
- 8.7.2. The owner from time to time of the Community Lot 2001 may, at its own cost and subject to obtaining all necessary statutory approvals, undertake a secondary community division of Community Lot 2001 without the necessity to obtain the consent of the Corporation.
- 8.7.3. The owner from time to time of the balance of Community Lot 2001 not comprising the Signage Area (being function rooms and kitchen) may offer to the public use of the said function rooms and kitchen on such terms as the owner sees fit.
- 8.8. Apportionment of Contributions
- 8.8.1. The lifts, the Sky Deck and the cleaning of Common Areas are for the benefit and/or exclusive use of the owners, occupiers and guests of all lots except any Retail Lots. Corporation contributions and levies in relation to such costs or any other costs attributable to or in respect of such facilities and other parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of other Lots but not any Retail Lot shall not be imposed upon any owner or occupier of a Retail Lot and similarly Corporation contributions and levies in relation to costs attributable to or in respect of such facilities and parts of the Common Property that are used or for use or for the benefit exclusively by the owners and occupiers of Retail Lots but not other Lots shall not be imposed upon any owner or occupier of other Lots.
- 8.8.2. Corporation costs attributable to or in respect of facilities, services or parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of some Lots but not used or for use of for the benefit exclusively of other Lots shall not be imposed or levied upon any owner or occupier of a lot that does not have the exclusive benefit of or use of that particular facility, service or part of the Common Property.
- 8.9. Telecommunications Devices
- The Corporation may from time to time on terms the Corporation requires in its complete discretion grant rights of occupancy over a portion of the Common Property:
- 8.9.1. to telecommunications service providers for the erection, maintenance and operation of mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes; and
- 8.9.2. to Lotholders and/or occupiers of Lots for the erection, maintenance and operation of telecommunications equipment that the particular Lotholder and/or occupier may require as part of its business being conducted from the particular Lot.

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Page 12 of 13

Scheme Description  
Development No 0201C021/08  
020/C006/13

8.10. Phone System

8.10.1. The Corporation owns the telephone system incorporated within the building on the Community Parcel and may from time to time grant rights to Lotholders and/or third parties to operate and use such telephone system on terms and conditions required by the Corporation in its complete discretion including but not limited to charging fees to connect into the telephone system and fees to use such.

8.10.2. It will not be mandatory for Lotholders or occupiers of a Lot to use the phone system.

8.11. General

8.11.1. The Corporation will coordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Lots.

8.11.2. The toilets on the first floor of the building on the Community Parcel shall be made available for use by the Owners and occupiers of the Retail Lots, as well as any employees and customers of any Retail Lot owner or any tenant of any Retail Lot owner and any employee and customers of the tenant. Notwithstanding paragraph 8.8 of this Scheme Description, the owners of the Retail Lots shall contribute to the Corporations costs of cleaning, supplying, insuring, maintaining, repairing, water usage and upgrading the toilets.

**9. OTHER INFORMATION REQUIRED BY THE REGULATIONS**

No other information is required by the regulations.

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No 0201C021/08  
020/006/18

**ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY**

The Corporation of the City of Adelaide hereby endorses this scheme description in accordance with Section 3(11) of the Community Titles Act 1996 and confirms that:

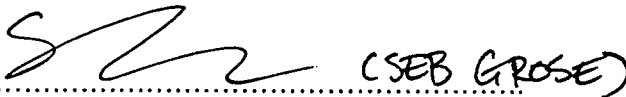
1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title Land Division of the land into 193 Primary Community Lots and Common Property.
2. However, this endorsement does not limit the Council's (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or other authorisations still required.
3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community strata lot and other forms of development (as defined in the Development Act 1993) that have not to date received all the required consents. Similarly, other forms of development (as defined in the Development Act 1993) that have not been discussed in the scheme description will require an application to be lodged with the relevant planning authority for the necessary consents.

SIGNED



.....  
Principal Planner  
As delegate of the Corporation of the City of Adelaide

WITNESS



.....  
Date: 10/9/18





**DECISION NOTIFICATION FORM**

Application Dated: 27 Jun 2008 Application Registered On: 27 Jun 2008	File Reference: F/LD/0026/2008 Contact Officer: Edouard Pool 8203 7261
--	---

<b>Application:</b>	LD/26/2008 (DAC: 020/C021/08 - Unique ID: 26817)
<b>Applicant:</b>	PIRIE STREET STAGE 1 P/L
<b>Description:</b>	Community Titles - create 193 titles from 1
<b>Location:</b>	AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000

In respect of this proposed development you are informed that:

Item / Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	9 July 2009	1
Community Title Consent	Granted	9 July 2009	4
Development Approval	Granted	9 July 2009	5

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

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

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

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

**No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.**

Date of Decision: 9 July 2009

Signed: DD Dawson

Date: 13 July 2009

Development Assessment Commission or delegate  
 Council Chief Executive Officer or delegate  
 Private Certifier  
 [ 2 ] Sheets Attached



**Application:** LD/26/2008 (DAC: 020/C021/08 - Unique ID: 26817)  
**Applicant:** PIRIE STREET STAGE 1 P/L  
**Location:** AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000

**CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT**

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

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

**CONDITIONS OF LAND DIVISION CONSENT**

**1. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, shall be met.**

**2. Payment of \$796,125 shall be made into the Planning and Development Fund (193 strata lots @\$4,125/strata lot).**

**Cheques shall 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, SA, 5001**

**3. A certified survey plan shall be lodged with the Development Assessment Commission for Certificate purposes.**

**4. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.**



**Application:** LD/26/2008 (DAC: 020/C021/08 - Unique ID: 26817)  
**Applicant:** PIRIE STREET STAGE 1 P/L  
**Location:** AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000

**ADVISORY NOTES**

The following Advisory Notes are not conditions of the decision but require your further attention and are for your information:

**Street Numbering**

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7128 or 8203 7129.

**Expiration Time of Approval (Land Division)**

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this approval will lapse at the expiration of 12 months from the operative date of the approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the approval will lapse at the expiration of 3 years.



CITY OF  
ADELAIDE

Enquiries: Seb Grose 8203 7195

Reference: LD/10/2018

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

21 March 2018

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)

ABC WORLD P/L  
c/- Alexander Symonds P/L  
By email: [planning@alexander.com.au](mailto:planning@alexander.com.au)

ABN 20 903 762 572

Dear Sir/Madam

Application: LD/10/2018

Address: AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000

Description: Community Division - boundary adjustment - Lot 2001 relocated to roof level only

Development Approval

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this approval.

I advise that pursuant to Section 86(1) of the *Development Act 1993* you have the right of appeal to the Environment Resources and Development Court against any conditions which have been imposed on this approval. Pursuant to the provisions of Section 86(4) of the *Development Act 1993* any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square Adelaide 5000 (Postal Address, GPO Box 2465, Adelaide 5001).

Please be advised that this consent will lapse twelve (12) months from the operative date of the approval. If an application for a certificate under Section 51 of the Act has been lodged with the State Planning Commission within such a period, the approval will lapse at the expiration of 3 years.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully



Seb Grose  
PLANNER – DEVELOPMENT ASSESSMENT





## DECISION NOTIFICATION FORM

Application Dated: 2 March 2018	Contact Officer: Seb Grose 8203 7195
Application Registered On: 2 March 2018	File Reference: LD/10/2018

Application:	LD/10/2018
Applicant:	ABC WORLD P/L
Location:	AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000
Description:	Community Division - boundary adjustment - Lot 2001 relocated to roof level only

In respect of this proposed development you are informed that:

Nature Of Decision	Decision Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	21 March 2018	1
Community Title Consent	Granted	21 March 2018	1
Development Approval	Granted	21 March 2018	2

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

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

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

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

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 21 March 2018

State Planning Commission or delegate

Signed: ..... *B. Dutschak* .....

Council Chief Executive Officer or delegate

Private Certifier

Date: 21 March 2018

Sheets Attached

Cc State Planning Commission



**Application:** LD/10/2018  
**Applicant:** ABC WORLD P/L  
**Location:** AURORA ON PIRIE, 141-147 Pirie Street, ADELAIDE SA 5000  
**Description:** Community Division - boundary adjustment - Lot 2001 relocated to roof level only

**CONDITION OF DEVELOPMENT PLAN CONSENT**

1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:
  - Plan of Division prepared by Alexander and Symonds Surveying Consultants, Sheets 1, 10 and 11 of 11, dated 8 February 2018to the reasonable satisfaction of the Council except where varied by conditions below (if any).

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

**CONDITION OF COMMUNITY TITLE CONSENT**

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

**Reason:** *To satisfy the requirement of the State Planning Commission.*

<b>ADVISORY NOTES</b>
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The following matters are not conditions of the decision but require your further attention:

**Street Numbering**

Any street numbering which may have been indicated on this application has neither been approved nor denied. To avoid any potential confusion regarding the addressing of your development, it is recommended that you contact the Rates and Valuation Section to confirm the correct address prior to the commencement of marketing. The Rates and Valuation Section can be contacted on 8203 7128 or 8203 7129.

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**Expiration Time of Approval (Land Division)**

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the consent / approval will lapse at the expiration of 3 years.

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**MINUTES**  
**of the Reconvened Annual General Meeting**

of

**Community Corporation 25624 Inc.**  
**141-147 PIRIE STREET, ADELAIDE**

held

at Level 13 Function Room  
141-147 Pirie Street, Adelaide

on Thursday, 7 December 2017 at 2:00 PM

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**PRESENT**

**In Person**

Lot 109 Mr A P Harvey  
Lot 218 Qiu Hui Lin  
Lot 317 Miss N Gross-Parsons  
Lot 320 Mr S Wagner  
Lot 418 Hashasset Pty Ltd  
Lot 606 Palazzo Enterprises Pty Ltd  
Lot 607 Palazzo Enterprises Pty Ltd  
Lot 709 H J & G W Glasson  
Lot 810 Mr M G Losasso  
Lot 818 Mr S Wagner  
Lot 819 Mr S Wagner  
Lot 908 Gramax Superannuation Fund  
Lot 910 Gramax Family Trust  
Lot 914 Design Alley Pty Ltd ACN 155 996 311  
Lot 1001 Community Bridging Services (CBS) Incorporated  
Lot 1006 Community Bridging Services (CBS) Incorporated  
Lot 1102 Mr D F Hutchens

**By Proxy**

Lot 1 Mr C, Ms C & Ms A Apostolides represented by proxy to Whittles  
Lot 107 Mr R D Villari & Ms E S Faura represented by proxy to Whittles  
Lot 115 Ms S K H Cheong represented by proxy to Paul Harvey  
Lot 116 Simounds Developments Pty Ltd represented by proxy to Whittles  
Lot 117 Arwen Investments Pty Ltd represented by proxy to Whittles  
Lot 204 Mr G D Ambrosino represented by proxy to Paul Harvey  
Lot 208 T T T Nguyen & T Q Au represented by proxy to Paul Harvey  
Lot 211 G & C Fusco represented by proxy to Paul Harvey  
Lot 220 The Casa Executives Superannuation Fund represented by proxy to Whittles  
Lot 303 Mr A E Wee represented by proxy to Paul Harvey  
Lot 304 Sandel Investments Pty Ltd represented by proxy to Paul Harvey  
Lot 309 Mr M P Clarke represented by proxy to Paul Harvey

This is a copy of the Resolution referred to in the attached Application.



.....  
MASSIMO FRANCHITTO, Presiding Officer



- Lot 318 Mr R J & Mrs J L Pomeroy represented by proxy to Paul Harvey  
Lot 319 V D Bui, T B Uong & H K Bui represented by proxy to Paul Harvey  
Lot 407 Mr B Burman represented by proxy to Stefan Wagner  
Lot 408 BB Civil Consulting Pty Ltd represented by proxy to Stefan Wagner  
Lot 415 JRW Super Fund represented by proxy to Whittles  
Lot 421 Ms J Wang represented by proxy to Paul Harvey  
Lot 503 Ms L McCormack & Ms B McCormack represented by proxy to Paul Harvey  
Lot 505 PL Della Porta Pty Ltd (ACN 141 828 051) represented by proxy to Max Franchitto  
Lot 506 MG Research Pty Ltd represented by proxy to Paul Harvey  
Lot 510 L Liu represented by proxy to Whittles  
Lot 511 S H Nah represented by proxy to Paul Harvey  
Lot 515 Ms D Shorne represented by proxy to Whittles  
Lot 516 Mr S Allan-Walter-Wilson represented by proxy to Paul Harvey  
Lot 604 L Dierickx represented by proxy to Paul Harvey  
Lot 605 Mr P R & Mrs G I Petrova represented by proxy to Whittles  
Lot 609 Arwen Investments Pty Ltd represented by proxy to Whittles  
Lot 615 Roblaine Nominees Pty Ltd represented by proxy to Des Hutchens  
Lot 704 Mr I & Mrs G Colig represented by proxy to Whittles  
Lot 705 Mr I & Mrs G Colig represented by proxy to Whittles  
Lot 713 RLN Holdings Pty Ltd represented by proxy to Whittles  
Lot 802 Mr G A Puckridge represented by proxy to Mr B Burman or Whittles  
Lot 806 Mr J L Hicks represented by proxy to Whittles  
Lot 807 Mr J L Hicks represented by proxy to Whittles  
Lot 809 Canning Highway Pty Ltd represented by proxy to Paul Harvey  
Lot 814 147 Pirie Street Nominees Pty Ltd represented by proxy to Paul Harvey  
Lot 817 Mr M H & Mrs K M Linke represented by proxy to Paul Harvey  
Lot 909 BLP Nominees Pty Ltd represented by proxy to Max Franchitto  
Lot 917 Mr B J Burman represented by proxy to Stefan Wagner  
Lot 1002 Thrushcross Pty Ltd represented by proxy to Whittles  
Lot 1101 Buckrum Pty Ltd represented by proxy to Whittles  
Lot 1203 LTCJ Pty Ltd ACN 163 307 275 represented by proxy to Paul Harvey  
Lot 1205 Local Government Finance Authority of South Australia represented by proxy to Paul Harvey  
Lot 1206 Local Government Finance Authority of South Australia represented by proxy to Paul Harvey

**In Attendance**

David Chapman representing Whittles Body Corporate Management Pty Ltd

**Apologies**

Bruce Burman

## **PROCEEDINGS**

### **PRESIDING OFFICER**

The Presiding Officer, Mr M Franchitto, presided over the meeting.

It was resolved that the Corporation Manager was to assist by conducting the meeting.

### **Quorum**

The Corporation Manager declared that, in accordance with the adjourned meeting provisions of the Community Titles Act 1996, a quorum was in attendance.

The Corporation also agreed that whilst the unaudited financials had been previously provided that the audited financials had only been released this morning with one change, that the Corporation AGM should proceed.

The Manager also advised that any members who were unfinancial were not allowed to vote during the meeting. However there was no restriction in regards to being appointed onto the Committee.

### **Declaration of Interest**

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

### **1. Acceptance of Minutes**

It was resolved that in accordance with the provisions of Section 81(4)(b) of the Community Titles Act 1996, the minutes of the last Reconvened Annual General Meeting held on 30/11/16 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

### **2. Correspondence**

The Corporation's correspondence for the previous twelve months was made available for review at the Annual General Meeting.

### **3. Acceptance of Statement of Accounts**

It was resolved that in accordance with the provisions of Section 81(5) (d) of the Community Titles Act 1996 (amended), the unaudited Statement of Accounts for the financial year ended from September 2016 to August 2017 which have been circulated to all members, is accepted. An audited statement will be available at the Annual General Meeting.

There was discussion on some of the descriptors and agreed to have a stand alone figure for the building managers salary and also the funds from keys and fobs to be more clearly recorded.

As per general business a report on the Embedded Network will be done by the Committee in due course and referred to all owners for information.

#### **4. Appointment of Manager**

It was resolved that the Corporation decide under Section 76(9) of the Community Titles Act 1996 to:

- 4.1 appoint Whittles Management Services Pty Ltd as its Manager to supply Services
- 4.2 make the appointment for a Term of twelve(12) months, being from the September 2017 to August 2018 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,
- 4.3 authorise limited powers to Whittles Management Services Pty Ltd
- 4.4 agree to pay Service Fees to Whittles Management Services Pty Ltd,
- 4.5 acknowledge the Disclosures by Whittles Management Services Pty Ltd, and
- 4.6 execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at [whittles.com.au](http://whittles.com.au) using your owner login.

#### **5. Management Committee Size**

It was resolved that the total number of positions on the Aurora on Pirie Management Committee be six.

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

It was resolved that in accordance with Section 76(1) & 90 (1) of the Community Titles Act 1996, that the meeting appoint Office Bearers and Committee Members.

Presiding Officer	Mr M Franchitto	Lot 908, 910
Secretary	Mr M Cecere Palazzo	Lot 606, 607
Treasurer	Mr B Burman	Lot 407, 917
Member	Miss N Gross-Parsons	Lot 317
Member	Mr M Losasso	Lot 810
Member	Mr S Wagner	Lot 320, 818, 819

It was also agreed to provide at the next AGM a table of attendance for the years meetings.

#### **Limitations Imposed**

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

Committee Meetings should be conducted in accordance with Sections 91 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 included with the Corporation's records.

#### **7. Honorarium Payments:**

There was discussion raised by Mr Brincat that he felt that the honorarium was supposed to be for reimbursement of reasonable meeting expenses and that the proposed was too much, when many boards he was aware of, members did this with no honorarium. And that payment of the Presiding Officer could lead to confusion about the potential employee definition. Mr Franchitto noted a report of many boards providing an honorarium.

Motion: That an honorarium of \$3600 p.a. be provided to the Presiding Officer and that the payment of this honorarium would be reviewed at each AGM.

**Motion Passed by Majority**

**8. Current Insurance Details**

The Corporation's current policy details are as follows:

Underwriter	Chubb Insurance Australia Limited	
Broker	MGA Insurance Brokers	
Policy Number	93212071	
Expiry Date	07/08/2018	
Building / Common Property Cover	\$72,811,506	Excess \$1,000 each & every claim
Legal Liability	\$20,000,000	Excess
Office Bearer's Liability	\$1,000,000	
Catastrophe Cover	Held	
Flood Cover	Not Held	
Machinery Breakdown	\$100,000 each occurrence Excess \$1,000 each & every claim	

**9. Insurance Valuation**

A comprehensive professional valuation for insurance purposes was performed in January 2014.

**10. Insurance Renewal**

It was resolved that the Corporation Manager is to arrange renewal of the Corporations insurance for a sum insured of \$72,811,506 with the Authorised Representative of MGA Insurance Brokers Pty Ltd. 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 will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the corporation.

**Contents Insurance**

The Corporation Manager advises members of the necessity for them to arrange individually for adequate insurance for the 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 Corporation'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.

Owners were encouraged to insure for their air conditioners as well.

**11. General Business : Motion 1 : Meetings**

It was resolved that all general meetings, Annual General Meetings and Extra Ordinary Meeting for owners are held after hours giving owners increased opportunity to attend i.e. post 5.00 pm.

**12. General Business : Motion 2 : Building Managers Office**

There was discussion on the process the Committee went through in regards to this matter and that this was in breach of the by-laws. Members of the Committee explained they were acting in good faith, whilst others also felt that by broadening the decision making process as per the by-laws would have been a more appropriate process. Which all members agreed with.

Motion: That the Corporation provides retrospective approval of the construction of the Building Managers office that impacts significantly on all owners and tenants.

**Motion Passed by Majority**

**13. General Business : Motion 3 : Sky Deck Area Levies**

There was discussion on the \$250 charge being applied to external parties using the sky deck.

Motion: That the Corporation drop the special levy introduced by the current Presiding Officer for use of any of the Sky Deck open areas for functions in the Sky Deck function centre as the tenant/operator of the function centre pay outgoings (averaging over \$5000 per annum for last three years) and provides for free arguably the best PR for the building and its value through professionally organised/catered functions.

**Motion Passed by Majority**

It was noted that the refundable deposit still remains for all bookings.

**14. General Business : Motion 4 : Signage Lot (Unanimous Resolution)**

The issue was the proposal to modify the signage lot (being Lot 2001) as per the tabled plan, to remove the signage lot from the Northern and Eastern facade areas and to replace it with a new signage lot area on the North Face on the Lift Motor Room, with costs for altering the plan to be shared with Lot 2001 and the Corporation.

**AMENDMENT TO COMMUNITY PLAN and SCHEME DESCRIPTION**

**Motion:**

**That Community Corporation No. 25624 Inc. resolves by unanimous resolution as required by Section 52 of the Community Titles Act, 1996 to amend Community Plan No. 25624 in accordance with the plan attached hereto, subject to any approvals or conditions imposed by any relevant planning authority.**

**That Community Corporation No. 25624 Inc. resolves by unanimous resolution as required by Section 21 of the Community Titles Act, 1996 to amend the Scheme Description by amending the Scheme Description that is currently deposited with the Community Plan as follows:**

**The definition of "Signage Area" is amended to read "means Community Lot 2202 in Community Plan No. 27067;**

**Paragraph 8.7 is amended to read as follows:**

**"8.7 Signage Area**

**8.7.1 The owner from time to time of that portion of the Community Parcel comprising the Signage Area shall:**

**8.7.1.1 have the exclusive name rights to the building constructed on the Community Parcel, including any financial benefits derived from such, without fee, cost or compensation due or payable to the Corporation (other than any valid Corporation levies payable by the owner of the Lot which comprises the Signage Area) or any other owner of a Lot;**

**8.7.1.2 be entitled to place signage, advertising, branding or the like on the Signage Area in view of the general public without the need to obtain the consent of the Corporation;**

**8.7.1.3 undertake work on the Signage Area when placing such signage, advertising, branding or the like on the Signage Area, including accessing the Common Property to undertake such work, without the need to obtain the consent of the Corporation; and**

**8.7.1.4 obtain at its own cost all necessary statutory approvals to place any such signage, advertising, branding or the like on the Signage Area.**

AMENDMENT TO COMMUNITY PLAN and SCHEME DESCRIPTION con't

**8.7.2 The owner from time to time of that portion of the Community parcel which does not comprise the Signage Area (i.e. function rooms and kitchen) may offer to the public use of the said function rooms and kitchen on such terms as the owner sees fit."**

**That the Presiding Officer and Secretary be authorised to execute all and any documents as may be required to deposit the amended Community Plan and Scheme Description in the Lands Titles Office.**

**That all costs associated with the amendment to the Community Plan and the Scheme Description including surveyor's costs, conveyancer's costs, stamp duty, consent fees and Lands Titles Office registration fees will be met in all things by the Community Corporation and also the owner of lot 2202 in CP 27067**

**Motion Carried Unanimously**

**15. General Business : Motion 5 : Lot 116/117 Scheme Description Amendment (Unanimous Reso**

The existing Scheme Description also makes several references to the operation of a Business Centre on possible Childcare Facility on Lot 117, both of which lots are on level one of the building.

As the actual and potential uses of Lots 116 and 117 has changed since the Scheme Description was origin: the Corporation is of the view that the Scheme Description should also be amended at this time to more acc the uses prescribed for Lots 116 and 117. The required amendment to the Scheme Description is set out in resolution.

It was noted that if this motion failed that in the short term the Corporation itself was in breach of the by owners agreed to continue with the current tenant until the expiry of the head lease at which stage the Corp released from its obligations to Suite 116.

Motion:

***That Community Corporation No. 25624 Inc. resolves by unanimous resolution as required by Sec Community Titles Act, 1996 to amend the Scheme Description by amending the Scheme Description th deposited with the Community Plan as follows:***

***The definition of "Business Centre Lot" is amended to read "means Lot 116 in the Community Plan;"  
The definition of "Signage Area" is amended to read "means Community Lot 2202 in Community Plan  
Paragraph 3.3 is amended to read "Subject to paragraphs 3.4 and 8.3 of this Scheme Description, C  
116 may be used as a Business Centre." Paragraph 3.4 is amended to read "Subject to paragraph 8.3 o  
Description,***

***Community Lot 117 may be used as a Childcare Facility (subject to all necessary statutory approvals), l  
necessary statutory approvals to operate a Childcare facility from Community Lot 117 cannot be obtaine  
may be used for commercial purposes, including but not limited to use as a possible Business Centre." i  
is to be deleted.***

***Paragraph 8.3.1 is to be amended to read "The Business Centre Lot may be used as a Business Cen  
8.3.2 is amended to read "The Childcare Facility Lot may be used as a Childcare Facility (subject to  
statutory approvals), but if all of the necessary statutory approvals to operate a Childcare Facility from  
Facility Lot cannot be obtained, then it may be used for commercial purposes, including but not limit  
possible Business Centre."***

***That the Presiding Officer and Secretary be authorised to execute all and any documents as may l  
deposit the amended Scheme Description in the Lands Titles Office.***

***That all costs associated with the amendment to the Scheme Description, including conveyancer's cost  
and Lands Titles Office registration fees will be met in all things by the Owner.***

**Motion Failed (and as required by legislation we note the following NO - 1102 / ABSTAIN - 1, 510.**

**16. General Business : Motion 6 : Rental Agreement/Skydeck Rooms**

That the Corporation agrees to enter into negotiations for a potential rental agreement with the owner of the Skydeck Rooms to provide all occupants with a not for profit rate for function room hire. Any residual financial gain will be returned to the Corporation Sinking Fund.

Upon any agreement, this would be referred to owners for approval.

**Motion Passes by Majority**

**17. General Business**

**17.1 Financial review of Concierge change**

It was noted that CBS had declined to tender on the revised Concierge scope. It was noted that the new service provider was costing an additional \$933 per month exc GST.

**17.2 Corporation benchmarking of relevant outgoings with other similar grade office accommodation**

There was discussion on the previously provided Savills report and that many buildings had independent and specific variables that comparisons were difficult.

**17.3 Energy On review**

As discussed previously it was agreed for the Committee to formalise a review of the project costs and incomes etc

**18. Administrative Fund Budget**

It was resolved that in accordance with Section 81(5)(d) (iii) of the Community Titles Act 1996, the attached Administrative Fund budget be approved and adopted.

This budget has the same quarterly contribution as the previous budget with contributions of \$180,289 inc GST per quarter for the financial year ending August 2018.

Contributions will be raised in accordance with Lot Entitlement Values.

**19. Sinking Fund Budget**

It was resolved that in accordance with Section 116 of the Community Titles Act 1996, the attached Sinking Fund budget be approved and adopted.

This budget has the same quarterly contribution as the previous budget with contributions of \$23,089 inc GST per quarter for the financial year ending August 2018.

Contributions will be raised in accordance with Lot Entitlement Values.

**20. Special Levy Authority**

It was resolved that should there be insufficient funds to meet the payment for renewal of the insurance and/or where a shortfall of funds occurs, the funds required to meet such a shortfall be acquired by levy raised at the instigation of the Corporation Manager following consultation with the Management Committee and be raised in accordance with Lot Entitlement Values.

**21. Audit of Annual Financial Statement**

It was resolved that in accordance with Part 13, Division 2 of the Community Titles Act 1996, the Corporation is obligated to carry out an independent audit of the Corporation's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$1,900.

**22. Interest Charged on Overdue Contributions/Levies**

It was resolved that in accordance with the provisions of Section 114 (4) of the Community Titles Act 1996, the Corporation 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 Presiding Office and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

**23. Recovery of Overdue Contributions/Levies**

It was resolved that in accordance with Section 27(5) of the Strata Titles Act 1988, 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 Corporation 25624 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 (30 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.

The recovery process is as follow :

- Owners are sent the contribution notice approx 3-4 weeks before the due date.
- Once approx 14 days overdue, owners are sent a reminder notice,
- Once 30 days or more overdue, a Final Notice Fee of \$22, including a warning to pay in full within 21 days is sent
- Interest will now also start accumulating.
- Once the 21 days has expired (now approx 7 weeks overdue) , the account will be referred to debt collection, which will incur an admin fee from Whittles and an establishment fee from the debt collection agency.
- Once established a monthly fee of \$33 will be charged by the debt collection agency until the account is finalised. - To track this process the communication will be in writing. Owners will not be contacted by phone by Whittles.

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

**24. Term Deposit (Ordinary Resolution)**

It was resolved that the Corporation agrees to deposit excess Corporation funds into a NAB Term Deposit for a period to be advised by the Presiding Officer. Upon expiry the Manager will seek the instructions of the Presiding Officer regarding renewal, and if no instructions are received in time, the deposit will be renewed for the same period as previously requested.

**25. Email Correspondence**

With the ever increasing costs of mail, stationery and postage, and the increased delays in mail being delivered under the new Australia Post systems, it is expected that mail is becoming a less and less preferred and more costly method of communication. To enhance the ability of the Corporation to communicate with you quickly and more cost effective, it is suggested that owners select to receive all communication via email (this includes correspondence and contribution notices)



**NEXT ANNUAL GENERAL MEETING**

There was general agreement that next year's meeting should be held in the Skydeck Function Room on a date to be confirmed in 2018.

**CLOSURE**

The meeting closed.

**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 (leaving out the slash)
- 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 and will assist in reducing printing and postage costs for your Corporation.**