CONTRACT OF SALE

&

VENDOR STATEMENT

TO THE PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the ACT")

PROPERTY:

402/394-398 MIDDLEBOROUGH ROAD, BLACKBURN VIC 3130

Blue Gem Conveyancing

36 Russell Crescent
Mount Waverley, VIC 3149
Mob: 0452 391 871
info@bluegemconveyancing.com.au
www.bluegemconveyancing.com.au

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962* (Vic))

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962* (Vic))

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual

Signature of individual

State nature of authority, if applicable: ....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual

Signature of individual

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

EXECUTED by THERE'S A WAY PTY LTD 603 212 479

in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

Jacqui Barics (FKA : Jacqui Wills)

Name of director

Signature of director

Name of director/secretary

Signature of director/secretary

The **DAY OF SALE** is the date by which both parties have signed this contract.4

Particulars of Sale

Vendor's estate agent

Name: OBrien Real Estate

Address: 98 South Parade Blackburn Vic 3130

Email: michael.szitarity@obrienrealestate.com

Tel: Mob: 0419 133 819 Ref: Michael Szitarity

Vendor

Name: THERE'S A WAY PTY LTD 603 212 479

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: BLUE GEM Conveyancing

Address: 36 Russell Crescent, Mount Waverley VIC 3149

Email: neha@bluegemconveyancing.com.au

Tel: 0452 391 871 Mob: Ref: BGC5305

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11582	Folio	582	402	PS 710947A

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 402/394-398 Middleborough Road, Blackburn VIC 3130

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

Fixtures and fittings of permanent nature

Payment

Price $ .....

Deposit $ ..... By (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 (Vic) if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered.
- the parties initial each page containing special conditions.
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (e.g., 4a, 4b, 4c, etc.)

1. IDENTITY OF LAND

1.1 Without limiting the generality of general condition 3, the Purchaser admits, agrees and accepts that:

a) any boundary fence or wall is correctly located on the title boundary of the Land; and
b) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

1.2 The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title) in respect of any matters referred to in special condition 3.1.

2. PRIOR REPRESENTATIONS AND CONDITION OF LAND

2.1 The Purchaser acknowledges that except as is contained in this Contract and the Vendor's Statement (and as is prescribed by the Law), there are no other conditions, warranties or other terms affecting or relating to the sale of the Land. To the extent permitted by Law, the Purchaser shall not be entitled in any way to rely on (or make any Claims against the Vendor in connection with) any information, representation or warranty made or claimed to have been made by the Vendor or on the Vendor's behalf (including but not limited to by the Vendor's estate agent or solicitor) including but not limited to in relation to compliance with any Laws affecting the Land or the compliance of any improvements on the Land with any Building Law.

2.2 It is further acknowledged by the Purchaser that:

a) they buy the Land subject to:
   i. Any Laws affecting the Land;
   ii. any restriction or condition affecting or imposed on the Land and its use and development (including as imposed under any planning permit, approval or agreement or planning controls),
b) any improvements on the Land may be subject to or require compliance with the Building Law and any failure to comply with any one or more of those laws shall not constitute and shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection, claim any compensation or refuse or delay payment of the Price or any part thereof on any such ground; and
c) except as is required by law and/or is otherwise stated hereunder, the Vendor gives no warranty as to the state of repair and condition or suitability of the Land or of the Goods any of the fittings and fixtures thereon and the Purchaser purchases the Land and the Goods subject to all faults and defects (both latent or patent) and in its present state of repair or condition.

2.3 The Purchaser acknowledges and agrees that the Land is sold and the Purchaser takes title subject to any easements (both express or implied) affecting the land by virtue of the provisions of the Sale of Land Act 1962 (Victoria) Act (the "Act") and subject to all statutory planning controls and the restrictions on the use of the Land thereby imposed by all competent authorities, including without limiting the generality of the foregoing, the Land is sold subject to any controls and restrictions imposed by any other town planning Acts or schemes (including the terms of any planning permit

issued in relation to the Land and the Plan of Subdivision and/or the terms of any Section 173 Agreement (including but not limited to as entered after the date of this Contract). The Purchaser shall not make any requisition, objection or claim for compensation concerning any such easements controls and restrictions (including the terms of such planning permit and/or any Section 173 Agreement) upon the Land sold.

3. SERVICES

To the extent permitted by law, the Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action, in relation to:

a) the nature, location, availability or non-availability of any services;
b) any defects in any services;
c) there being or not being an easement or other right in respect of any services;
d) any service being a joint service with any other land or building;
e) any service for any other land or building passing through or over the Land;
f) any service installed in, on or under the Land not having been approved by an authority; or
g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the land.

4. PLANNING SCHEMES

The Purchaser purchases the Property subject to the provisions of the Planning and Environment Act 1987 (Vic), the applicable planning scheme in force from time to time, and any other applicable Acts, regulations, planning controls, restrictions, permits, overlays or requirements affecting the Property.

5. NO REPRESENTATIONS

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except as are made conditions of this contract.

6. DWELLING

The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

7. GUARANTEE

If a company purchases the property:

a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

8. DELAYED SETTLEMENT

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension to the Due Date, the Purchaser must pay the Vendor’s representative $350.00 + GST at the at the settlement for each request.

9. ADJUSTMENTS

Statement of Adjustments and all relevant and current certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement otherwise the purchaser will be in default of the contract and will be required to pay $330 to vendor's conveyancer.

10. NOMINATION

Should the Purchaser do a nomination, the Nominee will pay the Vendor Conveyancer's costs in the sum of $200.00 + GST.

11. VARIATION/DELETION OF OTHER GENERAL CONDITIONS

11.1 General conditions 6.6 does not apply.

11.2 A new General Condition 14.12 is added to this contract as follows: "Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title."

11.3 General Condition 31.3 is amended to remove the words "but may claim compensation from the vendor after settlement." General conditions 12, 31.4 – 31.6 are deleted.

11.4 A new general condition 20.4 is added "If the purchaser rescinds the contract based on finance clause, then they need to provide satisfactory evidence from financial institution. Any evidence from mortgage broker will not be deemed as sufficient evidence."

11.5 General conditions 24.8, 25.3 are deleted.

12. PRECEDENCE OF SPECIAL CONDITIONS

The Special Conditions shall take precedence over and prevail to the extent of any inconsistency with any other term or condition of this Contract, including Part 1 of the form of contract, the Particulars of Sale, the General Conditions and Vendor's Statement.

13. SOLAR PANELS (if applicable)

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

14. POOL COMPLIANCE (if applicable)

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

a) Register the pool or spa with the local council if the vendor has not already done so.
b) Arrange a private inspection and obtain a report at his cost;
c) Comply with all the requirements of the report;
d) Arrange any further inspections at his cost; and
e) Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

15. AUCTION

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

ANNEXURE "A"

GUARANTEE AND INDEMNITY

THIS DEED OF GUARANTEE AND INDEMNITY ("Guarantee") is made the Date of Guarantee and Indemnity detailed in the Schedule hereto

BY: The Guarantors detailed in the Schedule hereto (hereinafter referred to as "the Guarantor")

IN CONSIDERATION of the Vendor detailed in the Schedule hereto (the "Vendor") at our request having agreed to enter into the Contract detailed in in the Schedule hereto with the Purchaser detailed in the Schedule hereto for the sale of the Property detailed in the Schedule hereto and for the Price and upon the conditions specified in the within Contract, we the Guarantor on behalf of ourselves and our respective executors and administrators HEREBY jointly and severally agree to GUARANTEE AND INDEMNIFY the Vendor as follows:

1. the Guarantor GUARANTEES to the Vendor that the Purchaser will perform all of the obligations of the Purchaser under the Contract, including payment of the Purchase Price ("Price"), interest and all other monies;

2. the Guarantor shall pay to the Vendor on demand by the Vendor all monies payable pursuant to the Contract which are not paid by the Purchaser pursuant to the Contract whether demand for the same has been made by the Vendor on the Purchaser or not;

3. the Guarantor shall observe and perform on demand by the Vendor all of the covenants conditions obligations and liabilities binding the Purchaser which the Purchaser does not comply whether demand for such observance or performance has been made by the Vendor on the Purchaser or not;

4. the Guarantor INDEMNIFIES and agree to keep indemnified the Vendor against all loss of Purchase Price ("Price") or purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser under the Contract (including but not limited to, the Purchaser having exceeded the powers of the Purchaser or being incompetent to enter into the Contract or going into liquidation);

5. the Guarantor ACKNOWLEDGES AND AGREES that this Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released or affected by any neglect or indulgence shown or any extension granted by the Vendor in enforcing the Contract, nor by any alteration made by the Vendor and the Purchaser (in the terms and conditions of the Contract), nor by any part payment or part performance under the Contract, nor by reason of the Vendor assigning its rights under the Contract, or by any other thing which under the law relating to sureties which would but for this provision have the effect of releasing the Guarantor.

6. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor pursuant to this Guarantee shall be deemed to be duly made if the same be in writing and executed by the Vendor or by the Solicitor of the Vendor or by any person duly authorised by the Vendor to make such demand on his behalf and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at his address hereinbefore specified or be delivered personally to the Guarantor.

7. Without limiting any other term or condition of this Deed, a judgment entered by the Vendor against the Purchaser is conclusive evidence of an amount owing by a Guarantor under this guarantee and indemnity and in the case of such judgment having been entered against the Purchaser, then the Vendor in any proceedings issued against a Guarantor, does not have to prove the amounts owing under this guarantee and indemnity and is entitled to rely (without having to prove the same) on the judgment sum made against the Purchaser.

SCHEDULE

Date of Guarantee and Indemnity: ……

Guarantor:

…… of ……

…… of ……

Vendor: THERE'S A WAY PTY LTD

Purchaser: ……

Contract: made between the Vendor and Purchaser dated ……

Property: 402/394-398 Middleborough Road, Blackburn VIC 3130

EXECUTED AS A DEED:

SIGNED SEALED AND DELIVERED)
by the said _____)
in the presence of:) ……

……
Witness sign
Print Name:
Print Address:

SIGNED SEALED AND DELIVERED)
by the said _____)
in the presence of:) ……

……
Witness sign
Print Name:
Print Address:

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	**402/394-398 MIDDLEBOROUGH ROAD, BLACKBURN VIC 3130**

Vendor's name	**THERE'S A WAY PTY LTD 603 212 479**	**Date** / /
Vendor's signature	_____	

Purchaser's name		**Date** / /
Purchaser's signature	_____	
Purchaser's name		**Date** / /
Purchaser's signature	_____	

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) ☒ Their total does not exceed: $8,000.00

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 125.3 Apartment-(Subdivided Multi Storey Development)
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.1 **Road Access**

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.2 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.3 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11582 FOLIO 582

Security no : 124138777870S
Produced 21/09/2026 10:34 AM

LAND DESCRIPTION

Lot 402 on Plan of Subdivision 710947A.
PARENT TITLE Volume 07803 Folio 079
Created by instrument PS710947A 08/07/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THERE'S A WAY PTY LTD of 51 WARATAH AVENUE TULLAMARINE VIC 3043
AM160668R 07/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM160669P 07/09/2015
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS710947A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: APARTMENT 402 394-398 MIDDLEBOROUGH ROAD BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS710947A
OWNERS CORPORATION 2 PLAN NO. PS710947A

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DOCUMENT END

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Document Identification	**PS710947A**
Number of Pages (excluding this cover sheet)	**12**
Document Assembled	**21/09/2026 10:34**

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PLAN OF SUBDIVISION

LV USE ONLY
EDITION 1

PLAN NUMBER
PS 710947A

LOCATION OF LAND

Parish: NUNAWADING

Township: -

Section: -

Crown Allotment: -

Crown Portion: 85 (PART)

Title Reference: VOL 7803 FOL 079

Last Plan Reference: LOT 2 ON LP 22165

Postal Address: 394 - 398 MIDDLEBOROUGH ROAD,
(at time of subdivision) BLACKBURN 3130

MGA94 Co-ordinates: E 336 170 Zone: 55
(of approx. centre of land in plan) N 5 812 485

Council Name: CITY OF WHITEHORSE

VESTING OF ROADS AND / OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NOTATIONS

THIS IS A SPEAR PLAN.

Depth Limitation: DOES NOT APPLY

Staging: This is not a staged subdivision.
Planning Permit No. WH/2014/302

OWNERS CORPORATION NOTATION

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.

Survey: This plan is based on survey.

This survey has been connected to permanent marks no(s)

In proclaimed Survey Area No. -

NOTATIONS

Lots 5 - 100, 117 - 200, 217 - 300 and 311 - 400 have been omitted from this plan.

Boundaries shown by continuous thick lines are defined by buildings.

Location of boundaries defined by buildings.

Interior Face: ALL BOUNDARIES

Thick broken lines define projection of boundaries.

CP1: DENOTES COMMON PROPERTY No.1

CP2: DENOTES COMMON PROPERTY No.2

ALL COLUMNS, BEAMS & DUCTS ARE CONTAINED WITHIN COMMON PROPERTY No.1 AND ARE NOT NECESSARILY SHOWN ON THIS PLAN.

THE COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS 1 - 4, 101 - 116, 201 - 216, 301 - 310, 401 - 410, COMMON PROPERTY No.2 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	CARRIAGEWAY	6.10	C/E B202453	CITY OF NUNAWADING

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.
A.C.N. 067 949 615
Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Fax (03) 5996 6119
Email: mail@nnhsurveyors.net.au

LICENSED SURVEYOR: STANLEY G. JEFFREYS
DIGITALLY SIGNED

REF: 2255

DWG No. 2255S VER 07 15/12/2014

Sheet 1 of 11 Sheets
Original sheet size A3

PLAN REGISTERED
TIME: 10:48 am
DATE: 08 / 07 / 2015
R. W. Grimwood
Assistant Registrar of Titles

Signed by: Stanley George Jeffreys (Nilsson, Noel & Holmes (Surveyors) Pty Ltd) Surveyor's Plan Version (07) SPEAR Ref: S050075J 18/12/2014

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 710947A

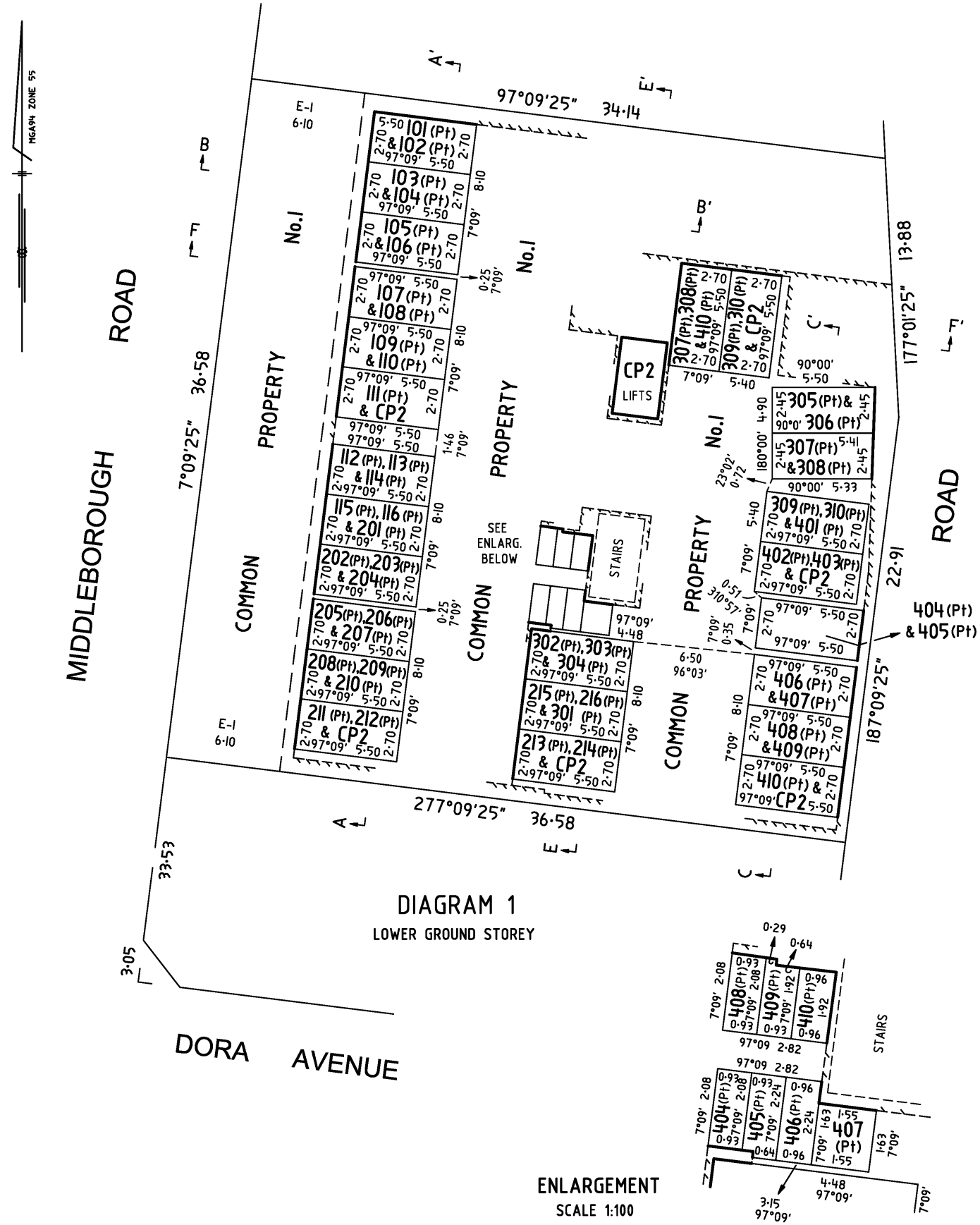


DIAGRAM 1
LOWER GROUND STOREY

ENLARGEMENT
SCALE 1:100

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SHEET 2
Original sheet size A3

ORIGINAL SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

CITY OF WHITEHORSE

DWG No. 2255S VER 07 15/12/2014

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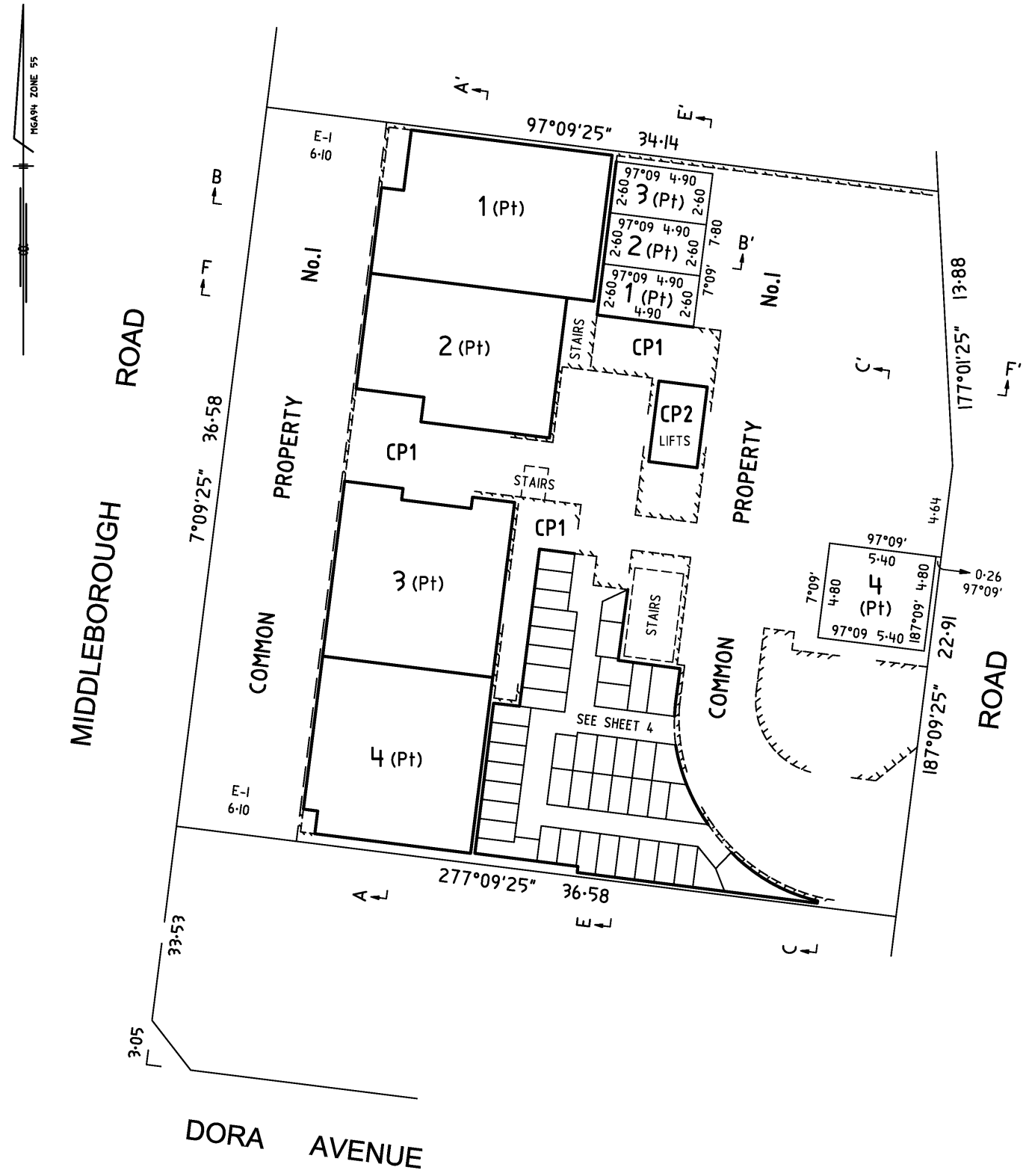


DIAGRAM 2

GROUND STOREY & GROUND LEVEL

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SHEET 3
Original sheet size A3

ORIGINAL SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

CITY OF WHITEHORSE

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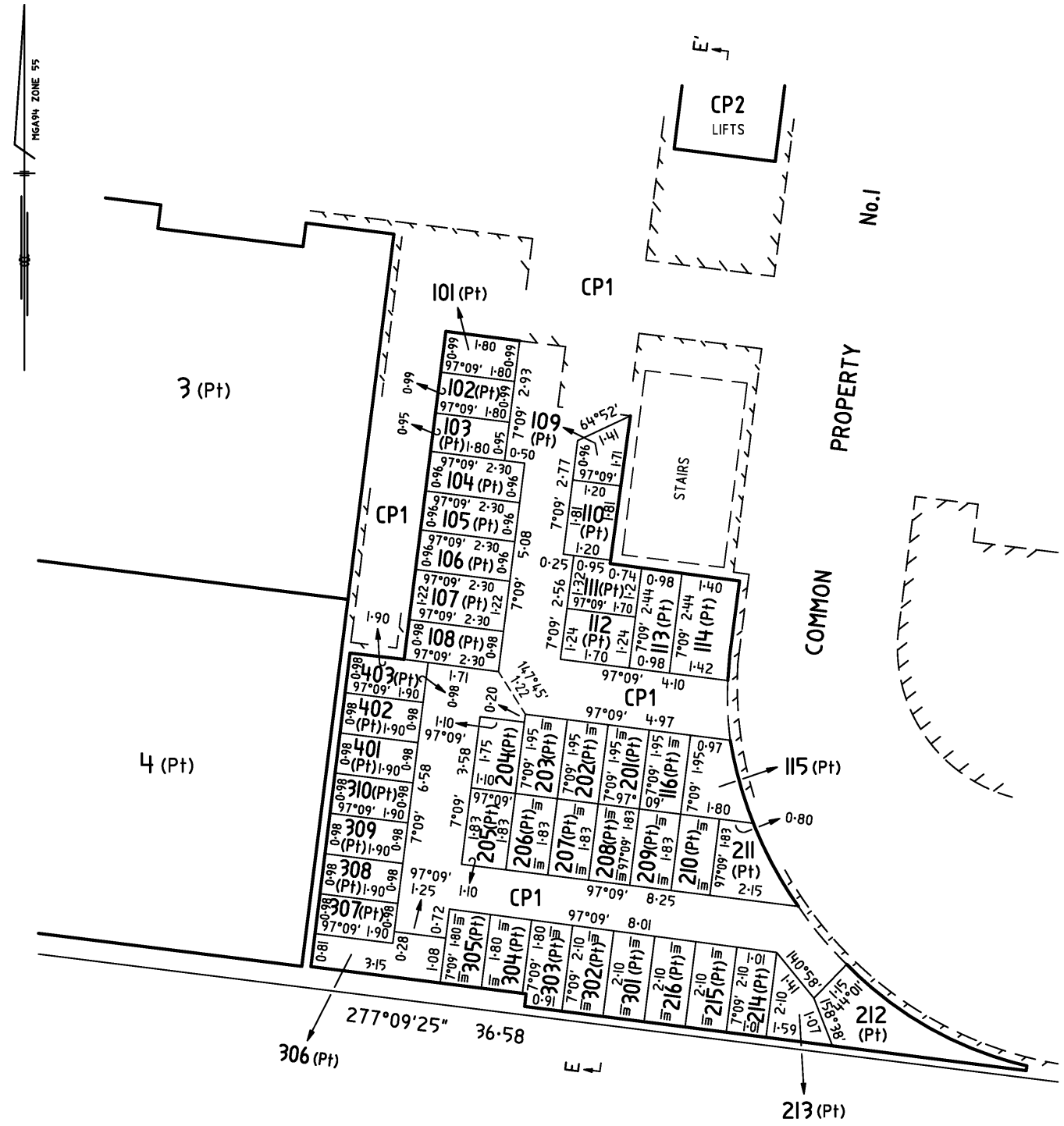


DIAGRAM 2

GROUND STOREY & GROUND LEVEL

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SHEET 4
Original sheet size A3

ORIGINAL SCALE
1:100

0 1 2 3 4
LENGTHS ARE IN METRES

CITY OF WHITEHORSE

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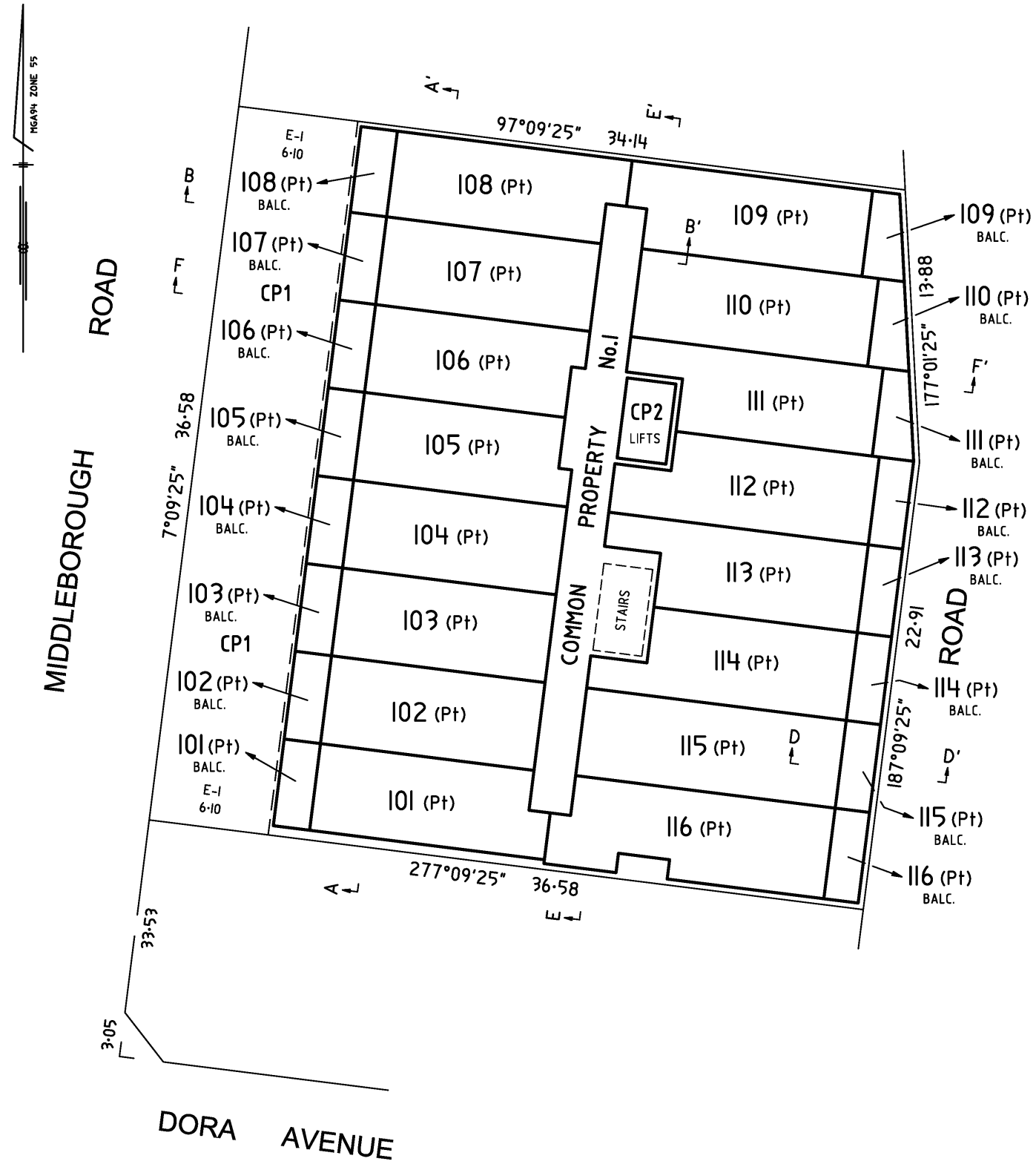


DIAGRAM 3

FIRST STOREY

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SHEET 5
Original sheet size A3

ORIGINAL SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

CITY OF WHITEHORSE

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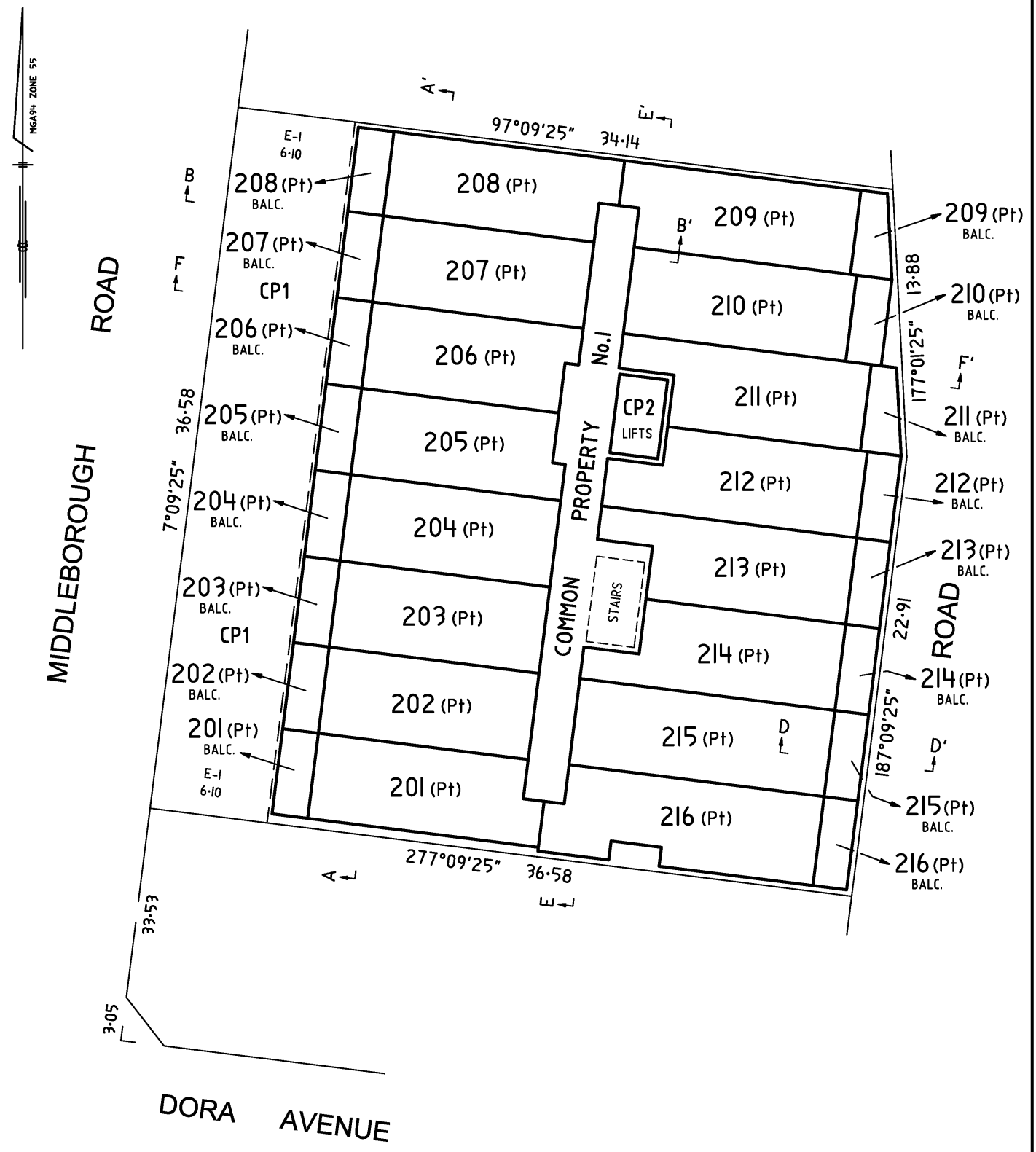


DIAGRAM 4

SECOND STOREY

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Email: mail@nnhsurveyors.net.au

LICENSED SURVEYOR: STANLEY G. JEFFREYS
DIGITALLY SIGNED

SHEET 6
Original sheet size A3

ORIGINAL SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

CITY OF WHITEHORSE

DWG No. 2255S VER 07 15/12/2014

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PLAN NUMBER
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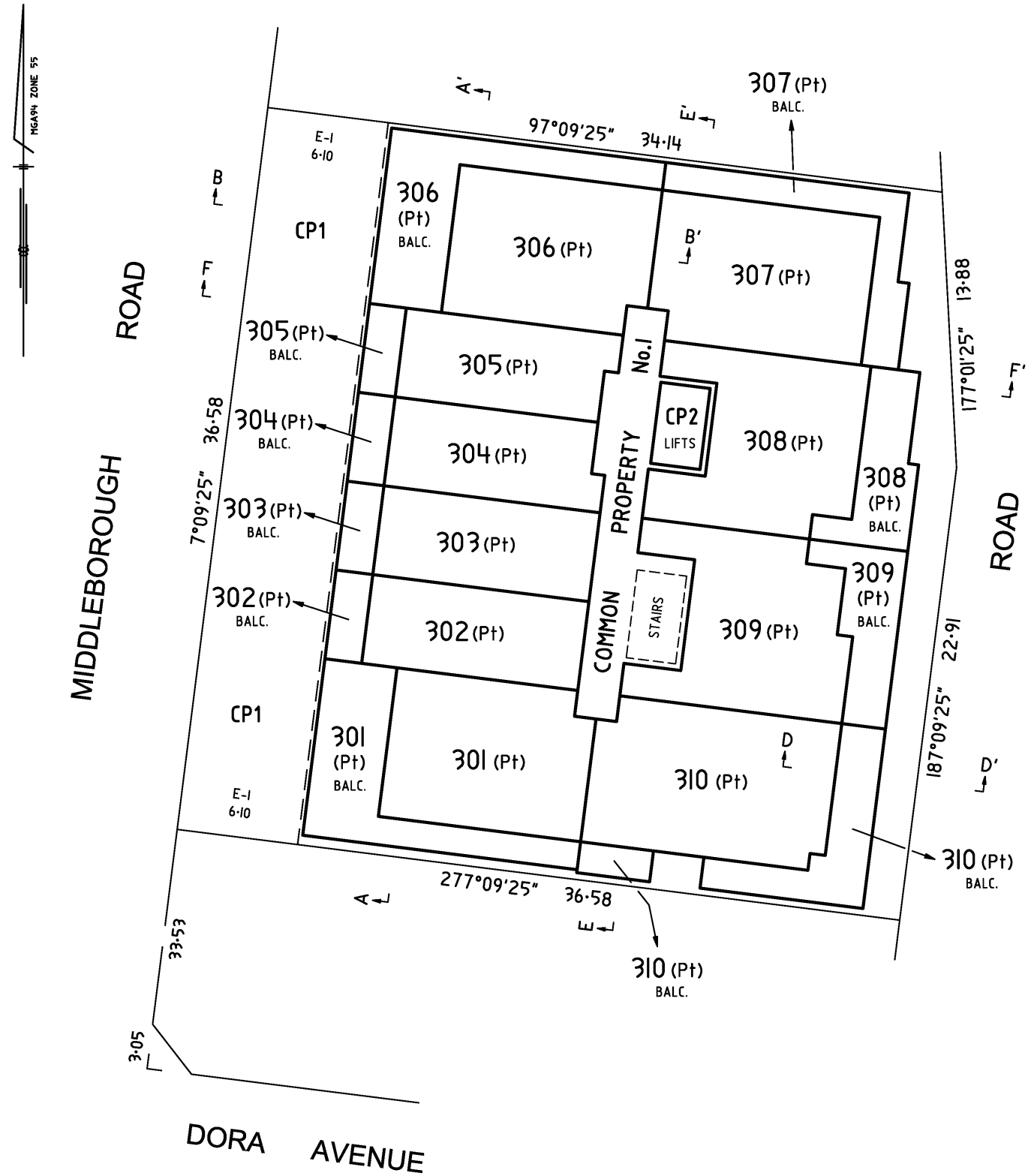


DIAGRAM 5

THIRD STOREY

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Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Fax (03) 5996 6119
Email: mail@nnhsurveyors.net.au

LICENSED SURVEYOR: STANLEY G. JEFFREYS
DIGITALLY SIGNED

SHEET 7
Original sheet size A3

ORIGINAL SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

CITY OF WHITEHORSE

DWG No. 2255S VER 07 15/12/2014

Signed by: Stanley George Jeffreys (Nilsson, Noel & Holmes (Surveyors) Pty Ltd) Surveyor's Plan Version (07) SPEAR Ref: S050075J 18/12/2014

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PLAN OF SUBDIVISION

PLAN NUMBER
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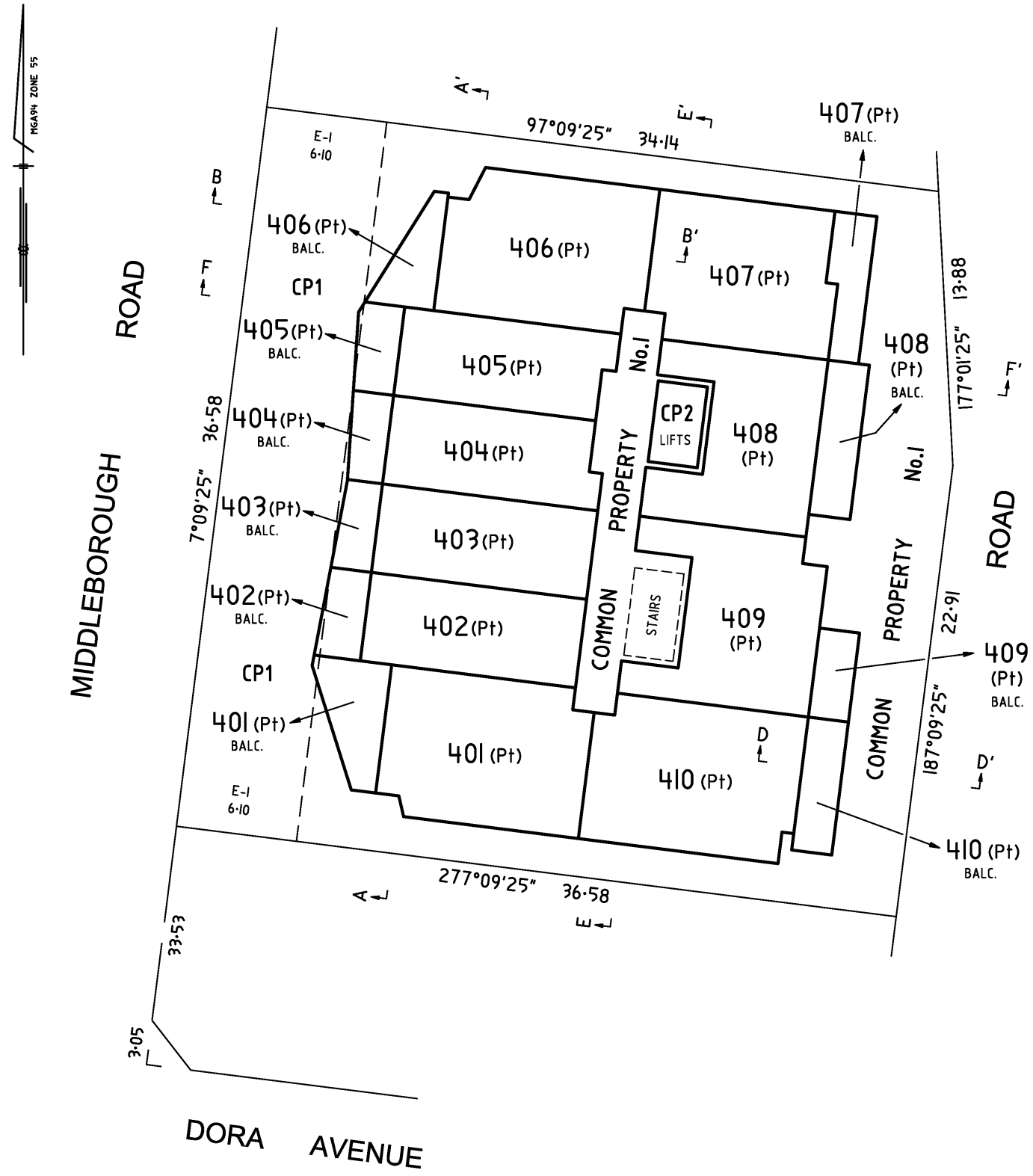


DIAGRAM 6

TOPMOST STOREY

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.
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Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Fax (03) 5996 6119
Email: mail@nnhsurveyors.net.au

LICENSED SURVEYOR: STANLEY G. JEFFREYS
DIGITALLY SIGNED

SHEET 8
Original sheet size A3

ORIGINAL SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

CITY OF WHITEHORSE

DWG No. 2255S VER 07 15/12/2014

Signed by: Stanley George Jeffreys (Nilsson, Noel & Holmes (Surveyors) Pty Ltd) Surveyor's Plan Version (07) SPEAR Ref: S050075J 18/12/2014

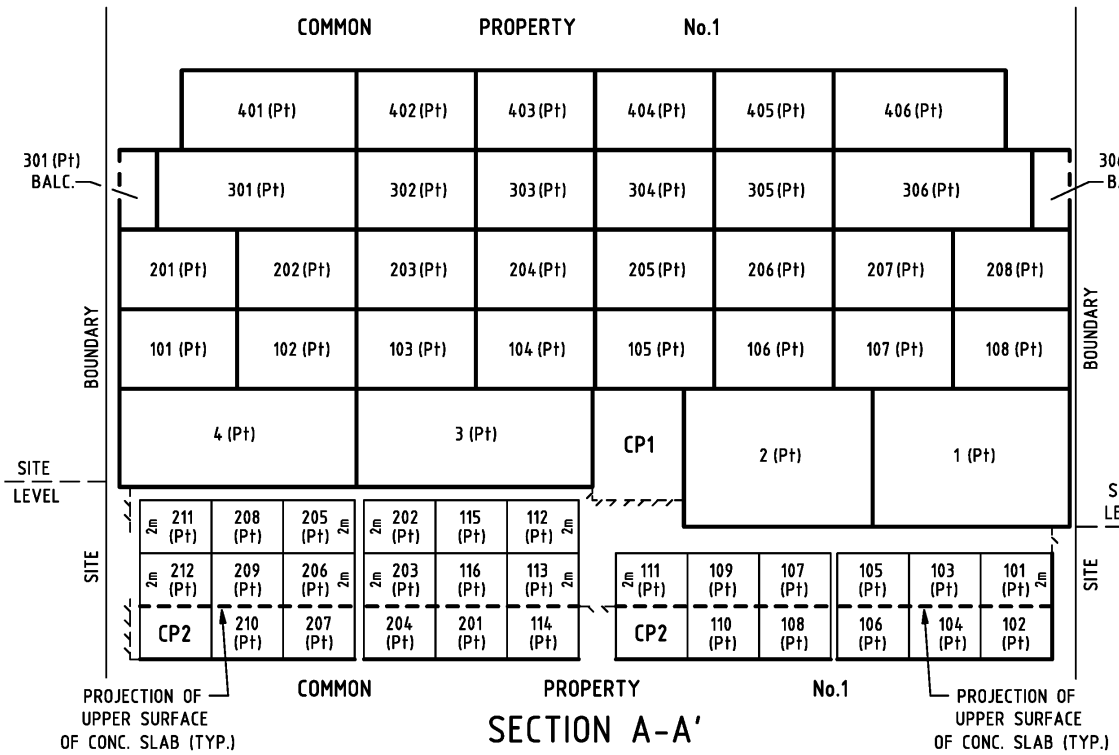
Signed by: Stanley George Jeffreys (Nilsson, Noel & Holmes (Surveyors) Pty Ltd) Surveyor's Plan Version (07) SPEAR Ref: S050075J 18/12/2014

Signed by Council: Whitehorse City Council, Council Ref: WH/2014/302, CRT/5649, Original Certification: 14/04/2015, S.O.C.: 06/05/2015

Delivered by LANDATA®, timestamp 21/09/2026 10:34 Page 9 of 12

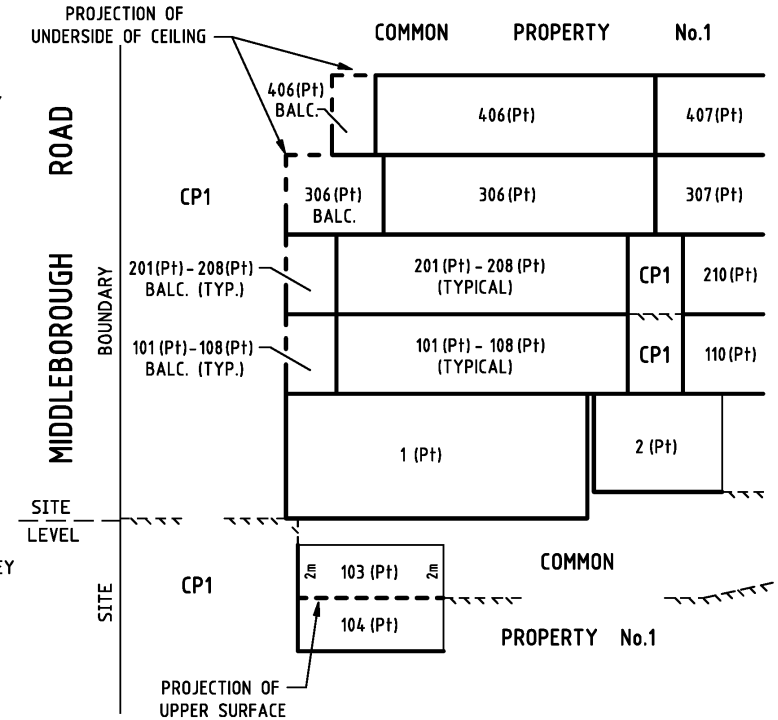
PLAN OF SUBDIVISION

PLAN NUMBER
PS 710947A

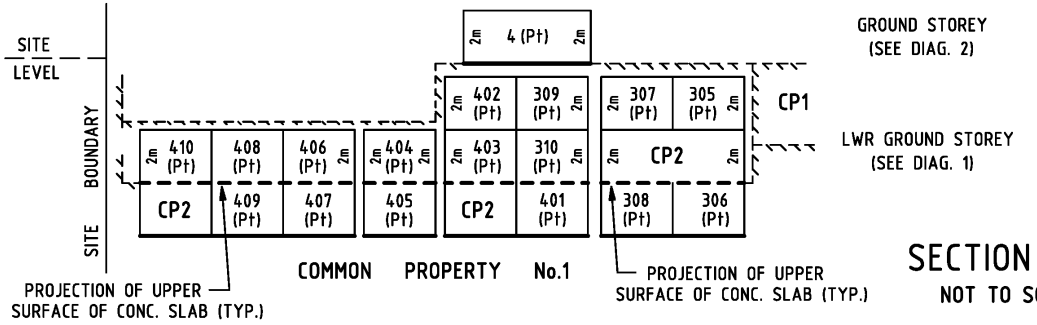


SECTION A-A'
NOT TO SCALE

TOPMOST STOREY (SEE DIAG. 6)
THIRD STOREY (SEE DIAG. 5)
SECOND STOREY (SEE DIAG. 4)
FIRST STOREY (SEE DIAG. 3)
GROUND STOREY (SEE DIAG. 2)
LWR GROUND STOREY (SEE DIAG. 1)



SECTION B-B'
NOT TO SCALE



SECTION C-C'
NOT TO SCALE

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.
A.C.N. 067 949 615
Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Fax (03) 5996 6119
Email: mail@nnhsurveyors.net.au

ORIGINAL

SCALE	SHEET SIZE
NTS	A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR: STANLEY G. JEFFREYS
DIGITALLY SIGNED

DWG No. 2255S VER 07 15/12/2014

SHEET 9

CITY OF WHITEHORSE

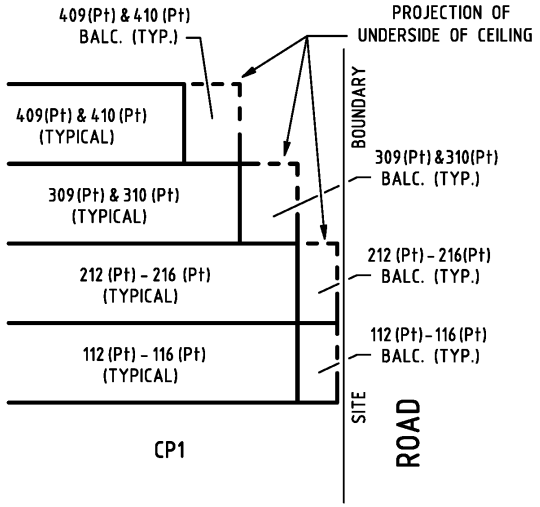
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Signed by Council: Whitehorse City Council, Council Ref: WH/2014/302, CRT/5649, Original Certification: 14/04/2015, S.O.C.: 06/05/2015

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 710947A



SECTION D-D'
NOT TO SCALE

TOPMOST STOREY
(SEE DIAG. 6)

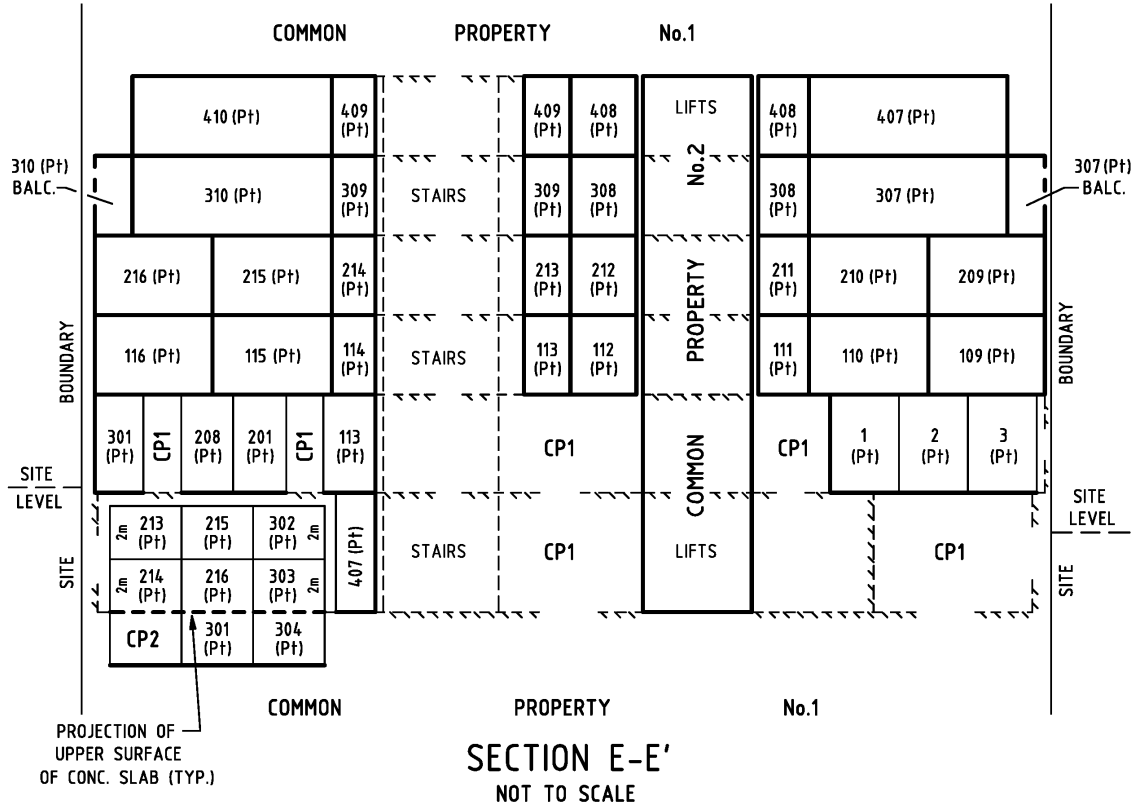
THIRD STOREY
(SEE DIAG. 5)

SECOND STOREY
(SEE DIAG. 4)

FIRST STOREY
(SEE DIAG. 3)

GROUND STOREY
(SEE DIAG. 2)

LWR GROUND STOREY
(SEE DIAG. 1)



SECTION E-E'
NOT TO SCALE

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119 Email: mail@nnhsurveyors.net.au	ORIGINAL SCALE: NTS SHEET SIZE: A3	LENGTHS ARE IN METRES	LICENSED SURVEYOR: STANLEY G. JEFFREYS DIGITALLY SIGNED DWG No. 2255S VER 07 15/12/2014	SHEET 10 CITY OF WHITEHORSE

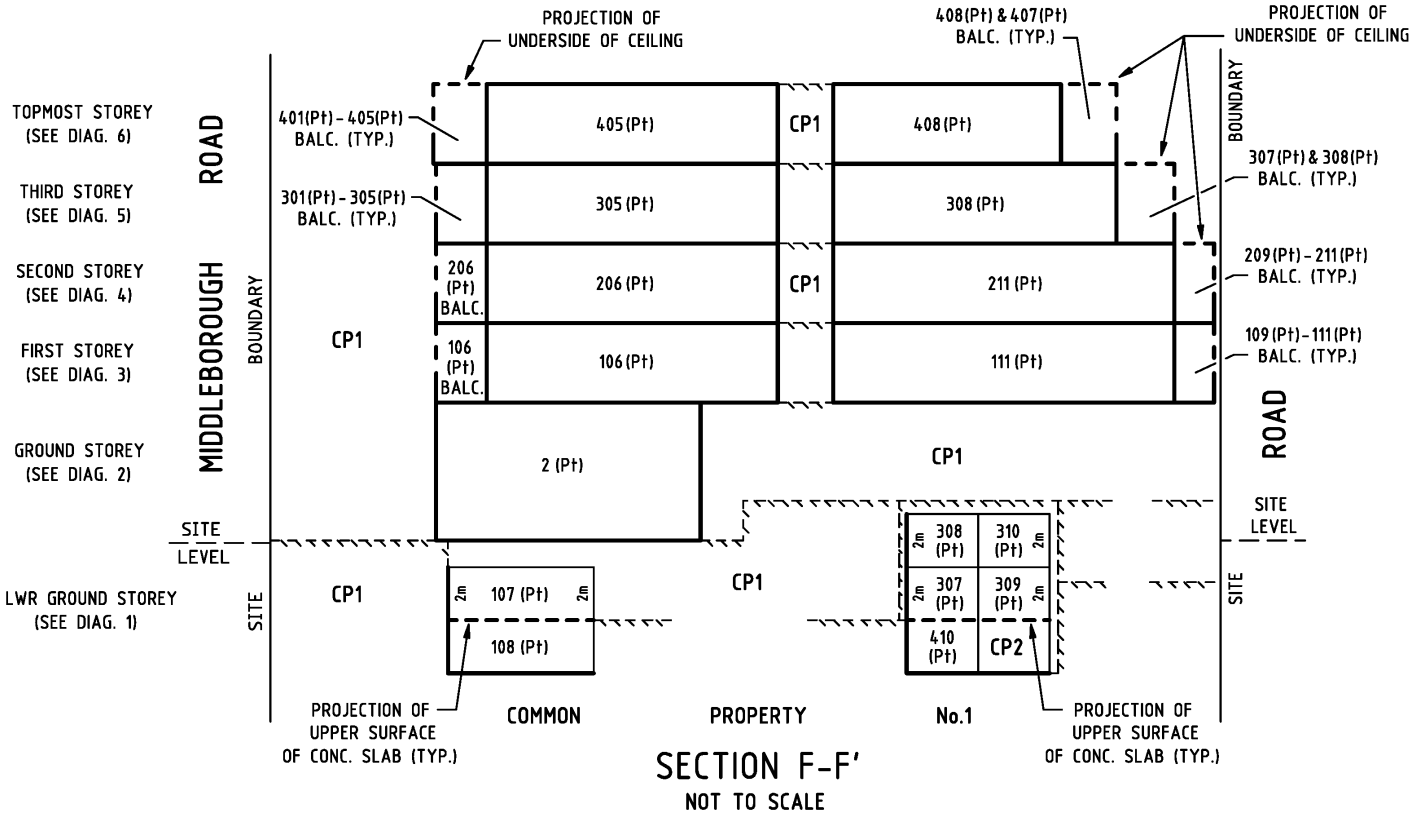
Signed by: Stanley George Jeffreys (Nilsson, Noel & Holmes (Surveyors) Pty Ltd) Surveyor's Plan Version (07) SPEAR Ref: S050075J 18/12/2014

Signed by Council: Whitehorse City Council, Council Ref: WH/2014/302, CRT/5649, Original Certification: 14/04/2015, S.O.C.: 06/05/2015

Delivered by LANDATA®, timestamp 21/09/2026 10:34 Page 11 of 12

PLAN OF SUBDIVISION

PLAN NUMBER
PS 710947A



SECTION F-F'
NOT TO SCALE

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.
A.C.N. 067 949 615
Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Fax (03) 5996 6119
Email: mail@nnhsurveyors.net.au

ORIGINAL

SCALE	SHEET SIZE
NTS	A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR: STANLEY G. JEFFREYS
DIGITALLY SIGNED

DWG No. 2255S VER 07 15/12/2014

SHEET 11

CITY OF WHITEHORSE

Delivered by LANDATA®, timestamp 21/09/2026 10:34 Page 12 of 12

Plan of Subdivision PS710947A

Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S050075J
Plan Number: PS710947A
Responsible Authority Name: Whitehorse City Council
Responsible Authority Reference Number 1: WH/2014/302
Responsible Authority Reference Number 2: CRT/5649
Surveyor's Plan Version: 07

Certification

☑ This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

○ Has been made and the requirement has not been satisfied at Certification

○ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 06/05/2015)

Digitally signed by Council Delegate:	Aileen Lam
Organisation:	Whitehorse City Council
Date:	14/04/2015

Signed by: Aileen Lam (Whitehorse City Council) 14/04/2015

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 21 September 2026 10:01 AM

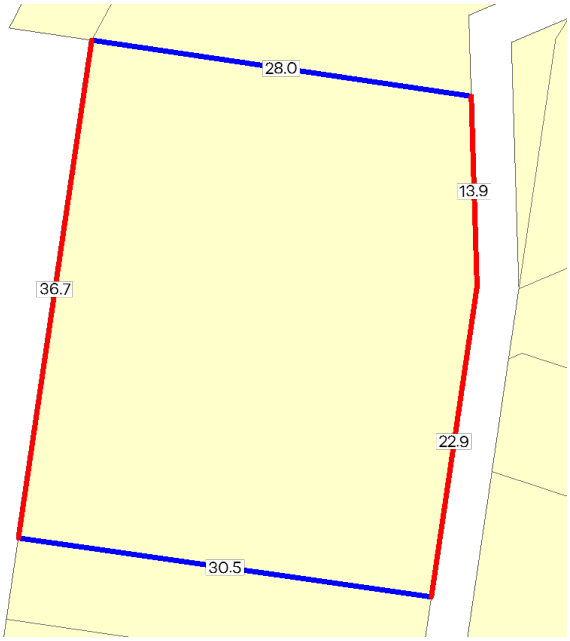
PROPERTY DETAILS

Address:	**402/394-398 MIDDLEBOROUGH ROAD BLACKBURN 3130**
Lot and Plan Number:	**Lot 402 PS710947**
Standard Parcel Identifier (SPI):	**402\PS710947**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**270952**
Directory Reference:	**Melway 47 G10**

Note: There are 57 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 1101 sq. m
Perimeter: 132 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

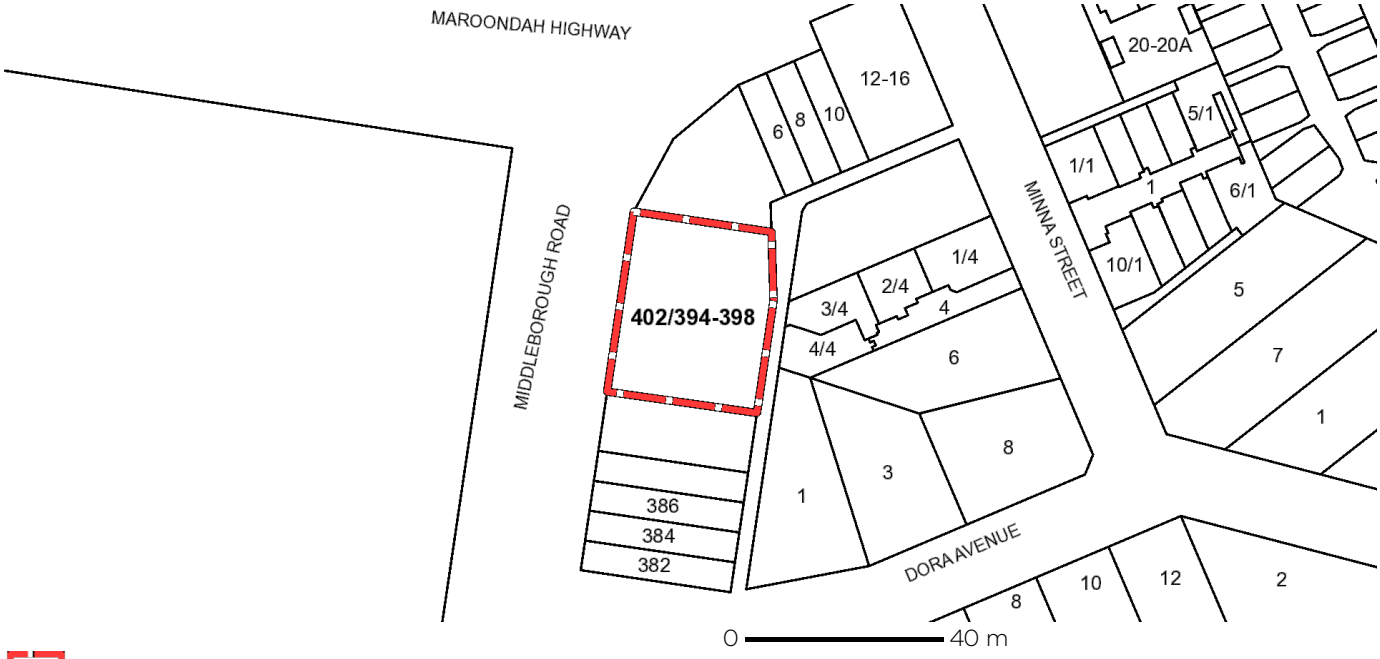
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 21 September 2026 10:01 AM

PROPERTY DETAILS

Address:	**402/394-398 MIDDLEBOROUGH ROAD BLACKBURN 3130**
Lot and Plan Number:	**Lot 402 PS710947**
Standard Parcel Identifier (SPI):	**402\PS710947**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**270952**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 G10**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

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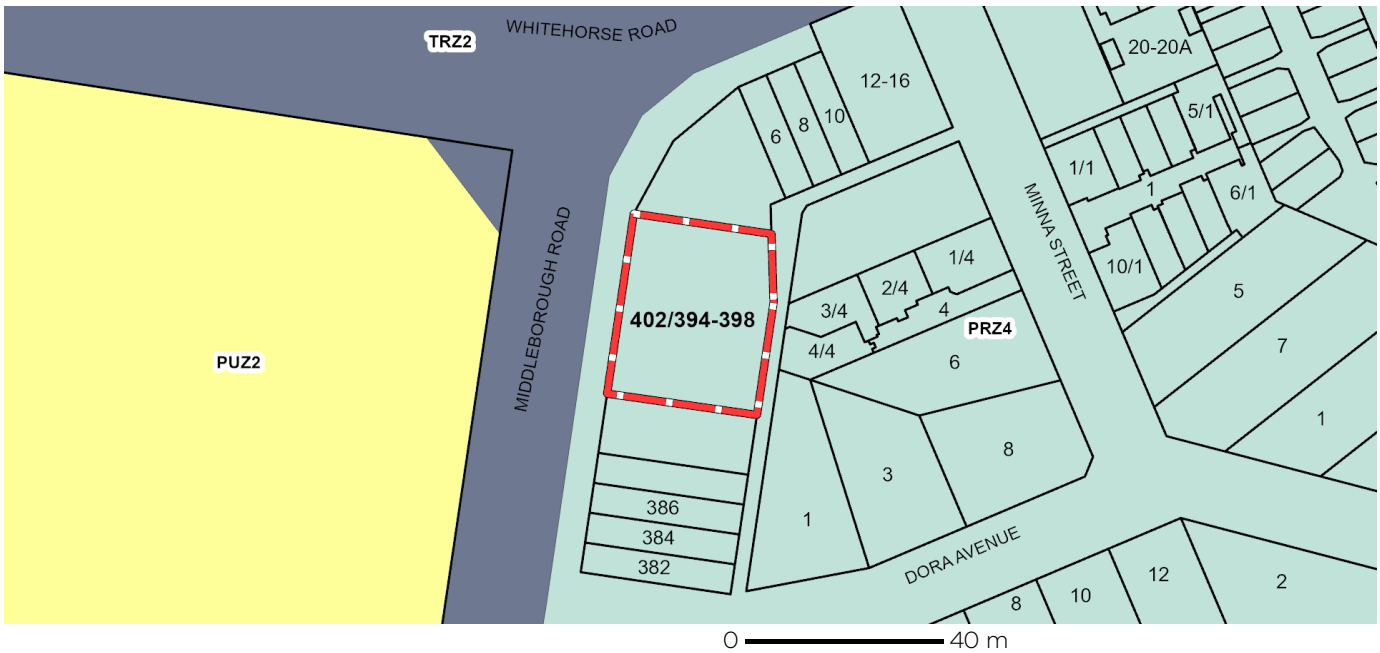
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

PRECINCT ZONE (PRZ)
PRECINCT ZONE - SCHEDULE 4 (PRZ4)



PRZ - Precinct
PUZ2 - Public Use-Education
TRZ1 - State Transport Infrastructure
TRZ2 - Principal Road Network

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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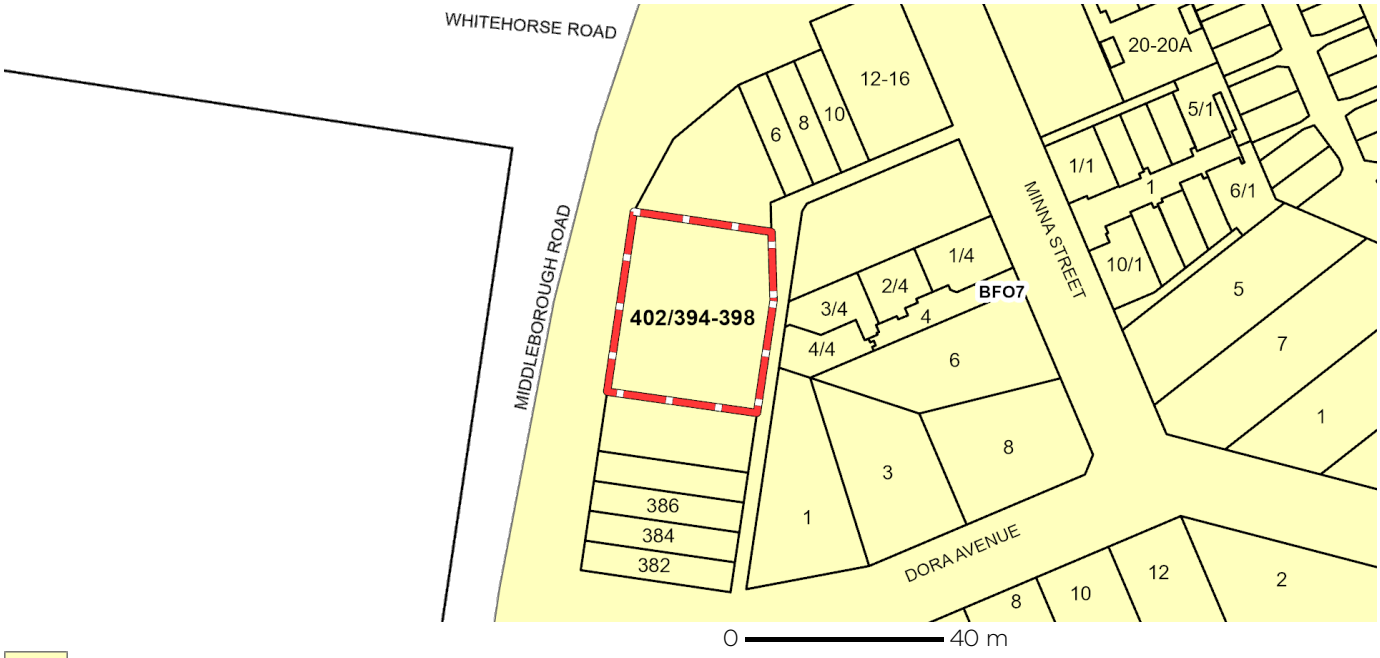
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

BUILT FORM OVERLAY (BFO)

BUILT FORM OVERLAY - SCHEDULE 7 (BFO7)

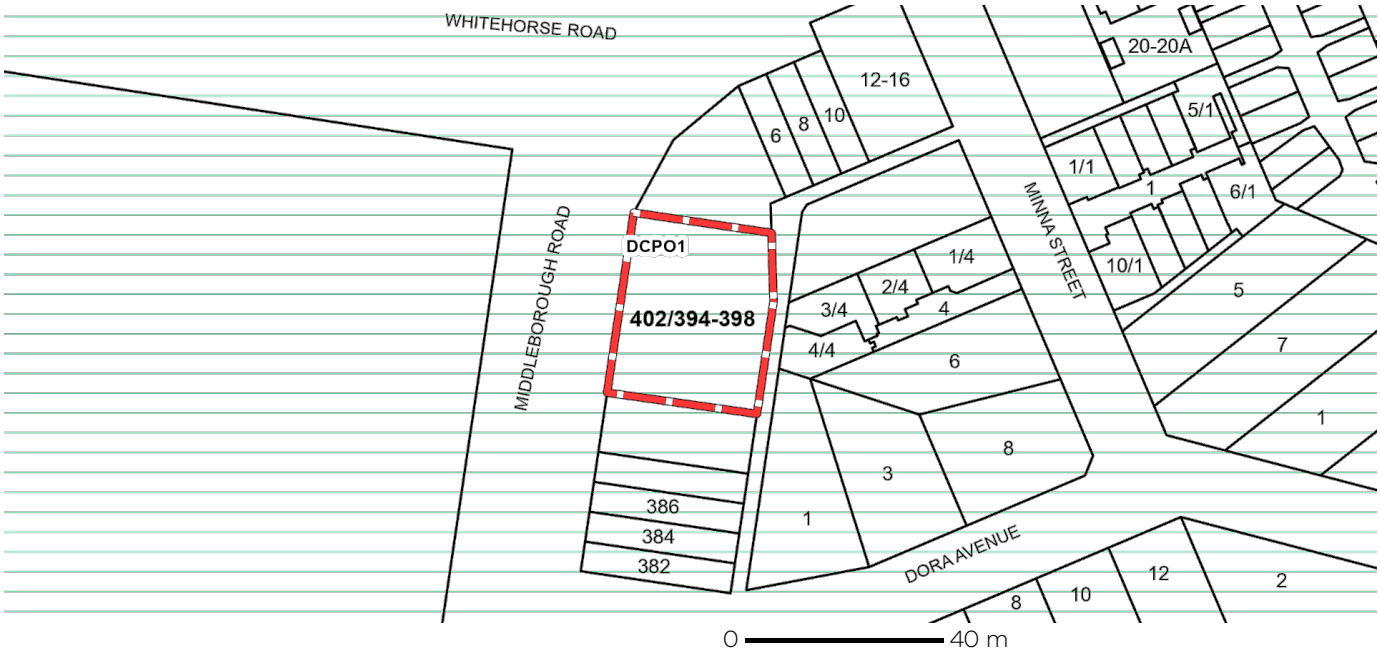


BFO - Built Form Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 5 SCHEDULE (PO5)



PO - Parking Overlay

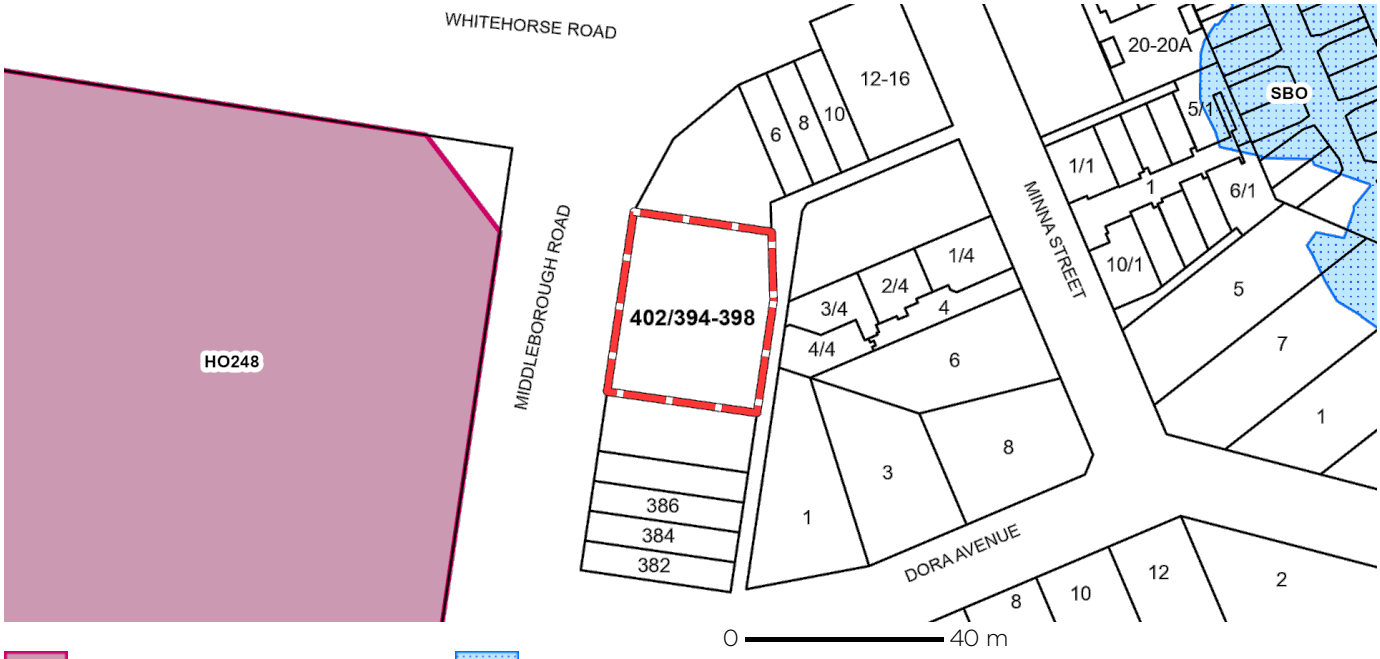
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



HO - Heritage Overlay **SBO - Special Building Overlay**

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 17 September 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.vic.gov.au/vicplan/

For other information about planning in Victoria visit https://www.planning.vic.gov.au

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PLANNING PROPERTY REPORT

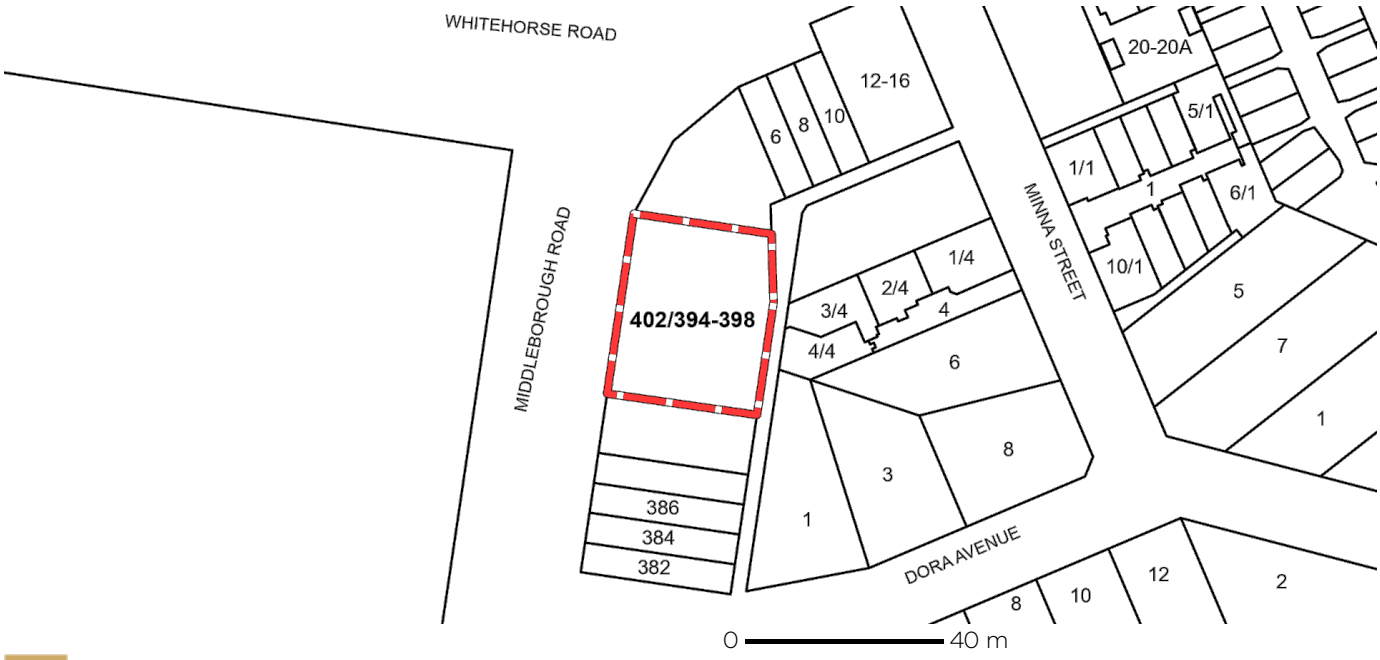
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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WHITEHORSE CITY COUNCIL

ABN 39 549 568 822

Annual Valuation and Rate Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 August 2025

Total: $681.35

Includes arrears due immediately $0.00

Balance: $681.35

Due 15 February 2026

028-3130 (80)

There's A Way Pty Ltd
C/- Obrien Real Estate Blackburn
98 South Parade
BLACKBURN VIC 3130

Or Pay in Four Instalments

$171.35 Includes arrears of **$0.00**	Due 30 September 2025
$170.00	Due 30 November 2025
$170.00	Due 28 February 2026
$170.00	Due 31 May 2026

Property Details

Assessment Number: 10061808 1

402/394-398 Middleborough Road, BLACKBURN VIC 3130
Lot 402 PS 710947

Property Owner(s):
There's A Way Pty Ltd

Ward Cootamundra

AVPCC (Property Type)
125.3 - Apartment-(subdivided Multi Storey Development)

Land Use Classification Residential

Property Valuations

Site Value	$35,000
Capital Improved Value (CIV)	$290,000
Net Annual Value	$14,500

Valuations Date 1 January 2025 **Operative Date** 1 July 2025

Flexible Payments

Scan the QR code for flexible online payment options with SMS reminders or visit **pay.whitehorse.vic.gov.au**

Payble™ VISA DIRECT Debit

Details of Rates, Charges and Levies

Balance Brought Forward	**$0.00**
General Rate 0.142489 cents in $ on $290,000 CIV	$413.20
Emergency Services and Volunteers Fund Fixed Charge	$136.00
ESVF Variable Rate 0.0173 cents in $ on $290,000 CIV	$50.15
Public Waste Service Charge	$82.00

Paid $681.35 5/1/26

Payments and changes received on or after 15 August 2025 may not be included on this Notice

Receive your Rate Notice by email: **whitehorse.ezybill.com.au** ezyBILL

whitehorse.vic.gov.au customer.service@whitehorse.vic.gov.au (03) 9262 6333

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

22nd September 2026

BLUE GEM CONVEYANCING
admin@bluegemconveyancing.com.au

Dear BLUE GEM CONVEYANCING,

RE: Application for Water Information Statement

Property Address	402/394-398 MIDDLEBOROUGH ROAD BLACKBURN 3130
Applicant	Blue Gem Conveyancing
Information Statement	31066093
Conveyancing Account Number	6515391766
Your Reference	BGC5305

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
General Manager
Retail Services

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	402/394-398 MIDDLEBOROUGH ROAD BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	402/394-398 MIDDLEBOROUGH ROAD BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

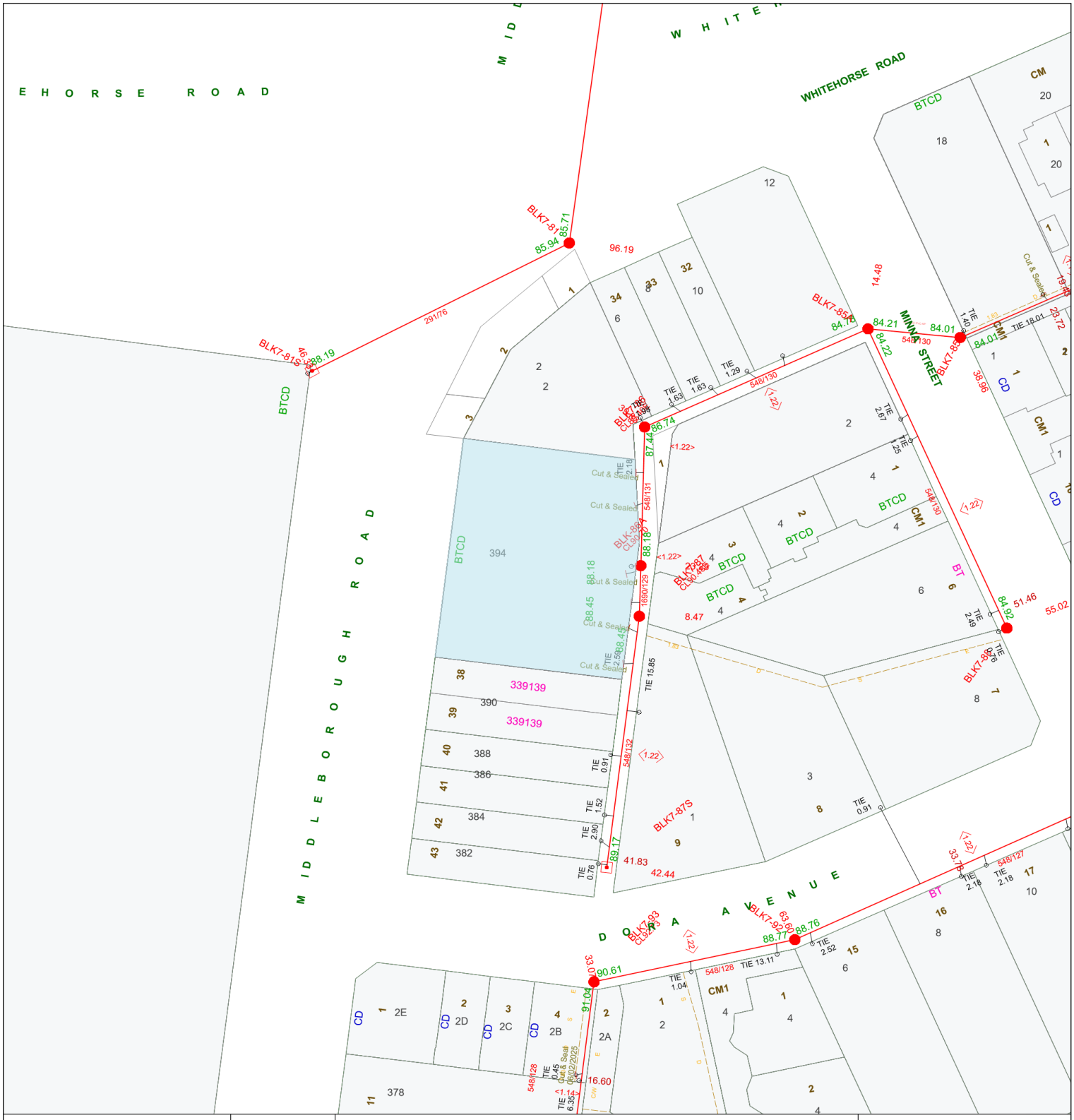
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 31066093	Address	402/394-398 MIDDLEBOROUGH ROAD BLACKBURN
	Date	22/09/2026
	Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Floe		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch		Property Boundary		

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

BLUE GEM CONVEYANCING
admin@bluegemconveyancing.com.au

RATES CERTIFICATE

Account No: 6515391766
Rate Certificate No: 31066093

Date of Issue: 22/09/2026
Your Ref: BGC5305

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
APT 402/394-398 MIDDLEBOROUGH RD, BLACKBURN VIC 3130	402\PS710947	5076479	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/07/2026 to 30/09/2026	$22.30	$0.00
Residential Sewer Service Charge	01/07/2026 to 30/09/2026	$127.37	$0.00
Parks Fee	01/07/2026 to 30/09/2026	$23.25	$0.00
Drainage Fee	01/07/2026 to 30/09/2026	$32.91	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Lisa Anelli
General Manager
Retail Services

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2026, Residential Water Usage is billed using the following step pricing system: 285.94 cents per kilolitre for the first 440 litres per day; 365.48 cents per kilolitre for 441-880 litres per day and 541.45 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2026, Residential Water and Sewer Usage is billed using the following step pricing system: 383.13 cents per kilolitre for the first 440 litres per day; 502.68 cents per kilolitre for 441-880 litres per day and 584.03 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2026, Residential Recycled Water Usage is billed 201.33 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Property No: 5076479

Address: APT 402/394-398 MIDDLEBOROUGH RD, BLACKBURN VIC 3130

Water Information Statement Number: 31066093

HOW TO PAY

Biller Code: 314567
Ref: 86726755787

Amount Paid		Date Paid		Receipt Number	

2026 Land Tax Assessment Notice

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331

3017591010006005243 023

THERE S A WAY PTY LTD
51 WARATAH AVENUE
TULLAMARINE VIC 3043

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	094229299
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	24935261
ISSUE DATE	5 JUN 2026
TOTAL PAYABLE	$119.50

INTEREST IS CHARGED ON LATE PAYMENTS

THIS NOTICE IS ISSUED TO YOU IN YOUR CAPACITY AS TRUSTEE FOR:
WHERE THERE'S A WILL'S TRUST

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick
Commissioner of State Revenue

PAID 13/6/26

TWO WAYS TO PAY

1 IN FULL

PAY BY 28 AUG 2026

Use the payment methods listed at the bottom of this assessment.

2 INSTALMENTS

SET UP BY 28 AUG 2026

Payment plans must be set up each year using our online system, **AutoPay.** These interest-free payments can be made from your bank account or card. A card payment fee applies. You can choose the frequency, with instalments spread over up to 38 weeks from the issue date.

Choose from the following options:

4 EQUAL INSTALMENTS | MONTHLY INSTALMENTS | FORTNIGHTLY INSTALMENTS

sro.vic.gov.au/autopay

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

BPAY Biller Code: 5249
REF: 24935261

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 094229299
REF: 24935261

Visa or Mastercard only
Pay via our website or phone 13 21 61. A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

Post Billpay $119.50

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

*382 400 0024935261 9

3017591A010005.indd-591100060524501

Summary of assessment

Assessment number: 24935261

Period of assessment: 1 January 2026 to 31 December 2026

Land tax applies to land you owned on 31 December 2025 and is not adjusted or pro-rated throughout the year.

2026 calculation

Total taxable value	$35,000.00
Total calculation of land tax	$119.50
2026 tax payable	**$119.50**

For land tax rates, visit **sro.vic.gov.au/landtaxrate**

Land tax trust calculation

	Taxable Value	Total Tax
Surcharge rate	$35,000	$119.50
Ordinary rate	$0	$0.00
PPR beneficiary (single holding)	$0	$0.00
Total	**$35,000**	**$119.50**

A surcharge rate on the general land tax applies for the aggregate Victorian land holdings of the trust from $25,000 through to less than $3 million.

For information about trusts, go to **sro.vic.gov.au/landtaxtrusts**

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online:

- change your address
- update your contact details
- claim an exemption
- update land ownership details

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

sro.vic.gov.au/valueobjection

OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

Department of Transport and Planning

Owners Corporation Search Report

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Produced: 21/09/2026 10:34:13 AM

OWNERS CORPORATION 1
PLAN NO. PS710947A

The land in PS710947A is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1 - 4, 101 - 116, 201 - 216, 301 - 310, 401 - 410.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
101 RATHDOWNE STREET CARLTON VIC 3053

AM088459C 07/08/2015

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
1. AM103538D 13/08/2015

Additional Owners Corporation Information:
OC026478X 08/07/2015

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	60	60
Lot 2	60	60
Lot 3	60	60
Lot 4	60	60
Lot 101	40	40

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS710947A

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 102	40	40
Lot 103	40	40
Lot 104	40	40
Lot 105	40	40
Lot 106	40	40
Lot 107	40	40
Lot 108	40	40
Lot 109	40	40
Lot 110	40	40
Lot 111	40	40
Lot 112	40	40
Lot 113	40	40
Lot 114	40	40
Lot 115	40	40
Lot 116	50	50
Lot 201	40	40
Lot 202	40	40
Lot 203	40	40
Lot 204	40	40
Lot 205	40	40
Lot 206	40	40
Lot 207	40	40
Lot 208	40	40
Lot 209	40	40
Lot 210	40	40
Lot 211	40	40
Lot 212	40	40
Lot 213	40	40
Lot 214	40	40

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Department of Transport and Planning

Owners Corporation Search Report

Produced: 21/09/2026 10:34:13 AM

OWNERS CORPORATION 1
PLAN NO. PS710947A

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 215	40	40
Lot 216	50	50
Lot 301	50	50
Lot 302	40	40
Lot 303	40	40
Lot 304	40	40
Lot 305	40	40
Lot 306	50	50
Lot 307	50	50
Lot 308	50	50
Lot 309	50	50
Lot 310	50	50
Lot 401	50	50
Lot 402	40	40
Lot 403	40	40
Lot 404	40	40
Lot 405	40	40
Lot 406	50	50
Lot 407	50	50
Lot 408	40	40
Lot 409	50	50
Lot 410	50	50
Total	**2450.00**	**2450.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Secure Electronic Registries Victoria (SERV)
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Department of Transport and Planning

Owners Corporation Search Report

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Produced: 21/09/2026 10:34:13 AM

OWNERS CORPORATION 2
PLAN NO. PS710947A

The land in PS710947A is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 101 - 116, 201 - 216, 301 - 310, 401 - 410.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
101 RATHDOWNE STREET CARLTON VIC 3053

AM088459C 07/08/2015

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
1. AM103529E 13/08/2015

Additional Owners Corporation Information:
OC026479V 08/07/2015

Notations:
Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	40	40
Lot 102	40	40
Lot 103	40	40
Lot 104	40	40
Lot 105	40	40

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OWNERS CORPORATION 2
PLAN NO. PS710947A

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 106	40	40
Lot 107	40	40
Lot 108	40	40
Lot 109	40	40
Lot 110	40	40
Lot 111	40	40
Lot 112	40	40
Lot 113	40	40
Lot 114	40	40
Lot 115	40	40
Lot 116	50	50
Lot 201	40	40
Lot 202	40	40
Lot 203	40	40
Lot 204	40	40
Lot 205	40	40
Lot 206	40	40
Lot 207	40	40
Lot 208	40	40
Lot 209	40	40
Lot 210	40	40
Lot 211	40	40
Lot 212	40	40
Lot 213	40	40
Lot 214	40	40
Lot 215	40	40
Lot 216	50	50
Lot 301	50	50
Lot 302	40	40

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Department of Transport and Planning

Owners Corporation Search Report

Produced: 21/09/2026 10:34:13 AM

OWNERS CORPORATION 2
PLAN NO. PS710947A

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 303	40	40
Lot 304	40	40
Lot 305	40	40
Lot 306	50	50
Lot 307	50	50
Lot 308	50	50
Lot 309	50	50
Lot 310	50	50
Lot 401	50	50
Lot 402	40	40
Lot 403	40	40
Lot 404	40	40
Lot 405	40	40
Lot 406	50	50
Lot 407	50	50
Lot 408	40	40
Lot 409	50	50
Lot 410	50	50
Total	**2210.00**	**2210.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11Owners Corporation Regulations 2007
Subdivision Act 1988
Owners Corporation Certificate

Body Corporate No. 710947 A Unlimited

Address: 394 – 398 Middleborough Rd,

Blackburn. Vic. 3130

Vendor: There's A Way Pty Ltd

Reference:

Purchaser: Unknown

Email kate@emerson.com.au

This certificate is issued for Lot 402 on Plan No. 710947 A - **UNLIMITED**

The postal address of which is P.O. Box 215 Lower Plenty. Vic. 3093

IMPORTANT: The information in this certificate is issued on 29TH September 2026

You should obtain a new certificate for current information prior to settlement.

1. The present Owners Corporation Fees for **Lot 402** are **$1,698.56** per annum for the year commencing the 01/07/2025 paid quarterly.
2. The present Maintenance Fees for **Lot 402** are **$107.76** per annum for the year commencing the 01/07/2025 paid quarterly.

The annual contribution fees have been adjusted in accordance with the Annual General Meeting held on the 9TH September 2025. If settlement should occur on or after any due date a further contribution fees will also be due and payable. The current Fees/Levies and charges will continue until a new Budget is motioned at the next AGM in 2026.

Due Date **Owners Corporation Fees**	**Amount**	**Due Date** **Maintenance Plan**	**Amount**
01/07/2025	$424.64	01/07/2025	$26.94
01/10/2025	$424.64	01/10/2025	$26.94
01/01/2026	$424.64	01/01/2026	$26.94
01/04/2026	$424.64	01/04/2026	$26.94
Total	**$1,698.56**	**Total**	**$107.76**

The Owners Corporation A.G.M. was held on the 9th September 2025.

The Financial Year is from the 1st of July to 30th June in any one year.

The total of any unpaid Owners Corporation Fees are as follows:-

Owners Corporation Fees are:-

The Owners Corporation Fees are paid to the **30th September 2026**
The amount outstanding:

a). 1.10.26 to 31.12.26 Total amount outstanding:- $424.64

The total of any unpaid Maintenance Fund Levies are as follows:-

Maintenance Fund contributions are:

The Maintenance Fund Contributions are paid to the **30th September 2025.**
a). 1.10.26 to 31.12.26 Total amount outstanding:- $26.94

8. The body corporate presently has the following insurance cover noting that the Insurance Policy/Premium has

Type of Policy	Name of Insurer	Policy No	Sum Insured
Axis Underwriting Residential Strata Insurance	Axis Underwriting Insurance	P-023574	$24,690,000.00

The current Policy is for the period 01/06/2026 – 01/06/2027
The next renewal date is the 01/06/2027

9. The Owners Corporation has not resolved that the members may arrange their own insurance under Section 63 of the Act. If so the date of the resolution was…….N/A

10. The total funds held by the Owner's corporation as at 29/09/2026

Admin fund:	$157,861.88
Total Funds held	**$157,861.88**

11. The Owners Corporation does not have liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above.

On behalf of the previous Owners Corporation, the then Managers – Strata Equity, issued correspondence to the original builder, Valeo Construction Pty Ltd, regarding alleged building defects, including but not limited to reports of ongoing water ingress affecting both common property and certain private lots.

Strata Equity's notes that the Owners Corporation has requested confirmation from the builder as to any proposed or completed rectification works; however, the status and outcome of these matters remain unresolved at the date of this certificate.
It is noted that the building is not covered under domestic building warranty insurance. Accordingly, if warranty claims have not previously been made within the applicable statutory timeframes, no further claims can now be pursued under such insurance.

The Owners Corporation Manager – Emerson National Property Consultants Pty Ltd commenced 1.8.2026.
A quotation has been called for a full Building Report to determine what remains outstanding.
The Lot Owners have not authorized this, but the quotation will be tabled at the 2026 AGM for approval.

12. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Telstra – License Agreement of Common Property with Box Hill Dental Group Pty Ltd 1.4.2026 -31.3.2036

-

Cleaning	Jani King
Waste Removal	Waste Wise
Roller Door Servicing	Evenglide Pty Ltd
Car Stacker – Repairs and Maintenance	Car Cram
Essential Services	Link Fire
Owners Corporation Management	Emerson National Property Consultants Pty Ltd
Water Supply	Yarra Valley Water
Electricity Supply	Origin Energy
Schindler Lifts	Lift Management and Maintenance

13. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

None known of as at this stage

14. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

None known of as at this date

15. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

None known of as at this date

16. The Owners Corporation has resolved to appoint a manager. Emerson National Property Consultants Pty Ltd

    a. C/- Level 2/180 Queen Street, Melbourne. Vic. 3000

    b. Or P.O. Box 215 Lower Plenty. Vic. 3093

    c. Ph: 1300 330 730 (Kate 0418 110 526)

    d. Email: kate@emerson.com.au

17. No proposal has been made for the appointment of an administrator

18. Any other Information:

19. The following documents are attached:

    e. Copy of Minutes of the last AGM –9th September 2025 – Strata Equity

    f. Copy of Consolidated Rules and Model Rules

    g. Copy of the Insurance Policy, PDS and FSG

    h. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners*.

Dated 29th September 2026

Signed on behalf the Owners Corporation **P. S. No. 710947 A - Unlimited**

Kate Emerson
Emerson National Property Consultants Pty Ltd

P.O. Box 215 Lower Plenty. Vic 3093 Phone: 1300 330 730

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation

Further information can be obtained by an inspection of the owners corporation register

SCHEDULE 3

Reg. 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation.

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manger, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11Owners Corporation Regulations 2007
Subdivision Act 1988
Owners Corporation Certificate

Body Corporate No. 710947 A Limited

Address: 394 – 398 Middleborough Rd,

Blackburn. Vic. 3130

Vendor: There's A Way Pty Ltd

Reference:

Purchaser: Unknown

Email kate@emerson.com.au

This certificate is issued for Lot 402 on Plan No. 710947 A – **LIMITED**

The postal address of which is P.O. Box 215 Lower Plenty. Vic. 3093

IMPORTANT: The information in this certificate is issued on 29TH September 2026

You should obtain a new certificate for current information prior to settlement.

1. The present Owners Corporation Fees for **Lot 402** are **$1,394.08** per annum for the year commencing the 01/07/2025 paid quarterly.
2. The present Maintenance Fees for **Lot 402** are **$271.48** per annum for the year commencing the 01/07/2025 paid quarterly.

The annual contribution fees have been adjusted in accordance with the Annual General Meeting held on the 9TH September 2025. If settlement should occur on or after any due date a further contribution fees will also be due and payable. The current Fees/Levies and charges will continue until a new Budget is motioned at the next AGM in 2026.

Due Date **Owners Corporation Fees**	**Amount**	**Due Date** **Maintenance Plan**	**Amount**
01/07/2025	$348.52	01/07/2025	$67.87
01/10/2025	$348.52	01/10/2025	$67.87
01/01/2026	$348.52	01/01/2026	$67.87
01/04/2026	$348.52	01/04/2026	$67.87
Total	**$1,394.08**	**Total**	**$271.48**

The Owners Corporation A.G.M. was held on the 9th September 2025.

The Financial Year is from the 1st of July to 30th June in any one year.

The total of any unpaid Owners Corporation Fees are as follows:-

Owners Corporation Fees are:-

The Owners Corporation Fees are paid to the **30th September 2026**
The amount outstanding:

a). 1.10.26 to 31.12.26 Total amount outstanding:- $348.52

The total of any unpaid Maintenance Fund Levies are as follows:-

Maintenance Fund contributions are:

The Maintenance Fund Contributions are paid to the **30th September 2025.**
a). 1.10.26 to 31.12.26 Total amount outstanding:- $67.87

8. The body corporate presently has the following insurance cover noting that the Insurance Policy/Premium has

Type of Policy	Name of Insurer	Policy No	Sum Insured
Axis Underwriting Residential Strata Insurance	Axis Underwriting Insurance	P-023574	$24,690,000.00

The current Policy is for the period 01/06/2026 – 01/06/2027
The next renewal date is the 01/06/2027

9. The Owners Corporation has not resolved that the members may arrange their own insurance under Section 63 of the Act. If so the date of the resolution was…….N/A

10. The total funds held by the Owner's corporation as at 29/09/2026

Admin fund:	$159,308.12
Total Funds held	**$159,308.12**

11. The Owners Corporation does not have liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above.

On behalf of the previous Owners Corporation, the then Managers – Strata Equity, issued correspondence to the original builder, Valeo Construction Pty Ltd, regarding alleged building defects, including but not limited to reports of ongoing water ingress affecting both common property and certain private lots.

Strata Equity's notes that the Owners Corporation has requested confirmation from the builder as to any proposed or completed rectification works; however, the status and outcome of these matters remain unresolved at the date of this certificate.
It is noted that the building is not covered under domestic building warranty insurance. Accordingly, if warranty claims have not previously been made within the applicable statutory timeframes, no further claims can now be pursued under such insurance.

The Owners Corporation Manager – Emerson National Property Consultants Pty Ltd commenced 1.8.2026.
A quotation has been called for a full Building Report to determine what remains outstanding.
The Lot Owners have not authorized this, but the quotation will be tabled at the 2026 AGM for approval.

12. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows. Noting that the agreements below are between O.C. 710947 A Unlimited and the Contractor.
The contractors work covers both the Unlimited and Limited.

Telstra – License Agreement of Common Property with Box Hill Dental Group Pty Ltd 1.4.2026 -31.3.2036
-

Cleaning	Jani King
Waste Removal	Waste Wise
Roller Door Servicing	Evenglide Pty Ltd
Car Stacker – Repairs and Maintenance	Car Cram
Essential Services	Link Fire
Owners Corporation Management	Emerson National Property Consultants Pty Ltd
Water Supply	Yarra Valley Water
Electricity Supply	Origin Energy
Schindler Lifts	Lift Management

13. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

None known of as at this stage

14. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

None known of as at this date

15. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

None known of as at this date

16. The Owners Corporation has resolved to appoint a manager. Emerson National Property Consultants Pty Ltd

    a. C/- Level 2/180 Queen Street, Melbourne. Vic. 3000

    b. Or P.O. Box 215 Lower Plenty. Vic. 3093

    c. Ph: 1300 330 730 (Kate 0418 110 526)

    d. Email: kate@emerson.com.au

17. No proposal has been made for the appointment of an administrator

18. Any other Information:

19. The following documents are attached:

    e. Copy of Minutes of the last AGM –9th September 2025 – Strata Equity

    f. Copy of Consolidated Rules and Model Rules

    g. Copy of the Insurance Policy, PDS and FSG

    h. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners*.

Dated 29th September 2026

Signed on behalf the Owners Corporation **P. S. No. 710947 A – Limited.**

Kate Emerson
Emerson National Property Consultants Pty Ltd

P.O. Box 215 Lower Plenty. Vic 3093 Phone: 1300 330 730

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation

Further information can be obtained by an inspection of the owners corporation register

SCHEDULE 3

Reg. 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation.

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manger, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Docusign Envelope ID: 6E8CF166-C891-898D-836C-6475226FB17B

Level 5, 90 Collins Street, Melbourne VIC 3000
P (03) 8660 7000
E info@axisunderwriting.com.au

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-023574

Policy Class: Axis Residential Strata Insurance Policy

Insured: OC 710947

Interested Party:

Interest Insured:

Location: 394-398 MIDDLEBOROUGH ROAD
BLACKBURN

State: VIC

Postcode: 3130

Inception Date: 4:00pm on 1st June 2026

Expiry Date: 4:00pm on 1st June 2027

Sums Insured:

1. Buildings		$ 24,690,000
Common Contents		$ 246,900
Loss of Rent		$ 3,703,500
Option Cover: Floating Floors		Insured
Option Cover: Loss of Lot/Unit Market Value		Not Insured
Option Cover: Catastrophe Cover	15%	Insured
Option Cover: Flood		Not Insured
2. Public or Legal Liability		$ 30,000,000
3. Personal Accident		$ 200,000/2000
4. Fidelity Guarantee		$ 100,000
5. Machinery Breakdown		$ 100,000
6. Office Bearers Legal Liability		$ 1,000,000
7. Government Audit Costs & Legal Expenses		
Appeal Expenses		$ 100,000
Audit Fees		$ 25,000
Legal Defence Expenses		$ 50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (Australia Branch)

Date: 4 June 2026

Axis Underwriting Services Pty Ltd
as Agents of the Insurers



Residential Strata

Product Disclosure Statement & Policy Wording

AXISRESPOL 08/2026

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Axis Underwriting Residential Strata

Product Disclosure Statement & Policy Wording

Introduction

Welcome to the Axis Residential Strata Insurance Policy. This Product Disclosure Statement (PDS) and Policy wording has been prepared to assist You in understanding the Axis Residential Strata Insurance Policy so that You are able to make an informed decision whether it suits Your specific insurance needs.

Preparation Date: 1st August 2026

Product Disclosure Statement (PDS)

Important Information & Notices

This document is a Product Disclosure Statement (PDS) and is also our insurance Policy wording. Please note that it operates as a PDS under the *Corporations Act 2001 (Cth).*

Other documents may also form part of our PDS and We will specifically tell You if this is the case in the relevant document.

It is important that You carefully read the contents of the PDS and Policy wording, including any other documents We may have issued that vary the standard terms of this document, before You decide to buy this product. If You purchase this product, You will need to keep this PDS and Your Schedule in a safe place.

Any advice in this document is of a general nature only and has not considered Your objectives, financial situation or needs. You should carefully consider the information provided having regard to Your personal circumstances to decide if this insurance is right for You.

Who is the insurer?

About AXA XL

The Policy is underwritten by XL Insurance Company SE, Australia Branch, ABN 36 083 570 441, Level 28, Angel Place, 123 Pitt Street, Sydney NSW 2000, Australia. XL Insurance Company SE, Australia Branch is a part of AXA XL, a division of AXA.

We have authorised the information contained in this PDS.

About Axis Underwriting

Axis Underwriting Services Pty Ltd (ABN 51 090 508 142) (Axis Underwriting) is an insurance intermediary and holds an Australian Financial Services license (AFS License No: 236650) to issue and advise on general insurance products. Since 1999, Axis Underwriting has been assisting Australian insurance brokers to access cover for property,strata, business, hospitality and liability risks.

Axis Underwriting is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (SGL).

Authority to act on our behalf

We have given Axis Underwriting 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 Axis Underwriting. The contact details for Axis Underwriting are shown on the back cover of this document.

Under the terms of this binding authority Axis Underwriting acts as our agent, and not yours, but liability within the terms and conditions of the Policy remains at all times with us.

You can contact Insurers through their appointed Coverholder Axis Underwriting Services Pty Ltd by:

- telephone on 03 8660 7000
- by facsimile on 03 8660 7020
- by e-mail at info@axisunderwriting.com.au
- by writing to Axis Underwriting at Level 5, 90 Collins St, Melbourne 3000

What You should read

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

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 12. It tells You about:
    - our Agreement (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 **Sections 1** to **7**);
    - what Excesses You may have to pay (see 'Excesses' on page 8 for guidance);
    - when You are not insured (see General Exclusions and other exclusions under **Sections 1** to **7**);
    - what You and We need to do in relation to claims (see **Sections 1** to **7**);
    - Your and our cancellation rights (see 'Cancelling Your Policy' on page 12).
- any Schedule (refer to the definition of Schedule on page 15) 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.

It is important that these documents are read together carefully and that they are kept in a safe place.

Summary of Cover

The information contained in this table below provides You with a summary of the Covers available under this Policy.

In addition to this, under some Sections of the Policy there are further optional covers or limits that You can select subject to Axis Underwriting agreeing to provide those covers. You should refer to the relevant Section for full details.

You should also read the relevant Section for a full description of the Section Cover together with any relevant limits, specific exclusions and conditions that apply as well as the general conditions and general exclusions contained in this Policy-booklet.

Section	Cover Summary
1. Buildings	This Section covers You against accidental Loss or Damage to Your Building and/or contents which occurs at the site during the Period of Insurance. It also includes optional covers for Floating Floors, Loss of Market Value, Catastrophe Cover and Flood.
2. Public or Legal Liability	This Section covers You against any claim for compensation or expenses that You become legally liable to pay for: a) Personal Injury; or b) Property Damage, happening during the Period of Insurance and caused by an Occurrence in connection with Your Business.
3. Personal Accident	This Section covers death or Injury sustained by any person in the Period of Insurance while engaged as a Volunteer.
4. Fidelity Guarantee	This Section covers You against loss of Funds in the Period of Insurance as a result of theft, embezzlement, misappropriation, conversion or fraud.
5. Machinery Breakdown	This Section Covers the cost to repair or replace machinery and electronic equipment damaged as a result of accidental breakdown.
6. Office Bearers Legal Liability	This Section covers the legal liability of Office Bearers and committee members for wrongful acts they commit including where applicable, reimbursement of the Body Corporate for payments made in respect of such Wrongful Acts. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.
7. Government Audit Costs & Legal Expenses	This Section provides cover for: **Part A** - the cost of professional fees if You are audited by the Australian Tax Office or another government organisation; **Part B** - the cost of appealing against common property health and safety breaches; **Part C** - the cost of defending specific litigation (see page 42) brought against You other than as covered under **Section 2** and **6**. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Significant Benefits & Risks

The information contained in this table below provides You with a summary of the Significant Benefits & Risks available under this Policy.

In addition to this, under some sections of the Policy there are further optional covers or limits that You can select subject to Axis Underwriting agreeing to provide those covers. You should refer to the relevant Section for full details.

Section	Benefits (☑)	Not Covered (☒)
1. Buildings	☑ Architects fees, surveyors fees, other professional fees ☑ Removal, storage and/or disposal of debris ☑ Dismantling, demolishing, shoring up, propping up, underpinning or other temporary repairs ☑ Demolition and disposal of undamaged portion of Your Building in accordance with any order issued by a public or statutory authority ☑ Fees, contributions or imposts for any public or statutory authority to obtain their authority to rebuild ☑ Legal fees incurred in making submissions to any public or statutory authority, building licensing board, or land and environment courts ☑ Loss or Damage to fences and gates as a result of Storm ☑ Loss or Damage caused by Tsunami ☑ Loss or Damage caused by emergency services ☑ Loss or Damage caused by smoke or smut ☑ Emergency repair costs ☑ Cost of temporary protection and safety of Insured Property and residents ☑ Arson, theft, vandalism, malicious damage reward ☑ Fusion of electric motors ☑ Electricity, gas, water and similar charges - excess costs ☑ Electricity, gas, water and similar charges - unauthorised use ☑ Environmental Improvements ☑ Exploratory costs, replacement or defective parts ☑ Removal or disposal of fallen trees or branches ☑ Fire extinguishing ☑ Keys and locks replacement ☑ Meeting room hire ☑ Loss of money ☑ Mortgage discharge	☒ Loss or Damage caused by non-rectification of an Insured Property defect, error or omission ☒ Loss or Damage caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair ☒ Cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain

Significant Benefits & Risks (continued)

Section	Benefits (☑)	Not Covered (☒)
1. Buildings	☑ Modifications to property to cater for physical needs of Lot Owner as a result of personal injury ☑ Personal property of others ☑ Purchaser's interest ☑ Rewriting or reconstructing records ☑ Removal, storage costs - Property ☑ Removal of illegally deposited rubbish ☑ Removal of water from basement ☑ Loss of rent ☑ Temporary accommodation ☑ Emergency accommodation ☑ Cost of reletting ☑ Landscaping ☑ Removal of squatters ☑ Title deeds ☑ Funeral expenses ☑ Travel costs ☑ Boarding pets, security dogs (per Lot) ☑ Claims preparation costs ☑ Optional covers including, Floating Floors, Loss of Market value, Catastrophe Cover and Flood	
2. Public or Legal Liability	☑ Personal Injury ☑ Property Damage ☑ Car park liability ☑ Fertiliser, pesticide, herbicide application ☑ Services ☑ Watercraft ☑ Wheelchairs, garden equipment, Other vehicles ☑ Cost of defending a claim ☑ Court appearance	☒ Liability imposed by the provisions of any workers compensation, accident compensation or similar legislation ☒ Personal injury or Property Damage caused by animals on Your Common Area ☒ Fines or penalties or for punitive, aggravated, exemplary or additional damages imposed
3. Personal Accident	☑ Death ☑ Total loss of sight in both eyes ☑ Total loss of use of both hands or both feet or the use of one hand and one foot ☑ Total loss of use of one hand or foot ☑ Total loss of sight in one eye ☑ Total disablement from engaging in weekly profession, business or occupation ☑ Partial disablement from engaging in weekly profession, business or occupation ☑ Cost of burial or cremation	☒ Compensation for intentional self-injury or suicide ☒ Cover for children under the age of 12 ☒ Compensation where the claim arises out of the Volunteer being under the influence of alcohol or any other drug

Significant Benefits & Risks (continued)

Section	Benefits (☑)	Not Covered (☒)
	☑ The costs of hiring or employing domestic assistance in the Event a Volunteer is totally disabled from performing profession, business or occupation or usual household duties ☑ Travel expenses incurred at the time of or subsequent to bodily injury ☑ The cost of home tutorial expenses if the Volunteer is a student and is totally disabled	
4. Fidelity Guarantee	☑ Fraudulent misappropriation of Your funds ☑ External audit costs in supporting a valid claim ☑ Continuous cover	☒ No cover is provided unless We are notified within 90 days of You discovering the fraudulent misappropriation of Your funds
5. Machinery Breakdown	☑ Breakdown of electrical, electronic and mechanical plant and machinery ☑ Hiring of temporary replacement item	☒ Damage caused by Wear and Tear ☒ Cost of any alterations, additions, improvements, modifications or overhauls
6. Office Bearers Legal Liability	☑ Legal liability of office bearers for any wrongful act they commit ☑ Defence Costs ☑ Continuous cover	☒ Claims resulting from any dishonest, fraudulent, criminal act or omission
7. Government Audit Costs & Legal Expenses	☑ Government audit costs ☑ Record keeping audit ☑ Appeal expenses-common property, health and safety breaches ☑ Legal defence expenses	☒ No cover when audit notification occurred prior to commencement of cover ☒ No cover when there is a failure to lodge returns or documents on time or properly ☒ Fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar

Cooling Off Period

We will refund the entire premium paid for cover under this insurance Policy if You cancel the Policy within 21 days of its commencement. To do this, You must advise Us in writing and return the Schedule to Axis Underwriting Services Pty Ltd. You will not receive a refund if You have made a claim under the insurance Policy.

Even after this cooling off period ends You still have cancellation rights. Further details about these rights can be obtained in the 'Cancelling Your Policy' section.

Duty of Disclosure

Before You enter into a contract of insurance, You have a duty under the Insurance Contracts Act 1984 (Cth)(ICA) to disclose anything that You know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA)(Consumer Contracts) to take all reasonable care to disclose anything that you know, or could reasonably be expected to know, that may affect Our decision to insure you and on what terms. You have that duty after application, and up until the time We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate a contract of insurance.

Your do not need to tell Us anything that:

- reduces the risk that is insured;
- is of common knowledge; or
- that We know or, in the ordinary course of Our business as an Insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

If you are uncertain about whether or not a particular matter should be disclosed to Us, please contact Us.

Non-disclosure

If You fail to take reasonable care in disclosing information to Us in the case of Consumer Contracts, or do not tell Us anything You are required to, We may cancel Your contract or reduce the amount that We are required to pay You if You make a claim or both. If Your failure to disclosure is fraudulent, We may refuse to pay a claim and treat the contract as it if never existed.

Monetary Limits

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

Covers for Liability to others, Fidelity Guarantee, Office Bearers Legal Liability, Machinery Breakdown, Government Audit Costs and Legal Expenses insure You up to a set limit of liability which is shown on the Schedule.

You need to make sure You are happy with all of the relevant sum(s) insured and limits. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

For example, if You don't have a sufficient sum insured to replace Your Insured Property at new cost You will bear the shortfall.

Your should factor in the possibility of all possible expenses such as the cost of demolition and removal of debris from the site, the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the sum insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Axis Underwriting of any material 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.

Excesses may apply. See Excesses section below.

Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay each time You make a claim under this insurance Policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections, unless specifically shown otherwise on the Policy Schedule.

An Excess will be applied for each incident where a claim is made.

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

Costs of this insurance

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

- the cover options selected;
- the sum(s) insured selected;
- the address of Your Insured Property;
- Your claims insurance history.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and any applicable administration fee (as shown in Your Schedule).

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

Applying for Cover

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

- the Sums Insured applicable and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Axis Underwriting.

Privacy

Axis Underwriting are committed to complying with privacy laws and protecting Your personal information. By purchasing this product, You agree to:

- the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy;
- the collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your Policy or a claim under this Policy;
- the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- the disclosure of Your personal information to a person, regulatory bodies or other entities if Axis Underwriting are required or permitted to do so by law. If You do not provide the requested personal information Axis Underwriting may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

Axis Underwriting will ensure that Your personal information is accurate, up to-date and complete. You may access personal information Axis Underwriting hold about You by contacting us.

Complaints & Dispute Resolution

There are established procedures for dealing with complaints and disputes regarding your policy or claim. These services are free to all policyholders and may be of assistance, should the need arise.

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please contact us using the details below, and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

Complaints Officer

Axis Underwriting Services Pty Ltd
Level 5 / 90 Collins Street, Melbourne, Victoria 3000
complaints@axisunderwriting.com.au
(03) 8660 7000

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days. Where we are unable to do so, our final decision will be provided to you within 30 calendar days of the date on which you first made the complaint.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint. AFCA's contact details are as follows:

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678
Web: www.afca.org.au
Email: info@afca.org.au

Should you choose to refer your complaint to AFCA, you must do so within 2 years of our final decision.

Insurance Code of Practice

Axis Underwriting is a signatory of the General Insurance Code of Practice and both Axis Underwriting and XL Insurance Company SE fully support its purpose of raising the standards of practice and service in the general insurance industry.

Please contact Your broker if You would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at www.codeofpractice.com.au.

GST

This Policy has a Goods and Services Tax (GST) provision in relation to Premiums and to payments We may make in respect of claims under this Policy.

It may have an impact on how You determine the amount of insurance You need.

It is Your responsibility to ensure that Your Cover is adequate in light of the impact of GST on You. Please contact Your intermediary or seek professional advice if You have any queries about GST and Your insurance.

GST and Your Sums Insured

- If You are not registered for GST the Sum Insured You choose should be GST inclusive.
- If You are registered for GST the Sum Insured that You choose should exclude GST.

GST and Claim Payments to You

In the event of a claim under this Policy:

- if You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- if You are registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

Your Policy contains claims conditions in respect of:

- GST and claim payments for acquisition of goods and services and other supply;
- GST and claim payments for compensation;
- GST and claim payments for legal and other costs; and
- Our limitation for GST payment.

You should read the claims conditions contained in this Policy booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

How to make a claim

You should contact Your broker as soon as reasonably practicable to advise of any incident that could lead to a claim.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us to inspect Your Insured Property and take possession of any damaged item;
- take reasonable steps to reduce the Loss or Damage 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;
- not dispose of any damaged items without first obtaining approval from Us, which will not be unreasonably withheld; and
- not get repairs done, except for essential temporary repairs, until We give You authority (which will not be unreasonably withheld) and subject to Our right to choose the repairer or supplier.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

Financial Claims Scheme

This Policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. If the FCS applies, a person who is entitled to make a claim under this Policy may be entitled to a payment under the FCS, which is administered by APRA. Access to the FCS is subject to eligibility criteria. You may obtain more information about the FCS from www.fcs.gov.au and the Australian Prudential Regulation Authority (APRA) hotline on 1300 55 88 49.

Updating the PDS

The information in this PDS was current at the date of preparation. We may from time to time update some of the information in the PDS. If, due to any material changes it becomes necessary, We will issue a Supplementary PDS (SPDS) or replacement PDS.

You can obtain a copy of any updated information by contacting Your insurance broker.

Policy Wording

Important Information

Our Agreement

Subject to all of the terms and conditions contained in Your Policy document and payment of the Premium, We will provide You with the cover shown in the relevant cover sections of Your Policy document up to the appropriate Sum Insured or Limit of Liability shown in Your Schedule or other limits shown in Your Policy.

You must disclose all previous claims

You are asked at the time You take out this insurance and when you renew, extend, vary or reinstate this insurance to give Us full and correct details concerning any:

- renewal or insurance Policy declined, cancelled or refused, or where any additional Excess was imposed;
- claims made by You relating to this class of property and insurance because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

- charge You an additional premium;
- impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- decline to insure You;
- refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

Adjustments on renewal

We will send You a renewal Schedule at least fourteen (14) days before Your Policy expires detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and, where necessary, seek the advice of a building professional to ensure that the Building Sum Insured is adequate to cover the costs of reinstating Your building should damage occur at any time during the next Period of Insurance. You should promptly advise Your insurance broker if You wish to vary any of the limits.

Cancelling Your Policy

a) You may cancel all or part of this Policy at any time by giving Us notice in writing.

b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* and We will always tell You of this in writing.

c) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less an administration fee equal to 10% of the annual premium and any non-refundable Government charges and any component of the Premium relating to levies where applicable.

d) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

General Definitions

The following Definitions shall apply to these words when used in Your Policy, unless otherwise defined in the individual cover sections.

Act of Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of a State or Territory applying 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 *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of a State or Territory applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit.

Computer Virus

means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence (settlement of newly made up ground or settlement caused by the bedding down of new structures), or collapse.

Electronic Data

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

Endorsement

means a written alteration to the terms, conditions and limitations of this Policy whether issued by Us as a separate document or shown on 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 Loss or Damage, or a series of Loss or Damage happening from that one Event, that is claimable under this Policy.

Excess

means the amount You must pay as a contribution towards a claim. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means laminated, engineered, 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.

Insured Property

a) Building

Building means:

Building or buildings as defined by the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or Territory applying where Your Building is situated, including:

i) outbuildings;
ii) fixtures and structural improvements other than Floating Floors and carpets;
iii) tennis courts, in-ground swimming pools and spas;
iv) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) but only where these 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) Fixed or built-in plant, equipment and appliances.

b) Common Area Contents

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

(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, birds, animals or fish unless contained in a fish tank for decorative purposes;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under **Special Benefit 24** of **Section 1**;
- 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 22** of **Section 1**; and
- Temporary wall, floor and ceiling coverings within a Lot/Unit;
- Mobile or fixed air-conditioning units servicing an individual Lot/Unit.

Where anything in this definition of 'Insured Property' is contrary to the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or Territory applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation 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.

Loss or Damage

means direct physical loss of, destruction of, or damage to Insured Property from any sudden and accidental cause not otherwise excluded by this Policy, with Lost or Damaged having a corresponding meaning.

Lot/Unit

means an area shown on a plan as a lot or unit in terms of the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or Territory applying where Your Insured Property is situated.

Lot Owners, Lot Owners'

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 *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or territory applying where Your Insured Property is situated.

Lot Owners' Contents

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

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

b) computers, electronic and electrical equipment, garden equipment;

c) Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

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 Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management*

Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA) or similar legislation of an State or Territory applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot/ Unit is not included unless otherwise specifically provided by this Policy.

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 4 pm on the day of expiry. The expiry date is shown on the Schedule.

Policy

means Your insurance contract which consists of this Policy wording , the information You supplied in Your application, the Schedule and any issued Endorsements We issue to You attaching to or contained within those documents.

Premium

means any amount We require You to pay under the Policy and includes Government charges.

Rainwater

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

Rent

means, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a tenant or lessee) that applied immediately prior to Loss or Damage, to any Lot/Unit or part of Your Common Area leased to a tenant.

Replacement

means:

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

Schedule

means Your most recent Schedule of insurance. We give You this Schedule when You first buy this insurance and each time You request an addition, alteration or renewal. The Schedule of insurance forms part of Your Policy.

Situation

means the land at the address(es) shown on 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 an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

Sum Insured, Limit of Liability

means the amount shown on the Schedule for the Policies We have agreed to cover and is the maximum amount We will pay, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Policies during the Period of Insurance, unless otherwise stated in a Policy.

Temporary Accommodation

means, an amount of money for temporary accommodation 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 happening of Loss or Damage, to any Lot/Unit occupied by the Lot Owner.

Tenant

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

Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Unoccupied

means any building not occupied for its usual purpose, and shall include buildings that are empty, untenanted or no longer in active use.

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.

Volunteer

means a person who does voluntary unpaid work organised by and at the direction of the Body Corporate or Body Corporate Manager without promise of reward or remuneration. Volunteer does not mean employees, contractors or any person who receives a payment, reward or any form of remuneration for voluntary work.

Watercraft

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

Wear, Tear

means damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us, the Insurer

means the Underwriters shown on the **Schedule**.

You, Your, Yours

means:

a) in respect of **Sections 1**:

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, 3, 4, 5, 7, 8, 9, 10, 14, 20, 22, 23, 25, 27, 28, 33** and **34** of **Section 1**;

b) in respect of **Section 2**:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

i) the interest therein of Members;
ii) the organisers of recreational activities in respect of **Extra Benefit 5** of **Section 2**;
iii) a Volunteer whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.

c) in respect of **Section 3**:

a Volunteer 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 **Section 4, 5, and 7**:

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

e) in respect of **Section 6**:

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

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

You must advise Us as soon as reasonably practicable of any material 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 Loss or 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) Excess

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

With the exception of the Earthquake Excess of **Section 1**, 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 amount payable by You as an Excess shall not apply in reduction of any Sum Insured, Limit of Liability or any other policy limit.

4) Joint insured's

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 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:

a) shall not be prejudicial to the rights and entitlements of the other insured party(ies); provided that
b) 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.

5) 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 **Sections 6** and **7**;
d) to **Special Benefits 15** and **32** of **Section 1**;
e) to **Optional Cover 3 'Catastrophe Cover'** of **Section 1.**

6) Unoccupied Property

If the property is totally Unoccupied for a period of more than 90 consecutive days, You must tell Us in writing and obtain our written agreement for cover to continue beyond that period. If You do not do so, the cover under Your Policy is limited to damage caused by lightning, thunderbolt, impact and earthquake for the period in excess of 90 consecutive days during which You have left the property totally Unoccupied. The period of 90 consecutive days is calculated from the date when the property was last occupied, regardless of the commencement or renewal of Your Policy.

7) Claims Procedures

a) If there is any incident, loss, damage, occurrence, Event, accident or injury, which may give rise to a claim under this Policy, You must:

   i) take reasonable precautions to prevent further loss, damage or liability;
   ii) notify the police as soon as reasonably practicable if any of Your property is lost, stolen, or maliciously or intentionally damaged;
   iii) notify Us in writing as soon as reasonably practicable. Specific notification requirements apply to the Fidelity Guarantee cover section. Please refer to page 35 as appropriate;
   iv) supply Us with all information We reasonably require to investigate, settle or defend the claim;
   v) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.
   vi) not arrange replacement of any property in connection with any claim without our consent (consent will not be unreasonably withheld); and

vii) not admit liability if an incident occurs which is likely to result in someone claiming against You and for which We insure You, without our prior written consent (consent shall not be unreasonably withheld);

viii) not offer or negotiate to pay a claim;

ix) not dispose of any damaged items without first seeking Our approval (approval shall not be unreasonably withheld).

b) We have the right to negotiate, defend or settle in Your name and on Your behalf any claim and will have full discretion in the conduct of any proceedings or in the settlement of any claim. We will have regard to Your interests and act reasonably.

c) We may deny part or all of Your claim if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act to the Police for further investigation.

d) We are entitled to any salvage value on recovered items and damaged items that have been replaced.

Where a claim covered under this Policy is also insured elsewhere we may exercise Our right to seek contribution from the other insurer or insurers.

8) Cancelling Your Policy

a) You may cancel all or part of this Policy at any time by giving Us notice in writing.

b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* and We will always tell You of this in writing.

c) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less an administration fee equal to 10% of the annual premium and any non-refundable Government charges and any component of the Premium relating to levies where applicable.

d) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

General Exclusions

These General Exclusions apply to all cover sections within the Policy. However, each cover section also has specific Exclusions to the cover offered under that cover section and those Exclusions should be read in addition to the ones below.

None of the cover sections provide cover for loss, damage, destruction, legal liability, injury or liability directly or indirectly caused by, arising from or as a result of, or in connection with:

1) Act of Terrorism

Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

2) Radioactive Contamination

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

e) any chemical, biological, bio-chemical, or electromagnetic weapon.

3) Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4) Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

5) Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

6) War

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) Micro-Organism Exclusion

Any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature, or description.

This exclusion applies regardless whether there is

(i) any physical loss or damage to insured property;

(ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;

(iii) any loss of use, occupancy, or functionality; or

(iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

8) Communicable Disease

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

In this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

e) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

f) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

g) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

9) Digital Assets

All blockchain-based digital assets such as cryptocurrency(ies), Crypto assets, cryptographic tokens and non-fungible tokens.

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

10) Transmission & Distribution Lines

All overhead transmission and distribution lines including wire, cables, poles, pylons, standards, towers, or other supporting structures which may be attendant to the transmission or distribution of electrical power, telecommunications, or any other communications signals.

This exclusion applies to the aforementioned equipment which is located beyond a radius of 300 metres (or 1000 feet) of an insured location.

Section 1 – Buildings

What is covered

We insure You up to the Sum Insured shown on the Schedule for **Section 1**, against accidental Loss or Damage to Your Insured Property which occurs during the Period of Insurance.

Extra Benefits

When Your Sum Insured under **Section 1** is not otherwise expended in respect of any one Event We will pay for:

1) Architects and professional fees, removal of debris and temporary protection

a) the cost of architects fees, surveyors fees and other professional fees, excluding legal costs;

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, make safe works, and 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;

You reasonably and necessarily incur in the Replacement of Your Insured Property as a result of Loss or Damage that is admitted as a claim under **Section 1**.

2) Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than $7,500 unless You first obtain Our written consent (consent shall not be unreasonably withheld) prior to You incurring costs in excess of this amount.

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 as a result of Loss or Damage that is admitted as a claim under **Section 1**, but We will not pay for any fine or penalty imposed by any such Authority.

4) Legal and professional fees

Legal and other professional fees excluding legal defence costs You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board or the equivalent organisation in the relevant State or Territory, or Land and Environment Courts or the equivalent organisation in the relevant State or Territory as a result of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1.**

5) Storm damage to gates and fences

Loss or Damage to gates and fences as a result of Storm, but We will not pay:

a) if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;

b) unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced.

6) Temporary protection

Reasonable cost of temporary protection and safety of Your Insured Property and resident persons You necessarily incur as a result of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

We will not pay more than $5,000 unless You first obtain Our written consent (consent shall not be unreasonably withheld) prior to You incurring costs in excess of this amount.

7) Tsunami damage

Loss or Damage to Your Insured Property caused by a Tsunami.

8) Welfare concern

Loss or 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.

Special Benefits

Special Benefits are payable in addition to Your Sum Insured for **Section 1**.

1) Temporary accommodation

When a Lot Owner occupies their Lot/Unit We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot/Unit is made unfit to be occupied for its intended purpose by:

a) Loss or Damage that is admitted as a claim under **Section 1**; or

b) reasonable access to or occupancy of their Lot/Unit is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property within 100m of the Insured Property.

We will pay:

- under 1) a) from the time of the Event the subject of the claim admitted under Section 1 until the time their Lot/Unit is made fit to occupy for its intended purpose; or
- if Your Insured Property is not made fit to occupy for its intended purpose, for the time it would have reasonably taken to make their Lot/Unit fit to occupy for its intended purpose up to a maximum of thirty six (36) months; and
- under 1) b) from the time of the Event until the time when access to their Lot/Unit is re-established up to a maximum of three (3) months.

2) 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 by:

a) Loss or Damage that is admitted as a claim under **Section 1**; or

b) reasonable access to or occupancy of the Common Area or Lot/Unit is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property within 100m of the Insured Property.

We will pay:

- under 2) a) from the time of the Event the subject of the claim admitted under Section 1 until Your Lot/Unit or Common Area is made fit to occupy for its intended purpose. We will also pay until Your Lot/Unit is re-let provided You have taken all reasonable actions to obtain a new Tenant. The maximum period We will pay for under this benefit 2)a) is 2 months from the date that the date that Your Lot/Unit or Common Area was made fit to occupy for its intended purpose; or
- if Your Insured Property is not made fit to occupy for its intended purpose, for the time it would have reasonably taken to make Your Common Area or Lot/Unit fit to occupy for its intended purpose up to a maximum of thirty six (36) months; and
- under 2) b) from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established up to a maximum of three (3) months.

3) Vermin, Pests or Defective Sanitary Arrangements; Murder or Suicide

We will pay for:

- the cost of Temporary Accommodation You necessarily incur;
- the Rent You lose;

if You are not permitted to occupy Your Lot/Unit or Common Area by compulsory closure of the whole or part of Your Situation by order of a competent public authority authorised to prevent or restrict access to Your Situation, directly arising solely from:

a) the discovery of vermin or pests at Your Situation;

b) an accident at Your Situation causing a defect in the drains or other sanitary arrangements at Your Situation;

or

c) murder or suicide occurring at Your Situation,

For the purposes of this extension, Your Situation shall mean the Insured Property as detailed in the Schedule and shall exclude any extension to the definition of Insured Property under any extensions or memoranda to the policy.

No cover is provided under this extension for any claim, loss, cost or expense of whatever nature:

i. arising from any fear or threat (whether actual or perceived) of any of the circumstances listed in (a) to (c) above; or

ii. directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the circumstances listed in (a) to (c) above, including but not limited to any costs incurred in the cleaning, decontamination, disinfecting, repair, replacement, recall or checking of any property.

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.

Our liability under this cover shall not exceed $100,000 any one claim, in the annual aggregate.

4) Failure of supply services

We will pay for:

a) the cost of Temporary Accommodation You necessarily incur;

b) 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 Loss or Damage by an Event claimable under **Section 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 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.

5) 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 by:

a) Loss or Damage that is admitted as a claim under **Section 1**; and
b) Your tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/ Unit or Common Area they previously leased.

6) 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 from the time of the Event until the time when access to Your meeting room facilities are re-established by:

a) Loss or Damage that is admitted as a claim under **Section 1**.

7) Lot Owners' contributions and fees

We will pay, up to $2,000 a 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 by Loss or Damage to Your Insured property that is admitted as a claim under **Section 1**.

8) Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

a) removing undamaged Lot Owners' Contents to the nearest place of safe keeping;
b) storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;
c) returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;
d) insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes the Lot/Unit unfit to be occupied for its intended purpose.

9) 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 by:

a) Loss or Damage that is admitted as a claim under **Section 1**, pay up to $250 a 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 (which consent shall not be unreasonably withheld) to incur such travel costs.

The combined total amount We will pay under **Special Benefits 1 to 9** arising out of any one Event that is admitted as a claim under **Section 1** is limited to fifteen percent (15%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

10) Emergency accommodation

When You occupy Your Lot/Unit for residential purposes We will pay up to $2,000 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 by:

a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or

b) reasonable access to or occupancy of Your Lot/ Unit being prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property within 100m of the Insured Property.

11) Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will pay up to $250,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 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;
c) if requested pay any extra premium We may charge.

We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

12) Arson reward

We will pay a reward of up to $10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1.**

We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

13) Electric motors

We will pay for the cost of repairing or replacing an electric motor forming part of Your Insured Property which has been burnt out by electric current.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

a) motors under a guarantee or warranty or maintenance agreement;
b) motors with an output in excess of five (5) kilowatts;
c) other parts of any electrical appliance nor for any software;
d) lighting or heating elements, fuses, protective devices or switches;
e) contact at which sparking or arcing occurs in ordinary working.

14) Electricity, gas, water and similar charges – excess costs

We will pay up to $2,000 for the cost of:

a) increased usage of metered electricity, gas, sewerage, oil and water;
b) accidental discharge of metered electricity, gas, sewerage, oil and water;
c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event that is admitted as a claim under **Section 1**.

15) 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 immediately You become aware of it.

16) Environmental improvements

If Your Insured Property is:

a) damaged by an Event claimable under **Section 1**; and
b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1,** also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

17) Exploratory costs

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, Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

We will not pay for any of these costs referred to below if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

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.

18) Fallen trees

We will pay up to $5,000 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Loss or Damage to Your Insured Property or landscaped gardens.

We will not pay for removal or disposal of:

a) trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens;
b) tree stumps or roots or treatment thereof unless the tree has caused Loss or Damage to Your Insured Property.

19) Fire extinguishing and Fire Authority Charges

We will pay for the reasonable costs and expenses necessarily incurred by You:

a) in extinguishing a fire at Your Situation, or in the neighbouring 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) in replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
c) in shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment; or
d) for the attendance of a fire brigade or other relevant authority to deal with a chemical or environmental emergency affecting the Property Insured.

20) 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 Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

21) 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 key holder; 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.

22) Landscaping

We will pay up to $30,000 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 **Section 1**.

23) 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 Loss or Damage to Your Insured Property that is admitted as a claim under **Section 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.

24) 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.

25) 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 amount due under **Section 1**.

26) Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) which are lost or damaged by an Event claimable under **Section 1** while in Your physical or legal control.

27) 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 Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** and Temporary Accommodation does not allow pets or security dogs.

28) Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

29) 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 and valuable papers directly related to Your Insured Property which are lost or damaged by an Event claimable under **Section 1,** while anywhere in Australia.

30) Removal of illegally deposited rubbish

We will pay up to $5,000 in any one Period of Insurance for the reasonable costs and expenses incurred by You for the clearing and removal of any property illegally deposited at Your premises. To be eligible to claim for this benefit You must first inform Us and obtain our approval (approval shall not be unreasonably withheld) and have reported the matter to the appropriate authorities such as police or local council within a reasonable time.

31) Removal, storage costs

We will pay up to $10,000 for the reasonable costs You necessarily incur in:

a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

b) storing such undamaged portion at that place or an equivalent alternate place;

c) returning such undamaged portion to the Situation when restoration work is completed;

d) insuring Your undamaged Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1.**

32) 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 (which consent shall not be unreasonably withheld) to incur such legal fees.

33) 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 they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

34) Unit/Lot Owners Fixtures and Improvements

We will pay up to $300,000 per Lot/Unit per incident to reinstate, repair or replace Lot/Unit Owners Fixtures and Improvements that are lost or damaged as a result of an Event claimable under **Section 1**.

We will not pay for the cost to:

a) replace undamaged Lot Owners' Fixtures and Improvements;

b) replace or repair illegal installations.

35) 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 under croft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater; or by Flood if shown as Insured in the Policy Schedule.

We will not pay if the inundation is caused by any other Event that is not claimable under **Section 1**.

Optional Covers

The following Optional Covers are operative when they have been paid for and included on Your Schedule.

1) Floating Floors

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under **Section 1**.

2) Loss of Lot/Unit Market Value

If during the Period of Insurance Your Property Insured suffers Loss or Damage by an Event claimable under **Section 1**, and permission to rebuild is limited and or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority, We will if the Loss or Damage results in:

a) a total loss or constructive total loss of Your Property Insured and Your Body Corporate Title and all Lot/Unit Titles are terminated; or

b) a partial loss resulting in some but not all Lot/ Unit Titles being terminated;

pay You the difference between:

i) the Market Value of the Lot(s)/Unit(s) immediately prior to the Loss or Damage occurring; and

ii) the amount calculated on the percentage that the Lot(s)/Units(s) entitlement bears to the total Body Corporate entitlement in respect of:

- the Sum Insured for **Section 1** on the basis of Agreed Value; and

- the Market Value of the Body Corporate land following Loss.

The total amount We will pay for all Lot(s)/Unit(s) shall not exceed the Sum Insured shown on the Schedule for Optional Cover - Loss of Lot/Unit Market Value.

3) Catastrophe Cover

We will increase the Sum insured for your Building by the amount shown on the Schedule for cover against the unforseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:

a) due to a Catastrophe; or

b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and

c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

4) Flood

During the Period of Insurance and subject to the Definitions, Conditions, limits and Exclusions outlined within the Policy, We will pay for Loss or Damage to Insured Property under **Section 1** resulting from Flood.

What is not covered

1) We will not pay for Loss or Damage:

a) caused by Flood unless shown as Insured in the Policy Schedule;

b) to retaining walls resulting from, Storm or Rainwater; or by Flood, unless shown as Insured in the Policy Schedule.

c) caused by moths, termites or other insects, vermin, mice, rats, rust or oxidisation, mildew mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;

d) caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;

e) caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.

However We will pay if any of the causes (listed in subsections c) to e) above) directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

f) caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.

g) caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.

However We will pay if the Loss or Damage is due to:

i) Fusion of electric motors as covered under **Special Benefit 13**;

ii) lightning;

iii) power surge when such Event is confirmed by the supply authority; or

iv) resulting damage by fire.

h) caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.

However We will pay if the Loss or Damage occurs in consequence of a named Cyclone or Tsunami.

i) caused by vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property, Erosion or Earth Movement.

However We will pay if the Loss or Damage is due to:

i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;

ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;

iii) rainwater where the Damage occurs within 72 hours of a Storm.

j) caused by underground (hydrostatic) water.

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

k) caused by 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.

l) caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.

m) caused by smut or smoke from industrial operations.

However We will pay if such Loss or Damage is sudden or unforeseen.

n) due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in Buildings, foundations / footings, walls,

bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.

o) to water in swimming pools, spas or water tanks.

p) to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.

q) to carpets and other floor coverings resulting from staining, fading or fraying.

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.

r) to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

s) to Your Insured Property if it is vacant and undergoing demolition unless Our written consent (consent shall not be unreasonably withheld) to continue cover has been obtained before the commencement of demolition.

t) to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $250,000 unless Our written consent (consent shall not be unreasonably withheld) to continue cover has been obtained before the commencement of such work.

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

2) We will not pay for:

a) demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;

b) the cost of rectifying faulty or defective materials or faulty or defective workmanship;

c) consequential loss, loss of use or Depreciation other than as specifically provided under **Extra Benefits, Special Benefits or Optional Covers**.

d) the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

3) For any:

1.1 **Cyber Loss**, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this Policy excludes any amount pertaining to the value of such **Data**, to be the Insured or any other party, even if such **Data** cannot be recreated, gathered or assembled.

4. In the event any portion of clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This clause supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

How we settle claims

1) Replacement

If Your Insured Property is Lost or Damaged, We may either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair. We will act reasonably.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;

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 modern equivalent available to the original materials;

c) if it is lawful, and with Our prior written consent (which consent shall not be unreasonably withheld), You will not be required to actually rebuild any Building destroyed but may purchase an alternative existing Building or part thereof to replace all or part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any additional building costs that result from that delay;

e) when We wish to rebuild, 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) rebuild or replace Your undamaged Insured Property;

(ii) rebuild, replace or repair illegal installations.

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2) Undamaged part of Insured Property, foundations and footings

If Your Insured Property is Lost or 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 Lost or Damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4) Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

Special Provisions

1) Under Clauses 2), 3) and 4) of **"How we settle claims"** Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise exhausted.

Any differences relating to values may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if We so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special Conditions

a) Professional fees

We will pay up to $50,000 for the reasonable cost of professional fees and other expenses, excluding legal fees, You necessarily incur with Our written consent (which consent shall not be unreasonably withheld) in the preparation of a claim under Section 1 and when applicable Section 7.

b) Earthquake Excess

Your Excess will be increased by $250 for any claim for Damage arising from an earthquake. This Damage must occur within 72 hours of the earthquake.

c) Alterations / Additions

Under Special Benefit 11 We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have not effected, insurance that insures material damage and liability risks.

Special Definitions

The words listed below have been given a specific meaning and apply to Section 1 when they begin with a capital letter.

Agreed Value

means the Sum Insured shown on Your Schedule for Section 1 at the time of Loss or Damage that results in all or some Lot/Unit titles being terminated.

Catastrophe

means an Event that 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.

Cyber Loss

means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

means

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Data Processing Media

means any property insured by this Policy on which Data can be stored but not the Data itself.

Section 2 – Public or Legal Liability

What is covered

We insure You up to the Limit of Liability shown on the Schedule for **Section 2** if You become legally responsible to pay compensation for:

- Personal Injury; or
- Property Damage;

resulting from an Occurrence in connection with:

- Your Business; or
- an operative **Extra Benefit;**

that happens during the Period of Insurance.

Extra Benefits

We will pay up to the Limit of Liability 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 Your Common Area or Insured Property.

We will not pay:

a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
b) for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

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.

7) Watercraft

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if 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.

Special Benefits

1) Cost of defending a claim

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 consent shall not be unreasonably withheld) at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under **Section 2**;
c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown on the Schedule for **Section 2**.

2) Court appearance

We will pay compensation of $250 per day if We require an Office Bearer, Committee Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under **Section 2**.

What is not covered

We will not pay for any claim or claims:

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 an operative **Extra Benefit** of **Section 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 **Section 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 an operative **Extra Benefit** of **Section 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 consent shall not be unreasonably withheld) to continue cover before commencement of such works.

9) Arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.

10) Arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

a) liability assumed by You under any contract or lease of real or personal property.

b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business 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.

15) For Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from exposure to asbestos or materials containing asbestos.

16) Any legal liability of whatsoever nature or pay any amounts of whatsoever nature directly or indirectly caused or contributed to, by or arising from Abuse.

For the purposes of this Endorsement, the following definitions shall be added to this Policy:

"Abuse" means:

(i) abuse or molestation or bullying (whether physical or verbal);

(ii) criminal acts or improper behaviour or gross misconduct involving sexual activity or sexual abuse or molestation or sexual exploitation.

We will not indemnify any individual convicted of any criminal act in respect of any civil suit or action or Claim arising in connection with such criminal act.

"Claim" shall mean any suit or action brought by an abused individual (notwithstanding the number of occurrences or incidents alleged to have taken place).

Subject otherwise to the terms, Conditions and Exclusions of this Policy.

17) In respect of:

17.1 loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

17.1.2 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; OR

17.1.3 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data,

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the following provisions:

Subject to all the terms, conditions and exclusions contained in this Policy or any endorsement thereto, exclusion 17.1 of shall not apply in respect of any actual or alleged liability for and/or arising out of:

(a) any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease);

(b) or any ensuing physical damage to or destruction of tangible third party property,

resulting from or arising out of a **Cyber Incident** OR **Cyber Act**.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

Special Definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Business

means, the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

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.

Cyber Loss

means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

means

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Section 3 – Personal Accident

What is covered

We will pay to a Volunteer, or that person's estate, the compensation detailed in **Section 3** in the event of that Volunteer sustaining bodily injury:

a) whilst voluntarily engaged in work on Your behalf; and
b) caused solely and directly by violent, accidental, external and visible means; and
c) which, independently of any other cause results in the following insured Events.

Events

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:
   i) a weekly benefit of **$1,000**
   or
   ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than $1,000 per week - the amount of such remuneration up to a maximum per week of **$2,000**

b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:
   i) a weekly benefit of **$500**
   or
   ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than $500 per week - the amount of such reduction up to a maximum per week of **$1,000**

Extra Benefits

If We agree to pay a claim under **Section 3** and We have agreed in writing, We will also pay for:

1) The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Volunteer is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of total disablement a weekly benefit not exceeding **$500**

2) The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding **$2,000**

3) The reasonable cost of home tutorial expenses if the Volunteer is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding **$250**

4) The reasonable cost of burial or cremation of a Volunteer following a claim payable under **Event 1** – a benefit not exceeding **$5,000**

What is not covered

1) We will not pay:

a) for more than one of Events 6a and 6b in respect of the same period of time;
b) under Event 6a and Event 6b in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
c) under Event 6a and Event 6b in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;
d) under Extra Benefit 1 and 3 in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;
e) in respect of children under the age of 12 years;
f) unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;
g) unless an injured Volunteer will, as soon as reasonably practicable after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
h) for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;
i) for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the *Health Insurance Act, 1973.*

2) We will not pay compensation in respect of claims arising out of:

a) intentional self-injury or suicide, or any attempt 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) a Volunteer being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.

Special Conditions

1) If a Volunteer becomes entitled to compensation under more than one of the Events 1 to 5 in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1.

2) After the occurrence of any one of the Events 2 to 5 there will be no further liability under **Section 3** for these Events in respect of the same Volunteer.

3) In the event of a claim involving the death of a Volunteer We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.

Special Definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means partial disablement which entirely prevents a Volunteer from carrying out the normal duties of their usual occupation, profession or business or, where they are engaged in more than one occupation, profession or business, any of them.

Total Disablement

means total disablement which entirely prevents a Volunteer from carrying out all of the normal duties of their usual occupation, profession or business or, where they are engaged in more than one occupation, profession or business, all of them.

Section 4 – Fidelity Guarantee

What is covered

We will, up to the Sum Insured stated on the Schedule, indemnify You in respect of fraudulent misappropriation of Your funds committed during the Period of Insurance.

Extra Benefit

We will pay up to:

1) $5,000 for the cost of fees payable to external auditors (to be mutually agreed) that are reasonably and necessarily incurred to support a valid claim.

What is not covered

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 **Section 4**;

4) any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 4**, or any renewal thereof.

5) any claims arising out of losses payable under this section unless We are notified in writing by You within 90 days of You discovering the fraudulent misappropriation of Your funds.

Special Condition

Continuity of cover

If this cover under **Section 4** has been taken up in substitution for any prior fidelity coverage held by You with any other insurer and cover under this Policy commences immediately after the prior Policy ends, then **Section 4** extends to cover any fraudulent misappropriation of Your Funds discovered during the Period of Insurance where such loss is not covered by the previous Policy solely because it was not discovered during the currency of the prior Policy or any applicable extended reporting period.

Provided that:

a) the amount of the loss shall form part of and will not be in addition to the Sum Insured;

b) the property lost would have been covered under this **Section 4** had this been in force when the fraudulent misappropriation causing the loss was committed; and

c) after allowing for any variation in the levels of Excess, We will pay the lesser of:

   i) the amount which would have been payable under the prior Policy if that Policy had continued in force or had applied at the date of discovery of the fraudulent misappropriation; or

   ii) the Sum Insured at the date of substitution.

Special Definition

The word listed below has been given a specific meaning and applies to **Section 4** when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Section 5 – Machinery Breakdown

What is covered

We insure You 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:

a) be calculated in accordance with the clause herein titled **'How we settle claims'**;

b) be subject to the application of any Excess shown on the Schedule; and

c) not exceed the Sum Insured stated on the Schedule.

Extra Benefits

Extra Benefits are included when Your Sum Insured under **Section 5** 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.

What is not covered

We will not pay for:

1) Damage caused by:

a) Wear and Tear of plant or property as a result of its normal operation;

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 other than that which is specifically stated.

4) Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.

5) Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.

6) Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.

7) Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts

8) the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

9) 1. Any:

1.1 **Cyber Loss**, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**.

If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this Policy excludes any amount pertaining to the value of such **Data**, to be the Insured or any other party, even if such **Data** cannot be recreated, gathered or assembled.

4. In the event any portion of clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This clause supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

How we settle claims

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 5 when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or 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 **Section 1**; or

b) which is not claimable under **Section 6**.

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.

Cyber Loss
means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act
means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident
means

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System
means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Data
means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Data Processing Media
means any property insured by this Policy on which Data can be stored but not the Data itself.

Section 6 – Office Bearers Legal Liability

This Office Bearers Legal Liability cover is issued on a Claims made basis. This means **Section 6** only responds to Claims first made against You during the Policy year and notified to Us during that Policy year.

What is covered

We will, subject to any Excess specified on 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) against Your Body Corporate Manager/Agent while acting as an Office Bearer; during the Policy year; and

b) reported to Us during the Policy year.

Provided that Claims which do not comply with all of a) and b) of this insuring clause are not, other than as provided under **Extra Benefit 2** of **Section 6**, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under **Section 6** will not in the aggregate exceed the Limit of Liability stated on the Schedule, inclusive of claimant's costs and expenses and Defence Costs incurred by Us, during the currency of any one annual Policy year.

Extra Benefits

1) Payment of defence costs

We agree that in relation to any Claim under **Section 6**:

a) where indemnity has been confirmed by Us in writing, We will pay **Defence Costs** arising from such Claim;

b) where indemnity has not been confirmed by Us in writing, We will:

i) where We elect to conduct the defence or settlement of such Claim, pay **Defence Costs** arising from such Claim; or

ii) in any other case, We may at Our discretion pay the **Defence Costs** arising from such Claim. We will act reasonably.

Provided always that in the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied, We will cease to advance **Defence Costs** and You will refund any **Defence Costs** advanced by Us to the extent that We are satisfied that You were not entitled to such **Defence Costs**, unless We agree in writing to waive recovery of such **Defence Costs**.

2) Continuous cover

We agree that should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Policy year of **Section 6** or under an earlier Office Bearers Legal Liability Insurance Policy issued by Us or by another Insurer when this Policy has been issued in substitution of prior Office Bearers Legal Liability insurance provided by another Insurer, We will accept the notification of such Claim, fact or circumstance under **Section 6**.

Provided always that:

a) You have been continuously insured 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 **Extra Benefit 2** and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to the Office Bearers Legal Liability Insurance Policy under which the notification should have or could have been given; and

c) Our liability for payment under this Policy will be subject to the terms, conditions including the Limit of Liability and Excess applicable to this Policy and will not exceed the amount which would have been recoverable under the terms and conditions of the other Insurer's prior Policy; and

d) the amount of the Claim We pay shall form part of and will not be in addition to the Sum Insured.

What is not covered

We will not pay for:

a) Claims arising from circumstances which You knew of prior to the **Section 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 excepting where Extra Benefit 2. 'Continuous Cover' applies.

b) 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.

c) Claims for death, bodily injury, sickness, 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.

d) Claims resulting from Your intentional decision not to effect and maintain insurances as required by the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of an State or Territory applying where Your Insured Property is situated..

e) Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.

f) Fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

g) 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.

h) 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.

i) A conflict of duty or interest of Yours.

j) 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.

k) 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 **Extra Benefit 2** of **Section 6**.

l) Claims first notified to Us after the expiry of **Section 6,** except as otherwise provided in **Insuring Clause b** of **Section 6.**

m) 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.

n) Claims brought against You in a Court of Law outside Australia.

Special Conditions

Defence and settlement

If You refuse to consent to any settlement recommended by Us and will 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.

Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

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.

Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984*; or

b) made a misrepresentation to Us before this contract of insurance was entered into; or

c) failed to comply with any terms or conditions of **Section 6;**

will not prejudice the right of the remaining party or parties to indemnity as may be provided by **Section 6**.

Provided always that:

i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and

ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

Subrogation

In the event of a payment under **Section 6** to or on Your behalf We will, subject to the *Insurance Contracts Act 1984,* be subrogated to all Your rights of recovery against all persons or organisations and You will execute and deliver instruments and papers and do all that is reasonably necessary to assist Us in the exercise of such rights.

Special Definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means

a) a written or verbal allegation of any Wrongful Act; or

b) a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or

c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent shall not 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 *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of an State or Territory 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 Policy year in which any of such Wrongful Acts is first reported to Us.

Section 7 – Government Audit Costs & Legal Expenses

This Government Audits Costs & Legal Expenses cover is issued on a Claims made basis. This means Parts A, B and C of **Section 7** respond to Claims first made against You during the Policy year and notified to Us during that Policy year.

Part A: Government audit costs

What is covered

We insure You, up to the Sum Insured shown for Part A of **Section 7** on the Schedule, for Professional Fees You reasonably incur with Our written consent (consent shall not be unreasonably withheld) in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

We will not pay more than the Sum Insured for Part A 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.

Extra 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 (consent shall not be unreasonably withheld) in connection with a Record Keeping Audit.

What is not covered

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 (consent shall not be unreasonably withheld).

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 **Section 7**;

or 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 You must do if You intend to make a claim or You make a claim.

2) We will not under any circumstances pay for the cost of:

a) any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.

b) any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.

c) the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Special Conditions

1) You must:

a) make all reasonable 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 Axis Underwriting by telephone, in writing or in person.

d) obtain written approval (approval shall not be unreasonably withheld) from Axis Underwriting before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.

2) An Audit commences:

a) at the time You first receive notice that an Auditor proposes to conduct an Audit; and

b) is completed when:

i) the Auditor has given written notice to that effect; or

ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or

iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability

Part B: Appeal expenses - common property, health and safety breaches

What is covered

We insure You, up to the Sum Insured shown for **Part B** of **Section 7** on the Schedule for Appeal Expenses You necessarily incur with Our consent (which consent shall not be unreasonably withheld) 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;

b) more than the Sum Insured for Part B 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 is covered

We insure You, up to the Sum Insured shown for **Part C** of **Section 7** on the Schedule for Legal Defence Expenses You necessarily incur with Our written consent (consent shall not be unreasonably withheld) in connection with litigation arising out of a Claim made or brought against You:

a) in connection with the conduct of Your ordinary Business and affairs;

b) under the *Competition and Consumer Act 2010* or under any other consumer protection legislation;

c) arising out of any dispute with an employee, former employee or prospective employee:

i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;

ii) leading to civil or criminal proceedings under any Race Relations 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. Our agreement will not be unreasonably withheld;

ii) You report it to Us during that Period of Insurance;

iii) We agree there are reasonable grounds for the defence of any such Claim.

b) more than the Sum Insured for **Part C** for:

i) any Claim 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.

What is not covered

1) We do not insure Legal Defence Expenses for any Claim:

a) which You have pursued or defended without Our written consent (consent shall not be unreasonably withheld);

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 the terms and conditions of **Section 2** (Liability to others) and **Section 6** (Office Bearers Legal Liability Policy) or would have been provided if **Section 2** and **Section 6** 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 on the Schedule, except as otherwise provided by **Special Condition 4**;

i) first notified to Us after the expiry of this Policy, except as otherwise provided by **Special Condition 4**.

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.

Special Conditions

1) Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or

b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably 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 (approval shall not be unreasonably withheld) 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 (consent shall not be unreasonably withheld) 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

We agree that 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, or by another Insurer when this Policy has been issued in substitution of a prior Legal Defence Expenses Policy provided by another Insurer, 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 **Special Condition 4** and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to the 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 information and assistance as required. You will give a complete and truthful account of the facts of the case, shall supply all documentary and other evidence in Your possession relating to the Claim, will obtain and sign all documents required to be obtained and signed and will attend any meetings or conferences when requested.

6) Jurisdiction

Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

7) Nomination of appointed representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination without giving a reason.

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.

8) Offer of settlement

You must inform Us as soon as reasonably practicable 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.

9) Our access to the appointed representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

10) 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.

11) 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.

12) Subrogation

In the event of a payment under this Policy to or on Your behalf We will, subject to the *Insurance Contracts Act 1984,* be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will execute and deliver instruments and papers and do all that is reasonably necessary to assist Us in the exercise of such rights.

Special Definitions that apply to Parts A, B and C

The words listed below have been given a specific meaning and apply to **Section 7** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a Claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under 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.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

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 (approval shall not be unreasonably withheld), 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 (which consent shall not be unreasonably withheld) was not obtained before those fees were incurred; or

d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Notes



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OCPS: PS710947A OC 2- 394-398 Middleborough Rd BLACKBURN 3130
CONSOLIDATED RULES
In addition to the Model Rules

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006(Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

Interpretation/Definitions

"Act" means Owners Corporations Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in Plan of Subdivision No PS710947A and known as 394-398 Middleborough Rd 3130 VIC 3130.

"Developer" means the person, persons, entity or entity's that own the land and any buildings that are constructed thereon immediately prior to the registration of the Plan of Subdivision with the Land Titles office and is the subsequent owner of a lot or lots on the Plan.

"FOB" is more commonly called a key fob and is a small security hardware device with built-in authentication used to control and secure access to areas within a building.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Manager" has the same meaning as detailed in section 119 of the Act.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation Plan of Subdivision PS710947A OC 2
"Owner" means an owner of a Lot on the Plan of Subdivision.

"Plan of Subdivision" means Plan of Subdivision No PS710947A

"Regulations" means the Owners Corporations Regulations

"Security Key" means any security key, security or swipe card, garage access codes or any other device to secure the Building or any part thereof, or to gain entry thereto

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1. BEHAVIOUR

1.1 A Member or occupier of a Lot when on common property or in any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using common property.

1.2 A Member or occupier of a Lot must not:

1.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or of any person lawfully using common property; or

1.2.2 obstruct the lawful use of common property by any person.

1.2.3 use or allow the use of hammer, drills, jack hammers or similar devices in a Lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays except with the prior written approval of the Manager and subject to any legally permitted times.

1.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware or food / liquids onto the common property.

1.2.5 Rule 1.2.4 will not apply as to consumption of alcohol in any licensed restaurant or cafe on the Plan or any adjacent area licensed to a tenant / licensee for use as a restaurant / cafe nor taking glassware or food / liquids onto common property if this activity is in a licensed or sub-licensed area from the Developer or the Owners Corporation.

1.2.6 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property and in and around buildings and car park areas.

1.2.7 permit any children under the control of that Member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

1.2.8 permit any persons under the control of that person to use and / or park on the common property any skateboards, roller skates, scooters or roller blades and no bicycles may be ridden, used or parked in common areas.

2. SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member 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:

2.1.1 the structural integrity of any part of the common property is impaired; or

2.1.2 the provision of services through the Lot or the common property is interfered with in any way; or

2.1.3 any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;

3. MOVING IN OR OUT

3.1 A Member or occupier of a Lot must not move in or move out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving prior approval in writing from

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the Owners Corporation manager for the day and time of the proposed move. The Member or the Occupier of the Member's Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times;

3.1.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.

3.1.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.

3.1.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move in or move out.

3.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present and so that the Elevator Protective Blankets can be installed in the lifts.

3.2.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.

3.2.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.

3.2.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move through common property.

3.3 A Member or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager (provided that the Manager shall not be liable for any loss or damage).

3.4 Without limiting the generality of the foregoing rules, a Member or occupier of a Lot may only move articles likely to cause damage into or out of the building through the basement car park (if in existence) and only then via the basement entrance unless due to height restrictions this is not possible in which case the consent of the Manager is required for an alternative.

3.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Member or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The Member or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.

3.6 A Member or occupier of a Lot may be asked to pay a surety of $500.00, prior to moving in or out of the building. The costs of making good any damage caused as a result of the move in or out will be deducted from the surety, the balance of which will be refunded within 7 days of the completion of the move.

3.7 A Member or occupier of a Lot may not under any circumstances store any article of furniture or any other article in the common property ie Common Entry, Common Hallway or Common Thoroughfare.

4. INTERFERENCE

4.1 A Member or occupier of a Lot must not:

4.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.

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4.1.2 without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

4.1.3 Modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

4.1.4 Enter any plant room without the prior written consent of the Owners Corporation.

4.1.5 Modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.

4.1.6 Install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.

4.1.7 Replace or use any floor coverings which will create undue noise to adjoining Members or occupiers or those underneath the Lot the installation of floor tiles to bedrooms and other areas which may cause noise to lots underneath.

4.1.8 Not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

4.1.9 Interfere with or obstruct the Manager from performing its duties from time to time.

5. DAMAGE AND REPAIRS

5.1 A Member or occupier of a Lot shall not mark, paint or otherwise damage or deface, any part of the common property.

5.2 A Member or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy.

5.3 A Member must promptly repair and maintain the interior and exterior of the Lot.

5.4 Liability is specifically imposed on lot owners and occupiers for damage to common property arising out of negligence of a licensee or invitee who caused the damage.

5.5 The costs of a false alarm call out by any authority or specialist contractor or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from lot owners and occupiers.

6. COMMON PROPERTY DEFECTS

A Member or occupier of a Lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL / FIRE / SAFETY

7.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may.-

7.1.1 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 Members or occupiers of any part of the common property;

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7.1.2 permit, to the exclusion of Members and occupiers, any designated part of 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;

7.1.3 restrict by means of key or other security device the access of the Members or occupiers of one or more levels of the Lots to any other level of the Lots or to common property or any part of the land in the Plan; and

7.1.4 restrict or close off permanently or from time to time by any means access between common property in the Owners Corporation to another.

7.2 A Member and occupier of a Lot must comply with all directions and rules of the Owners Corporation in relation to precautions against fire and other emergencies.

7.3 A Member must not, and must ensure that the Occupier of a Member's lot does not:

7.3.1 access or use the roof of the Building without the written consent of the Owners Corporation; and

7.3.2 prevent or object to any person authorised by the Owners Corporation to access the roof of the Building for maintenance purposes.

7.4 For the purposes of common areas for all Owners Corporations in the Plan, all newly purchased upholstered furnishings, mattresses, curtains and the like that are located in public corridors of residential areas should be flame-retardant or treated with flame retardant to minimize the risk of ignition. Carpets must be selected with low flammability and flame spread and non combustible wall and ceiling linings.

7.5 Lot owners and occupiers will allow periodic testing and maintenance of all fire systems and must comply with all fire safety and prevention laws and regulations including the building regulations that relate to fire, fire prevention and systems. As much as possible, fire systems (ie. sprinklers, detection equipment, exhausts, emergency lighting, etc.) must be as fully operational as possible during any works such as fit out and reinstatement must take place to ensure systems are operative as far as possible at the end of each day.

7.5.1 Any costs associated with attendance by specialist personnel to activate or de-activate or isolate or re instate fire systems as a result of a requirement of a lot owner or occupier seeking to renovate or modify their lot will be at the cost of the lot so requesting the de-activation or isolation of a particular element of the fire system.

7.6 A Member and occupier of a Lot must partake in evacuation drills as and when directed by the owners corporation or the owners corporation manager.

8. STORAGE OF CHEMICALS

A Member or occupier of a Lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

9. INSURANCE

9.1 An owner or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

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9.2 An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums for the Owners Corporation.

9.3 In the event of a claim on the Owners Corporation Insurance Policy, the lot that is identified as being responsible for causing the claimable event that initiated the claim will be responsible for paying any excess.

9.4 Where that event is identified as emanating from or associated with the Common Property, the Owners Corporation will be responsible for paying the Insurance Excess.

9.5 The Owners Corporation will issue a work order to a Sworn Valuer every three (3) years for the express purpose of providing a valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

9.6 The Owners Corporation will issue a work order to a Sworn Valuer every year bewteen the three (3) years for the express purpose of providing a desk top valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

10. SECURITY AND SECURITY KEYS

10.1 A Member or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

10.2 The Owners Corporation may charge a reasonable fee for any additional Security key/FOB and or Remote required/requested by a Member, a Members agent or a Members tenant.

10.3 A Member of a Lot must exercise a high degree of caution and responsibility in making a 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 license of a Lot to the occupier to ensure the return of the Security key/FOB and or Remote to the Member or the Owners Corporation.

10.4 A Member or occupier of a Lot in possession of a Security key/FOB and or Remote must not without written consent from the Owners Corporation duplicate the Security key/FOB and or Remote or permit it to be duplicated and must take all reasonable precautions to ensure that the Security key/FOB and or Remote is not lost or handed to any person other than another Member or occupier and is not disposed of otherwise than by returning it to the Member or the Owners Corporation.

10.5 A Member or occupier of a Lot must promptly notify the Owners Corporation if a Security key/FOB and or Remote issued to him is lost or destroyed. A Member or occupier of the Lot must pay the costs of the replacement of the Security key/FOB and or Remote and re-keying or reprogramming of the building or recoding whichever applicable.

10.6 All doors and windows must be securely fastened when a Lot is unoccupied.

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11. CLEANING

A Member or occupier of a Lot must keep their Lot including any balcony or veranda areas clean and in good repair.

12. SIGNS, BLINDS AND AWNINGS

12.1 A Member or occupier of a Lot must not:

12.1.1 without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property or lot unless first approved by the Owners Corporation provided that this rule does not apply to the Developer or a licensee of the Developer if the Developer has signage rights.

12.1.2 without the prior written consent of the Owners Corporation install or permit the installation of any window coverings that are viewable from outside the building that are not in the same colours as the exterior of the building.

12.1.3 without the prior written consent of the Owners Corporation install or permit the installation of any awnings.

12.2 Without the prior written consent of the Owners Corporation a Member or occupier of a Lot must not allow the erection of any for sale or for lease for license or sub-lease boards or signs of any description on the common property or lot provided that this rule does not apply to the Developer but only whilst the developer owns a lot within the Owners Corporation.

12.3 Without the prior written consent of the Owners Corporation In addition to Rule 12.2, a Member must not allow for the erection of any for sale or for lease signs or boards on the Common Property or lot for such a sign or board to be visible from the exterior of the Member's Lot.

12.4 No signage, other than that approved by the Owners Corporation, is permitted to be attached to common property, including For Lease, For Sale or other like advertising.

12.5 Owners wishing to erect signage or wishing to instruct others to erect signage, must first obtain written approval from the Owners Corporation and where approval is given, complete and lodge the appropriate 'Board Permission' with the manager and comply with all of the requirements therein.

12.6 A member must not fail to advise any Real Estate Agent (or similar) acting on their authority that:

12.6.1 Permission must be sought in writing from and if permission is given, must be provided in writing by the Owners Corporation Manager before erecting any "For Sale" or "For Lease" board.

12.6.2 Failure to seek and receive the appropriate permission will result in the signage being removed from the property by the Owners Corporation and the costs charged to the lot owner.

12.6.3 Any "For Sale" or "For Lease" board must be removed within forty-eight (48) hours of the signing of a lease or sale agreement or as soon as requested to do so after they have been in situ for two (2) months.

12.6.4 No "For Sale" or "For Lease" board is to be attached to any fence, building or other structure;

12.6.5 No Common Property power is to be used in conjunction with any "For Sale" or "For Lease" board.

12.6.6 Any permits required for the erection of signage or the display of signage are the responsibility of the Owner or the Owners Agent and are to be provided to the Owners Corporation Manager on

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request;

12.6.7 The cost of obtaining such permit/s is entirely a cost for the owner or their Agent;

12.6.8 No damage is to be caused to the Common Property;

12.6.9 No more than two (2) agent's "For Sale" or "For Lease" boards will be permitted at the front of the property at any one time.

13. APPEARANCE / PAINTING / FINISHES

13.1 Without limiting any other of these rules, a Member or occupier of a Lot must not without prior written consent of the Owners Corporation, which consent maybe refused

13.1.1 maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

13.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot

13.1.3 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another Lot or another part of the Building;

13.1.4 attach to or hang from the exterior of the Lot any aerial, CCTV camera or any other type of security device or wires;

13.1.5 install or operate any intruder alarm which emits an audible signal;

13.1.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property that is visible from the exterior of the building.

13.1.7 allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will detrimentally change;

13.1.8 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building,

13.1.9 install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for air conditioning services and plant in the Building,

13.1.10 install any pipes, wiring, cables or the like to the external face of the Building or on common area unless approved or granted a license by the Owners Corporation or Manager,

13.1.11 install, leave or place on any terrace, veranda, balcony or common property any item including (without limitation) a barbeque, outdoor heater, pots, plants OT shrubs which cause a nuisance or which can be seen from common property, another Lot, by the general public from street level unless approval is obtained from the Manager and Lot owners that can see the item and the appearance is with the keeping of the general high quality building appearance. The Exception being the Planter Boxes.

13.2 A Member or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building,

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any veranda or external area to a Lot or any improvement forming part of the common property.

13.3 A Member must repaint the exterior of their Lot including balconies at the direction of the Owners Corporation to that effect but the finish and colours is to be consistent with the existing exterior of the Building.

13.4 A Lot owner may change their windows to double glazing as long as it does not affect the visual appearance of the building

14. RUBBISH

14.1 A Member or occupier of a Lot must not deposit, store or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

14.2 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are delivered to the designated collection point on the day and by the time specified by the rubbish collection contractor so as to ensure that all rubbish capable of collection is collected and removed from the Owners Corporation.

14.2.1 Where an owner or occupier of a lot fails to discharge their duty under clause 14.2 the Owners Corporation will arrange for the rubbish to be removed rom the Owners Corporation and any costs, charges associated with the removal of the rubbish will be charged to the lot owners account and will become a debt due to the Owners Corporation.

14.3 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are returned to their designated storage area within 24 hours of the rubbish being collected by the rubbish collection contractor so as to ensure that all local council rules are complied with and too ensure the Owners Corporation common property and any adjacent property are maintained in a clear, neat and tidy manner.

14.4 A Member or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

14.4.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and

14.4.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and

14.4.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and

14.4.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage bins situated on the common property.

15. OWNERS CORPORATION CONSENT

A consent given by the Owners Corporation under these rules will be at the discretion of the Owners Corporation and can be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the Member or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or

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where there is no Manager, to the secretary of the Owners Corporation.

17. COMPLIANCE

17.1 A Member or occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

17.2 A Member of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.

17.3 A Member or occupier of a Lot must at the Member's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.

17.4 A Member or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and the common property or which may cause a nuisance or hazard to any other Member or occupier of a Lot or their representative invitees.

17.5 A Member or Occupier of a Lot must ensure that, in relation to any works, including building works and the engagement of removalist's or couriers, conducted on the Lot or on Common Property in relation to the Lot, the requirements of the Occupational Health and Safety Act 2004 (Vic) are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (JSA), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

18. BUILDING AND CONSTRUCTION

18.1 A Member or occupier of a Lot must not, unless it is the Developer, undertake any building works within or about or relating to a Owners Corporation Member's Lot except in accordance with the following requirements:

18.1.1 such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

18.1.2 the Member or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance annoyance disturbance and inconvenience from building operations to other Lot owners and occupier;

18.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:

18.2.1 submits to the Owners Corporation plans and specifications of any works proposed by the Member or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

18.2.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

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18.2.3 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval shall not be effective until such costs have been paid; and

18.2.4 pays such reasonable costs to the Owners Corporation for such consent application.

18.3 The Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.

18.4 Without limiting the generality of the above sub-paragraph the Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

18.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

18.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

18.4.3 construction work must comply with all laws of the relevant statutory authorities;

18.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and

18.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

18.5 Before any of the Member or occupier's works commence the Member or occupier must:

18.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and

18.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;

18.6 Access shall not be available to other Lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Owners Corporation in the case of common property.

18.7 The Member or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

18.8 The Member or occupier of a Lot must forthwith and within 7 days make good any damage occasioned

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to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works and must (at the Owners Corporation's election) reimburse the Owners Corporation for the cost incurred or to be incurred by the Owners Corporation in making good any such damage;

18.9 The Renovation Policy Document, which shall be made available by the manager on request in writing to the manager, must be adhered to when undertaking any renovations or improvements on the property.

18.10 The rules in this clause 18 do not apply to the Developer.

19. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Lot owner or occupier causing the damage or blockage.

20. ACCESS

20.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner of his or her invitees). The Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

20.2 The Owners Corporation is authorised to commence legal proceedings in VCAT or any other Court of competent jurisdiction against a Lot owner or occupier in urgent or "emergency" situations (as defined in the Act), where such action is to be determined by resolution of the Owners Corporation Committee.

20.3 The Member and or occupier or tenant agree immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the Lot or over the Lot for the purposes of repairs and maintenance of the building and for service providers.

20.4 For the purposes of any window cleaning in the building, the Members of all Lots will provide access on seven (7) days notice to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the Manager.

20.5 If access is not provided by these times, on a further written notice being provided the Manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

21. BREACH OF RULES

21.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fines or penalties as they deem appropriate from time to time as is advised to Members and occupiers.

21.2 The Member or occupier of a Lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or occupier or their respective tenants, licensees or invitees.

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21.3 The Member or occupier of a Lot shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any breach of any rule.

21.4 The Member or occupier of each Lot shall (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular Lot anymore or an occupier not occupying any Lot anymore.

21.5 in addition to the rights of the Owners Corporation referred to in this Clause, the Owners Corporation may charge without notice, penalty interest of 2% per annum above that rate for the time being fixed under the Penalty Interest Rates Act 1993 on outstanding money from the time the money is due until paid in full.

22. SMOKING & DRUGS

22.1 There shall be no smoking allowed in, on or around common areas including without limitation stairwells and rooftops and in and around the Building, save that smoking is permitted on balconies and verandas provided it does not cause a nuisance to other occupiers of the Buildings.

22.2 Illicit or illegal drugs are not permitted on the property at any time.

23. OWNERS CORPORATION ADDITIONAL POWERS

Subject to the relevant legislation, the Owners Corporation (or its predecessor) may together with the Developer or others grant or enter into agreements, licenses, leases or easements ("the agreement") in relation to any common areas in any part of the Building. To the extent of any inconsistency between the Additional Rules and the agreement, the agreement shall prevail.

24. CAR PARKS, CAR STACKERS & STORAGE LOTS

24.1 CLEANING OF CAR PARK AND STORAGE LOTS

24.1.1 A Member or occupier of a Lot must keep the car park and storage Lot clean and in good repair and free of oil, dirt or otherwise ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space or storage Lot which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.

24.1.2 Upon the request of the Owners Corporation or Manager, a Member or occupier of a Lot must provide the Owners Corporation the name, mark and registration of each car owned or regularly used by a Member, occupier or employee of a Lot owner.

24.1.3 A Member or occupier of a Lot must not park in any car park or area within the building not allocated to them or designated for use by them.

24.1.4 A Member or occupier of a Lot acknowledges that they park their car in the car park, common area or building at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

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24.1.5 A Member or occupier of a Lot must not wash, service or repair vehicles in the car park or common area.

24.1.6 A member or Occupier of a lot must not use the car park lot or car stacker to store anything other than a motor vehicle.

24.2 **CAR STACKERS**

24.2.1 Where a car parking space is a car stacker, a member or Occupier must undergo a training program prior to using the equipment.

24.2.2 By using the car stacker equipment, the owner or occupier acknowledges that the appropriate training has been sought and delivered.

24.2.3 A Member or occupier of a Lot acknowledges that they use a car stacker at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

24.2.4 Car parks are on title and clearly identified on the Plan of Subdivision. Accordingly, damage to or maintenance of car stackers is an individual lot owner's responsibility.

24.1.6.1 The Owners Corporation will enter into a preventative maintenance agreement on behalf of all OC2 lot owners and the cost of the agreement will be charged in the annual budget.

24.2.5 Call out fees caused by incorrect use of the car stacker system will be charged to the account of the lot owner whose user (occupier) is identified as having created or caused the need for a maintenance call out.

25. RUBBISH & STORAGE IN CAR PARK LOTS

25.1 A Member or occupier of a Lot must not keep or store or deposit garbage, bottles, newspapers or rubbish or any articles or items on or in a car park Lot or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

25.2 A member or Occupier of a lot must not use the car park lot or car stacker to store anything other than a motor vehicle.

25.3 No storage in a car park Lot is permitted except with the Owners Corporation's prior written consent.

26. VEHICLES, VISITOR CAR PARKING AND BICYCLES

26.1 A Member or occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

26.2 A Member or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within the Lot or parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motorcycles.

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26.3 A Member or occupier of a Lot must not permit anyone to park in a space allocated for visitor parking where provided where the purpose of the visit is to attend a property other than at the Building.

26.4 A Member or occupier of a Lot must not permit a visitor of their Lot to use those spaces allocated for visitors parking where provided for more than 24 hours without prior permission from the Owners Corporation or the Manager.

26.5 A Member or occupier of a Lot must not park within those allocated spaces for visitors parking (where provided).

26.6 A Member or occupier of a Lot must not:

26.6.1 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time;

26.6.2 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

26.6.3 build or install any roller door or similar device or caging without the Owners Corporation's prior written consent;

26.6.4 drive at a speed over 5km/h; and

26.6.5 park more than one car in one car parking Space / Lot/Stacker.

26.7 All Members acknowledge and agree that a commercial car park Manager may be appointed or licensed by the Owners Corporation on acceptable terms which may involve access to, jurisdiction over and control of all common area driveways.

27. SIGNS ON OR IN CAR PARK LOTS

A Member or occupier of a Lot must not permit or allow the erection or installation or affixation of any car park signage of any kind on a car parking lot or within a car parking lot.

28. INDEMNITY

The Member indemnifies and releases the Owners Corporation and Manager from all claims, costs, damages, actions and expenses as a result of a breach of these Owners Corporation rules.

29. MAIL / NEWSPAPER DELIVERY

The Members must keep clear on each and every day any mail receiving box and or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a Member or the occupier of a Member's Lot be absent for any reason for any period of more than one (1) day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from

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the Owners Corporation in writing not less than seven (7) days prior to date or dates for which such waiver is required.

30. OWNERS CORPORATION COMMITTEE

The Owners Corporation, may subject to the Owners Corporation legislation, appoint a committee of Owners Corporation Members to act on its behalf for such period as it deems fit.

31. RATES AND TAXES / NOTIFICATION ON SALE

Each Owners Corporation Member shall;

31.1 promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her Lot and all Owners Corporation fees, levies costs and charges that are issued from time to time in the approved form; and

31.2 notify the Owners Corporation immediately of any changes of ownership or occupancy of his / her Lot.

32. ACCESS

The Owners Corporation and the Manager have the right to close, lock off or otherwise control the common areas or any part thereof to prevent undesirable persons from entering.

33. LIFTS

33.1 The Owners Corporation Manager is delegated the power to enter into maintenance contracts for the regular servicing and maintenance of the lifts.

33.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction into the lift without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.

33.3 A Member or occupier of a Lot may be asked to pay a surety of $150.00 prior to using the Lift of the building.(the surety) Any damage caused as a result of using the lift will be deducted from the surety and the balance of which will be refunded with 7 days of the completion of the move.

33.4 The Member or occupier of the Lot will be liable for any damage caused to the Lift arising from the movement of any article of furniture or any other article likely to cause damage or destruction.

34. PLANTER BOXES

34.1 An owner or occupier of a lot must regularly maintain and water the plants in the Planter Boxes where present.

34.2 If the plants in the planter boxes die, the owner or occupier of a lot must immediately replace them at their cost and if not the Owners Corporation may replace them and charge the owner of the lot for the cost.

35. SHORT TERM LETTING

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35.1 An owner or occupier or agent of an owner or occupier must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of less than 90 (ninety) calendar days.

35.2 No residential lot is to be leased, subleased, licensed, rented, hired or otherwise dealt with to any person or entity that has the intention to use the lot in connection with a business or commercial operation and more specifically a commercial operation that derives it's revenue from short term letting of residential premises.

36. PETS

The owner or an occupier of a lot may keep domestic pets in the lot subject to the following:-

36.1 each animal is a domesticated pet;

36.2 not keep, mind or allow any more that one (1) dog and/or one (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

36.3 any pet or domestic animal, including a cat or dog, does not exceed 10 Kilos in gross weight;

36.4 any pet or domestic animal does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots;

36.5 each pet or visitors pet is not unleashed or allowed to roam freely while on the common property area or on/in any common property facilities;

36.6 each pet or visitors pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;

36.7 that each pet is kept clean, quiet and controlled at all times;

36.8 an owner or occupier or a visitor to an owner or occupier must make their best endeavours to ensure that any animal belonging to them or in their care does not urinate or defecate on Common Property or in Common Property facilities including internal court yards;

36.9 an owner or occupier keeping, minding or allowing a domestic animal on the common property must ensure that all excrement caused/created by the animal on common property is promptly collected and disposed of in an appropriate manner in a receptacle used for the removal of rubbish;

36.10 An owner or occupier must not allow any animal excrement or animal debris to build up, run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, any other Lot or any part thereof;

36.11 An owner or occupier must not keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and only then in a manner that does not cause a nuisance to any other Occupier;

36.12 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

36.13 An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule must remove that animal.

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36.14 Sub-rule 36.12 and 36.13 do not apply to an animal that assists a person with an impairment or disability.

37. CONTACT DETAILS

An owner of a lot must advise the Manager of:

- a local Australian business hours telephone number;
- a local Australian after hours telephone number;
- a local Australian address; for
    - the owner
    - the Occupier of the Member's Lot;

and must promptly advise the Manager of any change in their address or telephone number.

38. MEETINGS OF THE OWNERS CORPORATION

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

38.1.1 cause any interference, disruption or nuisance at any meetings of the Owners Corporation;

38.1.2 raise or cause to be raised any issues which are not related to the Common Property or the general maintenance and upkeep of the Development as a whole.

38.1.3 A Member must not, and must ensure that the Occupier of a Member's Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

39. INTEREST

The Owners Corporation will charge interest on money owed by a member to the Owners Corporation 28 days after the due date for all fees and charges that are outstanding, set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006.

The rate of interest charged is fixed under the Penalty Interest Rates Act 1983 or any Act which supersedes this Act and such interest will be applied from the due date on the full amount outstanding.

The manager is delegated the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

40. LEGAL ACTION FOR THE RECOVERY OF ANY FEES, LEVIES, COSTS AND CHARGES

40.1 The manager is authorised to initiate legal action on behalf of the Owners Corporation in the Magistrates Court or any other court of competent jurisdiction, including for the purpose of bankruptcy or winding up of a company for the recover of any debt due from the person or persons in default or breach, any outstanding or overdue fees, levies as well as costs or charges due incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.

40.2 The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this rule to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

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40.3 This rule does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 and any subsequent amendments to that Act to recover fees levies and charges and other money due to the Owners Corporation or to enforce the Rules of the Owners Corporation.

40.4 A unit owner shall be liable on an indemnity basis to the Owners Corporation for all legal costs charges and disbursements incurred by the Owners Corporation or the Owners Corporation Manager, legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that lot owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.

40.5 A Fee Reminder Notice may be issued by the manager to the owner accompanied by a fee which fee is to be invoiced to the Owners Corporation and then added as a charge to the owner's lot account where their lot account is in arrears for more than 7 days after the due date.

- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

40.6 A Final Fee Notice issued in accordance with s32 of the Owners Corporations Act 2006 will be issued by the manager to an owner or owners whose lot account is in arrears for more than 28 days after the due date and any costs and charges associated with the issuing of the Final Fee Notice will be invoiced to the Owners Corporation and then added as a charge to the owner's lot account.

- The cost of issuing the Final Fee Notice will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

40.7 A Legal/Mercantile Collection Agency referral fee will be charged by the managers to the Owners Corporation and then added as a charge to the owners lot account who have been issued with a Final Fee Notice from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the full debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

40.8 Any further costs charges and disbursements associated with Solicitors, Magistrates Court, County Court, Supreme Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, added to the owners lot account and then recovered from the individual lot owners as a debt due to the Owners Corporation. The amount of any fees will be derived from any costs agreement entered into between the Owners Corporation and a legal practitioner as well as the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

40.9 Where an owner seeks approval for the adoption of a payment plan for fees owing or due from the manager, the manager will refer the matter to the Chairperson of the Owners Corporation for authorisation to accept or reject the payment plan and the Chairperson may seek consultation with the Owners Corporation Committee, should one be elected, prior to any authorisation being given or denied.

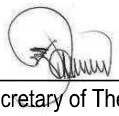
40.10 Where a payment plan is approved by the Chairperson, the plan must be documented on the Payment

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Plan Schedule which must be executed by the owner and lodged with the manager failing which the Payment Plan will be deemed to have not been entered into.

40.11 The Owners Corporation acknowledges that Debt Collection is a duty outside of the regular duties of a manager and the cost is not covered or included in the management fee and that the manager is entitled to charge the Owners Corporation additional fees for debt collection in accordance with the schedule of fees as detailed in the Contract of Appointment.

I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation dated 14 July, 2015.



Secretary of The Owners Corporation – StrataPrime Pty Ltd

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OCPS: PS710947A OC 1 - 394-398 Middleborough Rd BLACKBURN 3130
CONSOLIDATED RULES
In addition to the Model Rules

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006(Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

Interpretation/Definitions

"Act" means Owners Corporations Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in Plan of Subdivision No PS710947A and known as 394-398 Middleborough Rd BLACKBURN 3130.

"Developer" means the person, persons, entity or entity's that own the land and any buildings that are constructed thereon immediately prior to the registration of the Plan of Subdivision with the Land Titles office and is the subsequent owner of a lot or lots on the Plan.

"FOB" is more commonly called a key fob and is a small security hardware device with built-in authentication used to control and secure access to areas within a building.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Manager" has the same meaning as detailed in section 119 of the Act.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation Plan of Subdivision PS710947A Plan 1

"OCPS" means Owners Corporation Plan of Subdivision

"Owner" means an owner of a Lot on the Plan of Subdivision.

"Plan of Subdivision" means Plan of Subdivision No PS710947A

"Regulations" means the Owners Corporations Regulations

"Security Key" means any security key, security or swipe card, garage access codes or any other device to secure the Building or any part thereof, or to gain entry thereto

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1. BEHAVIOUR

1.1 A Member or occupier of a Lot when on common property or in any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using common property.

1.2 A Member or occupier of a Lot must not:

1.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or of any person lawfully using common property; or

1.2.2 obstruct the lawful use of common property by any person.

1.2.3 use or allow the use of hammer, drills, jack hammers or similar devices in a Lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays except with the prior written approval of the Manager and subject to any legally permitted times.

1.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware or food / liquids onto the common property.

1.2.5 Rule 1.2.4 will not apply as to consumption of alcohol in any licensed restaurant or cafe on the Plan or any adjacent area licensed to a tenant / licensee for use as a restaurant / cafe nor taking glassware or food / liquids onto common property if this activity is in a licensed or sub-licensed area from the Developer or the Owners Corporation.

1.2.6 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property and in and around buildings and car park areas.

1.2.7 permit any children under the control of that Member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

1.2.8 permit any persons under the control of that person to use and / or park on the common property any skateboards, roller skates, scooters or roller blades and no bicycles may be ridden, used or parked in common areas.

2. SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member 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:

2.1.1 the structural integrity of any part of the common property is impaired; or

2.1.2 the provision of services through the Lot or the common property is interfered with in any way; or

2.1.3 any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;

3. Change to Business Activity, Occupancy or Tenancy

3.1 An owner must –

3.1.1 Advise the Owners Corporation of any change to the unit occupant or business activity within

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fourteen (14) days of such change; and

3.1.2 Provide to the Owners Corporation in writing the name of the unit occupant as to appear on the "Directory Board" within 28 days of the occupancy; and

3.1.3 Remit payment for the costs incurred by the Owners Corporation in updating of the occupant details on the property "Directory Board" at the front of the property when requested; and

3.1.4 Ensure that their tenant is provided with a copy of the Owners Corporation Rules prior to entering into a "Lease Agreement"; and

3.1.5 Ensure that the Rules of the Owners Corporation form part of any "Lease Agreement" with their tenant; and

3.1.6 Provide their tenant with any amendments to the Owners Corporation Rules within 28 days of notification of such change.

4. MOVING IN OR OUT

4.1 A Member or occupier of a Lot must not move in or move out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving prior approval in writing from the Owners Corporation manager for the day and time of the proposed move. The Member or the Occupier of the Member's Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times;

4.1.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.

4.1.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.

4.1.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move in or move out.

4.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present and so that the Elevator Protective Blankets can be installed in the lifts.

4.2.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.

4.2.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.

4.2.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move through common property.

4.3 A Member or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager (provided that the Manager shall not be liable for any loss or damage).

4.4 Without limiting the generality of the foregoing rules, a Member or occupier of a Lot may only move articles likely to cause damage into or out of the building through the basement car park (if in existence) and only then via the basement entrance unless due to height restrictions this is not possible in which case the consent of the Manager is required for an alternative.

4.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a

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representative of the Manager and the Member or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The Member or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.

4.6 A Member or occupier of a Lot may be asked to pay a surety of $500.00, prior to moving in or out of the building. The costs of making good any damage caused as a result of the move in or out will be deducted from the surety, the balance of which will be refunded within 7 days of the completion of the move.

4.7 A Member or occupier of a Lot may not under any circumstances store any article of furniture or any other article in the common property ie Common Entry, Common Hallway or Common Thoroughfare.

5. INTERFERENCE

5.1 A Member or occupier of a Lot must not:

5.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.

4.1.2 without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

4.1.3 Modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

4.1.4 Enter any plant room without the prior written consent of the Owners Corporation.

4.1.5 Modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.

4.1.6 Install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.

4.1.7 Replace or use any floor coverings which will create undue noise to adjoining Members or occupiers or those underneath the Lot the installation of floor tiles to bedrooms and other areas which may cause noise to lots underneath.

4.1.8 Not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

4.1.9 Interfere with or obstruct the Manager from performing its duties from time to time.

6. DAMAGE AND REPAIRS

6.1 A Member or occupier of a Lot shall not mark, paint or otherwise damage or deface, any part of the common property.

6.2 A Member or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy.

6.3 A Member must promptly repair and maintain the interior and exterior of the Lot.

6.4 Liability is specifically imposed on lot owners and occupiers for damage to common property arising out of

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negligence of a licensee or invitee who caused the damage.

6.5 The costs of a false alarm call out by any authority or specialist contractor or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from lot owners and occupiers.

7. COMMON PROPERTY DEFECTS

A Member or occupier of a Lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

8. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL / FIRE / SAFETY

8.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may.-

8.1.1 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 Members or occupiers of any part of the common property;

8.1.2 permit, to the exclusion of Members and occupiers, any designated part of 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;

8.1.3 restrict by means of key or other security device the access of the Members or occupiers of one or more levels of the Lots to any other level of the Lots or to common property or any part of the land in the Plan; and

8.1.4 restrict or close off permanently or from time to time by any means access between common property in the Owners Corporation to another.

8.2 A Member and occupier of a Lot must comply with all directions and rules of the Owners Corporation in relation to precautions against fire and other emergencies.

8.3 A Member must not, and must ensure that the Occupier of a Member's lot does not:

8.3.1 access or use the roof of the Building without the written consent of the Owners Corporation; and

8.3.2 prevent or object to any person authorised by the Owners Corporation to access the roof of the Building for maintenance purposes.

8.4 For the purposes of common areas for all Owners Corporations in the Plan, all newly purchased upholstered furnishings, mattresses, curtains and the like that are located in public corridors of residential areas should be flame-retardant or treated with flame retardant to minimize the risk of ignition. Carpets must be selected with low flammability and flame spread and non combustible wall and ceiling linings.

8.5 Lot owners and occupiers will allow periodic testing and maintenance of all fire systems and must comply with all fire safety and prevention laws and regulations including the building regulations that relate to fire, fire prevention and systems. As much as possible, fire systems (ie. sprinklers, detection equipment, exhausts, emergency lighting, etc.) must be as fully operational as possible during any works such as fit out and reinstatement must take place to ensure systems are operative as far as possible at the end of each day.

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8.5.1 Any costs associated with attendance by specialist personnel to activate or de-activate or isolate or re instate fire systems as a result of a requirement of a lot owner or occupier seeking to renovate or modify their lot will be at the cost of the lot so requesting the de-activation or isolation of a particular element of the fire system.

8.6 A Member and occupier of a Lot must partake in evacuation drills as and when directed by the owners corporation or the owners corporation manager.

9. STORAGE OF CHEMICALS

A Member or occupier of a Lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

10. INSURANCE

10.1 An owner or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

10.2 An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums for the Owners Corporation.

10.3 In the event of a claim on the Owners Corporation Insurance Policy, the lot that is identified as being responsible for causing the claimable event that initiated the claim will be responsible for paying any excess.

10.4 Where that event is identified as emanating from or associated with the Common Property, the Owners Corporation will be responsible for paying the Insurance Excess.

10.5 The Owners Corporation will issue a work order to a Sworn Valuer every three (3) years for the express purpose of providing a valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

10.6 The Owners Corporation will issue a work order to a Sworn Valuer every year bewteen the three (3) years for the express purpose of providing a desk top valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

11. SECURITY AND SECURITY KEYS

11.1 A Member or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

11.2 The Owners Corporation may charge a reasonable fee for any additional Security key/FOB and or Remote required/requested by a Member, a Members agent or a Members tenant.

11.3 A Member of a Lot must exercise a high degree of caution and responsibility in making a 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 license of a Lot to the occupier to ensure the return of the Security key/FOB and or Remote to the Member or the Owners Corporation.

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11.4 A Member or occupier of a Lot in possession of a Security key/FOB and or Remote must not without written consent from the Owners Corporation duplicate the Security key/FOB and or Remote or permit it to be duplicated and must take all reasonable precautions to ensure that the Security key/FOB and or Remote is not lost or handed to any person other than another Member or occupier and is not disposed of otherwise than by returning it to the Member or the Owners Corporation.

11.5 A Member or occupier of a Lot must promptly notify the Owners Corporation if a Security key/FOB and or Remote issued to him is lost or destroyed. A Member or occupier of the Lot must pay the costs of the replacement of the Security key/FOB and or Remote and re-keying or reprogramming of the building or recoding whichever applicable.

11.6 All doors and windows must be securely fastened when a Lot is unoccupied.

12. CLEANING

A Member or occupier of a Lot must keep their Lot including any balcony or veranda areas clean and in good repair.

13. SIGNS, BLINDS AND AWNINGS

13.1 A Member or occupier of a Lot must not:

13.1.1 At any time display any placard, advertisement or sign in or upon the member's unit and/or accessory unit or in or upon the common property unless the Owners Corporation first grants consent in writing thereto and then only in accordance with the terms and conditions specific in such consent;

13.1.2 At any time erect any signs other than wall-mounted tenant identification signs detailed by the Owners Corporation and specifically not to:

(i) erect rooftop signs, signs externally illuminated, signs or other contrivances that rotate, gyrate, blink or appear to move in any fashion.

(ii) attach any sign to exterior glass unless approved in writing by the Owners Corporation.

(iii) erect a wall sign larger than 4.5m² (3 x 1.5) measured by a rectangle around the outside of the logo and/or logo type

(iv) erect a wall sign in more than the one position where the one sign shall occupy the position immediately above the individual tenancies lot entrance.

(v) apply sign-writing to any window or other glazed area other than for company identification only.

(vi) erect a "sandwich" type 'A' board anywhere on the property.

13.1.3 An owner or occupier of a lot must not at any time fail to reinstate the exterior structure and appearance of the unit and/or accessory unit to the original standard resulting from the removal of any placard, advertisement or sign due to the change of occupancy or business activity within the unit;

13.1.4 Identifying/Advertising/Marketing signage on each lot may only be affixed to the lot in the space designated by the Owners Corporation.

13.1.5 Identifying/Advertising/Marketing signage is to be in keeping with the look, feel and aesthetic appearance of the property.

13.1.6 without the prior written consent of the Owners Corporation install or permit the installation of any awnings.

13.2 No signage, other than that approved by the Owners Corporation, is permitted to be attached to common property, including For Lease, For Sale or other like advertising.

13.3 Owners wishing to erect signage or wishing to instruct others to erect signage, must first obtain written approval from the Owners Corporation and where approval is given, complete and lodge the appropriate 'Board Permission' with the manager and comply with all of the requirements therein.

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13.4 A member must not fail to advise any Real Estate Agent (or similar) acting on their authority that:

13.4.1 Permission must be sought in writing from and if permission is given, must be provided in writing by the Owners Corporation Manager before erecting any "For Sale" or "For Lease" board.

13.4.2 Failure to seek and receive the appropriate permission will result in the signage being removed from the property by the Owners Corporation and the costs charged to the lot owner.

13.4.3 Any "For Sale" or "For Lease" board must be removed within forty-eight (48) hours of the signing of a lease or sale agreement or as soon as requested to do so after they have been in situ for two (2) months.

13.4.4 No "For Sale" or "For Lease" board is to be attached to any fence, building or other structure;

13.4.5 No Common Property power is to be used in conjunction with any "For Sale" or "For Lease" board.

13.4.6 Any permits required for the erection of signage or the display of signage are the responsibility of the Owner or the Owners Agent and are to be provided to the Owners Corporation Manager on request;

13.4.7 The cost of obtaining such permit/s is entirely a cost for the owner or their Agent;

13.4.8 No damage is to be caused to the Common Property;

13.4.9 No more than two (2) agent's "For Sale" or "For Lease" boards will be permitted at the front of the property at any one time.

14. APPEARANCE / PAINTING / FINISHES

14.1 Without limiting any other of these rules, a Member or occupier of a Lot must not without prior written consent of the Owners Corporation, which consent maybe refused

14.1.1 maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

14.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot

14.1.3 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another Lot or another part of the Building;

14.1.4 attach to or hang from the exterior of the Lot any aerial, CCTV camera or any other type of security device or wires;

14.1.5 install or operate any intruder alarm which emits an audible signal;

14.1.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property that is visible from the exterior of the building.

14.1.7 allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will detrimentally change;

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14.1.8 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building,

14.1.9 install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for air conditioning services and plant in the Building,

14.1.10 install any pipes, wiring, cables or the like to the external face of the Building or on common area unless approved or granted a license by the Owners Corporation or Manager,

14.1.11 install, leave or place on any terrace, veranda, balcony or common property any item including (without limitation) a barbeque, outdoor heater, pots, plants or shrubs which cause a nuisance or which can be seen from common property, another Lot, by the general public from street level unless approval is obtained from the Manager and Lot owners that can see the item and the appearance is with the keeping of the general high quality building appearance. The Exception being the Planter Boxes.

14.2 A Member or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building, any veranda or external area to a Lot or any improvement forming part of the common property.

14.3 A Member must repaint the exterior of their Lot including balconies at the direction of the Owners Corporation to that effect but the finish and colours is to be consistent with the existing exterior of the Building.

14.4 A Lot owner may change their windows to double glazing as long as it does not affect the visual appearance of the building

15. RUBBISH

15.1 A Member or occupier of a Lot must not deposit, store or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

15.2 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are delivered to the designated collection point on the day and by the time specified by the rubbish collection contractor so as to ensure that all rubbish capable of collection is collected and removed from the Owners Corporation.

15.2.1 Where an owner or occupier of a lot fails to discharge their duty under clause 14.2 the Owners Corporation will arrange for the rubbish to be removed rom the Owners Corporation and any costs, charges associated with the removal of the rubbish will be charged to the lot owners account and will become a debt due to the Owners Corporation.

15.3 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are returned to their designated storage area within 24 hours of the rubbish being collected by the rubbish collection contractor so as to ensure that all local council rules are complied with and too ensure the Owners Corporation common property and any adjacent property are maintained in a clear, neat and tidy manner.

15.4 A Member or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

15.4.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and

15.4.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and

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15.4.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and

15.4.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage bins situated on the common property.

16. OWNERS CORPORATION CONSENT

A consent given by the Owners Corporation under these rules will be at the discretion of the Owners Corporation and can be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the Member or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the secretary of the Owners Corporation.

18. COMPLIANCE

18.1 A Member or occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

18.2 A Member of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.

18.3 A Member or occupier of a Lot must at the Member's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.

18.4 A Member or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and the common property or which may cause a nuisance or hazard to any other Member or occupier of a Lot or their representative invitees.

18.5 A Member or Occupier of a Lot must ensure that, in relation to any works, including building works and the engagement of removalist's or couriers, conducted on the Lot or on Common Property in relation to the Lot, the requirements of the Occupational Health and Safety Act 2004 (Vic) are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (JSA), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

19. BUILDING AND CONSTRUCTION

19.1 A Member or occupier of a Lot must not, unless it is the Developer, undertake any building works within or about or relating to a Owners Corporation Member's Lot except in accordance with the following requirements:

19.1.1 such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

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19.1.2 the Member or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance annoyance disturbance and inconvenience from building operations to other Lot owners and occupier;

19.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:

19.2.1 submits to the Owners Corporation plans and specifications of any works proposed by the Member or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

19.2.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

19.2.3 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval shall not be effective until such costs have been paid; and

19.2.4 pays such reasonable costs to the Owners Corporation for such consent application.

19.3 The Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.

19.4 Without limiting the generality of the above sub-paragraph the Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

19.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

19.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

19.4.3 construction work must comply with all laws of the relevant statutory authorities;

19.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and

19.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

19.5 Before any of the Member or occupier's works commence the Member or occupier must:

19.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and

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19.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;

19.6 Access shall not be available to other Lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Owners Corporation in the case of common property.

19.7 The Member or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

19.8 The Member or occupier of a Lot must forthwith and within 7 days make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works and must (at the Owners Corporation's election) reimburse the Owners Corporation for the cost incurred or to be incurred by the Owners Corporation in making good any such damage;

19.9 The Renovation Policy Document, which shall be made available by the manager on request in writing to the manager, must be adhered to when undertaking any renovations or improvements on the property.

20. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Lot owner or occupier causing the damage or blockage.

21. ACCESS

21.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner of his or her invitees). The Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

21.2 The Owners Corporation is authorised to commence legal proceedings in VCAT or any other Court of competent jurisdiction against a Lot owner or occupier in urgent or "emergency" situations (as defined in the Act), where such action is to be determined by resolution of the Owners Corporation Committee.

21.3 The Member and or occupier or tenant agree immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the Lot or over the Lot for the purposes of repairs and maintenance of the building and for service providers.

21.4 For the purposes of any window cleaning in the building, the Members of all Lots will provide access on seven (7) days notice to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the Manager.

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21.5 If access is not provided by these times, on a further written notice being provided the Manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

22. BREACH OF RULES

22.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fines or penalties as they deem appropriate from time to time as is advised to Members and occupiers.

22.2 The Member or occupier of a Lot shall, on demand, compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or occupier or their respective tenants, licensees or invitees.

22.3 The Member or occupier of a Lot shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any breach of any rule.

22.4 The Member or occupier of each Lot shall (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular Lot anymore or an occupier not occupying any Lot anymore.

22.5 in addition to the rights of the Owners Corporation referred to in this Clause, the Owners Corporation may charge without notice, penalty interest of 2% per annum above that rate for the time being fixed under the Penalty Interest Rates Act 1993 on outstanding money from the time the money is due until paid in full.

23. SMOKING & DRUGS

23.1 There shall be no smoking allowed in, on or around common areas including without limitation stairwells and rooftops and in and around the Building, save that smoking is permitted on private lot balconies and verandas provided it does not cause a nuisance to other occupiers of the Buildings.

23.2 Illicit or illegal drugs are not permitted on the property at any time.

24. OWNERS CORPORATION ADDITIONAL POWERS

Subject to the relevant legislation, the Owners Corporation (or its predecessor) may together with the Developer or others grant or enter into agreements, licenses, leases or easements ("the agreement") in relation to any common areas in any part of the Building. To the extent of any inconsistency between the Additional Rules and the agreement, the agreement shall prevail.

25. CAR PARKS, CAR STACKERS & STORAGE LOTS

25.1 CLEANING OF CAR PARK AND STORAGE LOTS

25.1.1 A Member or occupier of a Lot must keep the car park and storage Lot clean and in good repair and free of oil, dirt or otherwise ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space or storage Lot which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its

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intention to do such cleaning.

25.1.2 Upon the request of the Owners Corporation or Manager, a Member or occupier of a Lot must provide the Owners Corporation the name, mark and registration of each car owned or regularly used by a Member, occupier or employee of a Lot owner.

25.1.3 A Member or occupier of a Lot must not park in any car park or area within the building not allocated to them or designated for use by them.

25.1.4 A Member or occupier of a Lot acknowledges that they park their car in the car park, common area or building at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

25.1.5 A Member or occupier of a Lot must not wash, service or repair vehicles in the car park or common area.

25.2 **CAR STACKERS**

25.2.1 Where a car parking space is a car stacker, a member or Occupier must undergo a training program prior to using the equipment.

25.2.2 By using the car stacker equipment, the owner or occupier acknowledges that the appropriate training has been sought and delivered.

25.2.3 A Member or occupier of a Lot acknowledges that they use a car stacker at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

26. RUBBISH & STORAGE IN CAR PARK LOTS

26.1 A Member or occupier of a Lot must not keep or store or deposit garbage, bottles, newspapers or rubbish or any articles or items on or in a car park Lot or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

26.2 No storage in a car park Lot is allowed except with the Owners Corporation's prior written consent.

27. VEHICLES, VISITOR CAR PARKING AND BICYCLES

27.1 A Member or occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

27.2 A Member or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within the Lot or parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motorcycles.

27.3 A Member or occupier of a Lot must not permit anyone to park in a space allocated for visitor parking where provided where the purpose of the visit is to attend a property other than at the Building.

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27.4 A Member or occupier of a Lot must not permit a visitor of their Lot to use those spaces allocated for visitors parking where provided for more than 24 hours without prior permission from the Owners Corporation or the Manager.

27.5 A Member or occupier of a Lot must not park within those allocated spaces for visitors parking (where provided).

27.6 A Member or occupier of a Lot must not:

27.6.1 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time;

27.6.2 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

27.6.3 build or install any roller door or similar device or caging without the Owners Corporation's prior written consent;

27.6.4 drive at a speed over 5km/h; and

27.6.5 park more than one car in one car parking Space / Lot/ Stacker.

27.7 All Members acknowledge and agree that a commercial car park Manager may be appointed or licensed by the Owners Corporation on acceptable terms which may involve access to, jurisdiction over and control of all common area driveways.

28. SIGNS ON OR IN CAR PARK LOTS

A Member or occupier of a Lot must not permit or allow the erection or installation or affixation of any car park signage of any kind on a car parking lot or within a car parking lot.

29. INDEMNITY

The Member indemnifies and releases the Owners Corporation and Manager from all claims, costs, damages, actions and expenses as a result of a breach of these Owners Corporation rules.

30. MAIL / NEWSPAPER DELIVERY

The Members must keep clear on each and every day any mail receiving box and or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a Member or the occupier of a Member's Lot be absent for any reason for any period of more than one (1) day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than seven (7) days prior to date or dates for which such waiver is required.

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31. OWNERS CORPORATION COMMITTEE

The Owners Corporation, may, subject to the Owners Corporation legislation, appoint a committee of Owners Corporation Members to act on its behalf for such period as it deems fit.

32. RATES AND TAXES / NOTIFICATION ON SALE

Each Owners Corporation Member shall;

32.1 promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her Lot and all Owners Corporation fees, levies costs and charges that are issued from time to time in the approved form; and

32.2 notify the Owners Corporation immediately of any changes of ownership or occupancy of his / her Lot.

33. ACCESS

The Owners Corporation and the Manager have the right to close, lock off or otherwise control the common areas or any part thereof to prevent undesirable persons from entering.

34. LIFTS

34.1 The Owners Corporation Manager is delegated the power to enter into maintenance contracts for the regular servicing and maintenance of the lifts.

34.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction into the lift without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.

34.3 A Member or occupier of a Lot may be asked to pay a surety of $150.00 prior to using the Lift of the building.(the surety) Any damage caused as a result of using the lift will be deducted from the surety and the balance of which will be refunded with 7 days of the completion of the move.

34.4 The Member or occupier of the Lot will be liable for any damage caused to the Lift arising from the movement of any article of furniture or any other article likely to cause damage or destruction.

35. PLANTER BOXES

35.1 An owner or occupier of a lot must regularly maintain and water the plants in the Planter Boxes where present.

35.2 If the plants in the planter boxes die, the owner or occupier of a lot must immediately replace them at their cost and if not the Owners Corporation may replace them and charge the owner of the lot for the cost.

36. SHORT TERM LETTING

36.1 An owner or occupier or agent of an owner or occupier must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of less than 90 (ninety) calendar days.

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36.2 No residential lot is to be leased, subleased, licensed, rented, hired or otherwise dealt with to any person or entity that has the intention to use the lot in connection with a business or commercial operation and more specifically a commercial operation that derives it's revenue from short term letting of residential premises.

37. PETS

The owner or a occupier of a lot may keep domestic pets in the lot subject to the following:-

37.1 each animal is a domesticated pet;

37.2 not keep, mind or allow any more that one (1) dog and/or one (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

37.3 any pet or domestic animal, including a cat or dog, does not exceed 10 Kilos in gross weight;

37.4 any pet or domestic animal does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots;

37.5 each pet or visitors pet is not unleashed or allowed to roam freely while on the common property area or on/in any common property facilities;

37.6 each pet or visitors pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;

37.7 that each pet is kept clean, quiet and controlled at all times;

37.8 an owner or occupier or a visitor to an owner or occupier must make their best endeavours to ensure that any animal belonging to them or in their care does not urinate or defecate on Common Property or in Common Property facilities including internal court yards;

37.9 an owner or occupier keeping, minding or allowing a domestic animal on the common property must ensure that all excrement caused/created by the animal on common property is promptly collected and disposed of in an appropriate manner in a receptacle used for the removal of rubbish;

37.10 An owner or occupier must not allow any animal excrement or animal debris to build up, run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, any other Lot or any part thereof;

37.11 An owner or occupier must not keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and only then in a manner that does not cause a nuisance to any other Occupier;

37.12 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

37.13 An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule 37.12 must remove that animal.

37.14 Sub-rule 37.12 and 37.13 do not apply to an animal that assists a person with an impairment or disability.

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38. CONTACT DETAILS

An owner of a lot must advise the Manager of:

- a local Australian business hours telephone number;
- a local Australian after hours telephone number;
- a local Australian address; for
    - the owner
    - the Occupier of the Member's Lot;

and must promptly advise the Manager of any change in their address or telephone number.

39. MEETINGS OF THE OWNERS CORPORATION

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

39.1.1 cause any interference, disruption or nuisance at any meetings of the Owners Corporation;

39.1.2 raise or cause to be raised any issues which are not related to the Common Property or the general maintenance and upkeep of the Development as a whole.

39.1.3 A Member must not, and must ensure that the Occupier of a Member's Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

40. INTEREST

The Owners Corporation will charge interest on money owed by a member to the Owners Corporation 28 days after the due date for all fees and charges that are outstanding where the amount owing is in excess of an amount of $50.00 set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006.

The rate of interest charged is fixed under the Penalty Interest Rates Act 1983 or any Act which supersedes that Act and such interest will be applied from the due date on the full amount outstanding.

The manager is delegated the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

41. LEGAL ACTION FOR THE RECOVERY OF ANY FEES, LEVIES, COSTS AND CHARGES

41.1 The manager is authorised to initiate legal action on behalf of the Owners Corporation in the Magistrates Court or any other court of competent jurisdiction, including for the purpose of bankruptcy or winding up of a company for the recover of any debt due from the person or persons in default or breach, any outstanding or overdue fees, levies as well as costs or charges due incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.

41.2 The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this rule to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

41.3 This rule does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 and any subsequent amendments to that Act to recover fees levies and charges and other money due to the Owners Corporation or to enforce the Rules of the Owners Corporation.

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41.4 A unit owner shall be liable on an indemnity basis to the Owners Corporation for all legal costs charges and disbursements incurred by the Owners Corporation or the Owners Corporation Manager, legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that lot owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.

41.5 A Fee Reminder Notice may be issued by the manager to the owner accompanied by a fee which fee is to be invoiced to the Owners Corporation and then added as a charge to the owner's lot account where their lot account is in arrears for more than 7 days after the due date.

- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.6 A Final Fee Notice issued in accordance with s32 of the Owners Corporations Act 2006 will be issued by the manager to an owner or owners whose lot account is in arrears for more than 28 days after the due date and any costs and charges associated with the issuing of the Final Fee Notice will be invoiced to the Owners Corporation and then added as a charge to the owner's lot account.

- The cost of issuing the Final Fee Notice will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.7 A Legal/Mercantile Collection Agency referral fee will be charged by the managers to the Owners Corporation and then added as a charge to the owners lot account who have been issued with a Final Fee Notice from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the full debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.8 Any further costs charges and disbursements associated with Solicitors, Magistrates Court, County Court, Supreme Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, added to the owners lot account and then recovered from the individual lot owners as a debt due to the Owners Corporation. The amount of any fees will be derived from any costs agreement entered into between the Owners Corporation and a legal practitioner as well as the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.9 Where an owner seeks approval for the adoption of a payment plan for fees owing or due from the manager, the manager will refer the matter to the Chairperson of the Owners Corporation for authorisation to accept or reject the payment plan and the Chairperson may seek consultation with the Owners Corporation Committee, should one be elected, prior to any authorisation being given or denied.

41.10 Where a payment plan is approved by the Chairperson, the plan must be documented on the Payment Plan Schedule which must be executed by the owner and lodged with the manager failing which the Payment Plan will be deemed to have not been entered into.

41.11 The Owners Corporation acknowledges that Debt Collection is a duty outside of the regular duties of a

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manager and the cost is not covered or included in the management fee and that the manager is entitled to charge the Owners Corporation additional fees for debt collection in accordance with the schedule of fees as detailed in the Contract of Appointment.

I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation dated Tuesday 14 July 2015



Secretary of Owners Corporation Plan of Subdivision: **PS710947A –** StrataPrime Pty Ltd

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OCPS: PS710947A OC 1 - 394-398 Middleborough Rd BLACKBURN 3130
CONSOLIDATED RULES
In addition to the Model Rules

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006(Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

Interpretation/Definitions

"Act" means Owners Corporations Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in Plan of Subdivision No PS710947A and known as 394-398 Middleborough Rd BLACKBURN 3130.

"Developer" means the person, persons, entity or entity's that own the land and any buildings that are constructed thereon immediately prior to the registration of the Plan of Subdivision with the Land Titles office and is the subsequent owner of a lot or lots on the Plan.

"FOB" is more commonly called a key fob and is a small security hardware device with built-in authentication used to control and secure access to areas within a building.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Manager" has the same meaning as detailed in section 119 of the Act.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation Plan of Subdivision PS710947A Plan 1

"OCPS" means Owners Corporation Plan of Subdivision

"Owner" means an owner of a Lot on the Plan of Subdivision.

"Plan of Subdivision" means Plan of Subdivision No PS710947A

"Regulations" means the Owners Corporations Regulations

"Security Key" means any security key, security or swipe card, garage access codes or any other device to secure the Building or any part thereof, or to gain entry thereto

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1. BEHAVIOUR

1.1 A Member or occupier of a Lot when on common property or in any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using common property.

1.2 A Member or occupier of a Lot must not:

1.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or of any person lawfully using common property; or

1.2.2 obstruct the lawful use of common property by any person.

1.2.3 use or allow the use of hammer, drills, jack hammers or similar devices in a Lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays except with the prior written approval of the Manager and subject to any legally permitted times.

1.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware or food / liquids onto the common property.

1.2.5 Rule 1.2.4 will not apply as to consumption of alcohol in any licensed restaurant or cafe on the Plan or any adjacent area licensed to a tenant / licensee for use as a restaurant / cafe nor taking glassware or food / liquids onto common property if this activity is in a licensed or sub-licensed area from the Developer or the Owners Corporation.

1.2.6 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property and in and around buildings and car park areas.

1.2.7 permit any children under the control of that Member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

1.2.8 permit any persons under the control of that person to use and / or park on the common property any skateboards, roller skates, scooters or roller blades and no bicycles may be ridden, used or parked in common areas.

2. SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member 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:

2.1.1 the structural integrity of any part of the common property is impaired; or

2.1.2 the provision of services through the Lot or the common property is interfered with in any way; or

2.1.3 any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;

3. Change to Business Activity, Occupancy or Tenancy

3.1 An owner must –

3.1.1 Advise the Owners Corporation of any change to the unit occupant or business activity within

fourteen (14) days of such change; and

3.1.2 Provide to the Owners Corporation in writing the name of the unit occupant as to appear on the "Directory Board" within 28 days of the occupancy; and

3.1.3 Remit payment for the costs incurred by the Owners Corporation in updating of the occupant details on the property "Directory Board" at the front of the property when requested; and

3.1.4 Ensure that their tenant is provided with a copy of the Owners Corporation Rules prior to entering into a "Lease Agreement"; and

3.1.5 Ensure that the Rules of the Owners Corporation form part of any "Lease Agreement" with their tenant; and

3.1.6 Provide their tenant with any amendments to the Owners Corporation Rules within 28 days of notification of such change.

4. MOVING IN OR OUT

4.1 A Member or occupier of a Lot must not move in or move out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving prior approval in writing from the Owners Corporation manager for the day and time of the proposed move. The Member or the Occupier of the Member's Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times;

4.1.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.

4.1.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.

4.1.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move in or move out.

4.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present and so that the Elevator Protective Blankets can be installed in the lifts.

4.2.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.

4.2.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.

4.2.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move through common property.

4.3 A Member or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager (provided that the Manager shall not be liable for any loss or damage).

4.4 Without limiting the generality of the foregoing rules, a Member or occupier of a Lot may only move articles likely to cause damage into or out of the building through the basement car park (if in existence) and only then via the basement entrance unless due to height restrictions this is not possible in which case the consent of the Manager is required for an alternative.

4.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a

representative of the Manager and the Member or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The Member or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.

4.6 A Member or occupier of a Lot may be asked to pay a surety of $500.00, prior to moving in or out of the building. The costs of making good any damage caused as a result of the move in or out will be deducted from the surety, the balance of which will be refunded within 7 days of the completion of the move.

4.7 A Member or occupier of a Lot may not under any circumstances store any article of furniture or any other article in the common property ie Common Entry, Common Hallway or Common Thoroughfare.

5. INTERFERENCE

5.1 A Member or occupier of a Lot must not:

5.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.

4.1.2 without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

4.1.3 Modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

4.1.4 Enter any plant room without the prior written consent of the Owners Corporation.

4.1.5 Modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.

4.1.6 Install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.

4.1.7 Replace or use any floor coverings which will create undue noise to adjoining Members or occupiers or those underneath the Lot the installation of floor tiles to bedrooms and other areas which may cause noise to lots underneath.

4.1.8 Not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

4.1.9 Interfere with or obstruct the Manager from performing its duties from time to time.

6. DAMAGE AND REPAIRS

6.1 A Member or occupier of a Lot shall not mark, paint or otherwise damage or deface, any part of the common property.

6.2 A Member or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy.

6.3 A Member must promptly repair and maintain the interior and exterior of the Lot.

6.4 Liability is specifically imposed on lot owners and occupiers for damage to common property arising out of

negligence of a licensee or invitee who caused the damage.

6.5 The costs of a false alarm call out by any authority or specialist contractor or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from lot owners and occupiers.

7. COMMON PROPERTY DEFECTS

A Member or occupier of a Lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

8. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL / FIRE / SAFETY

8.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may.-

8.1.1 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 Members or occupiers of any part of the common property;

8.1.2 permit, to the exclusion of Members and occupiers, any designated part of 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;

8.1.3 restrict by means of key or other security device the access of the Members or occupiers of one or more levels of the Lots to any other level of the Lots or to common property or any part of the land in the Plan; and

8.1.4 restrict or close off permanently or from time to time by any means access between common property in the Owners Corporation to another.

8.2 A Member and occupier of a Lot must comply with all directions and rules of the Owners Corporation in relation to precautions against fire and other emergencies.

8.3 A Member must not, and must ensure that the Occupier of a Member's lot does not:

8.3.1 access or use the roof of the Building without the written consent of the Owners Corporation; and

8.3.2 prevent or object to any person authorised by the Owners Corporation to access the roof of the Building for maintenance purposes.

8.4 For the purposes of common areas for all Owners Corporations in the Plan, all newly purchased upholstered furnishings, mattresses, curtains and the like that are located in public corridors of residential areas should be flame-retardant or treated with flame retardant to minimize the risk of ignition. Carpets must be selected with low flammability and flame spread and non combustible wall and ceiling linings.

8.5 Lot owners and occupiers will allow periodic testing and maintenance of all fire systems and must comply with all fire safety and prevention laws and regulations including the building regulations that relate to fire, fire prevention and systems. As much as possible, fire systems (ie. sprinklers, detection equipment, exhausts, emergency lighting, etc.) must be as fully operational as possible during any works such as fit out and reinstatement must take place to ensure systems are operative as far as possible at the end of each day.

8.5.1 Any costs associated with attendance by specialist personnel to activate or de-activate or isolate or re instate fire systems as a result of a requirement of a lot owner or occupier seeking to renovate or modify their lot will be at the cost of the lot so requesting the de-activation or isolation of a particular element of the fire system.

8.6 A Member and occupier of a Lot must partake in evacuation drills as and when directed by the owners corporation or the owners corporation manager.

9. STORAGE OF CHEMICALS

A Member or occupier of a Lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

10. INSURANCE

10.1 An owner or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

10.2 An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums for the Owners Corporation.

10.3 In the event of a claim on the Owners Corporation Insurance Policy, the lot that is identified as being responsible for causing the claimable event that initiated the claim will be responsible for paying any excess.

10.4 Where that event is identified as emanating from or associated with the Common Property, the Owners Corporation will be responsible for paying the Insurance Excess.

10.5 The Owners Corporation will issue a work order to a Sworn Valuer every three (3) years for the express purpose of providing a valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

10.6 The Owners Corporation will issue a work order to a Sworn Valuer every year bewteen the three (3) years for the express purpose of providing a desk top valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

11. SECURITY AND SECURITY KEYS

11.1 A Member or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

11.2 The Owners Corporation may charge a reasonable fee for any additional Security key/FOB and or Remote required/requested by a Member, a Members agent or a Members tenant.

11.3 A Member of a Lot must exercise a high degree of caution and responsibility in making a 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 license of a Lot to the occupier to ensure the return of the Security key/FOB and or Remote to the Member or the Owners Corporation.

11.4 A Member or occupier of a Lot in possession of a Security key/FOB and or Remote must not without written consent from the Owners Corporation duplicate the Security key/FOB and or Remote or permit it to be duplicated and must take all reasonable precautions to ensure that the Security key/FOB and or Remote is not lost or handed to any person other than another Member or occupier and is not disposed of otherwise than by returning it to the Member or the Owners Corporation.

11.5 A Member or occupier of a Lot must promptly notify the Owners Corporation if a Security key/FOB and or Remote issued to him is lost or destroyed. A Member or occupier of the Lot must pay the costs of the replacement of the Security key/FOB and or Remote and re-keying or reprogramming of the building or recoding whichever applicable.

11.6 All doors and windows must be securely fastened when a Lot is unoccupied.

12. CLEANING

A Member or occupier of a Lot must keep their Lot including any balcony or veranda areas clean and in good repair.

13. SIGNS, BLINDS AND AWNINGS

13.1 A Member or occupier of a Lot must not:

13.1.1 At any time display any placard, advertisement or sign in or upon the member's unit and/or accessory unit or in or upon the common property unless the Owners Corporation first grants consent in writing thereto and then only in accordance with the terms and conditions specific in such consent;

13.1.2 At any time erect any signs other than wall-mounted tenant identification signs detailed by the Owners Corporation and specifically not to:

(i) erect rooftop signs, signs externally illuminated, signs or other contrivances that rotate, gyrate, blink or appear to move in any fashion.

(ii) attach any sign to exterior glass unless approved in writing by the Owners Corporation.

(iii) erect a wall sign larger than 4.5m² (3 x 1.5) measured by a rectangle around the outside of the logo and/or logo type

(iv) erect a wall sign in more than the one position where the one sign shall occupy the position immediately above the individual tenancies lot entrance.

(v) apply sign-writing to any window or other glazed area other than for company identification only.

(vi) erect a "sandwich" type 'A' board anywhere on the property.

13.1.3 An owner or occupier of a lot must not at any time fail to reinstate the exterior structure and appearance of the unit and/or accessory unit to the original standard resulting from the removal of any placard, advertisement or sign due to the change of occupancy or business activity within the unit;

13.1.4 Identifying/Advertising/Marketing signage on each lot may only be affixed to the lot in the space designated by the Owners Corporation.

13.1.5 Identifying/Advertising/Marketing signage is to be in keeping with the look, feel and aesthetic appearance of the property.

13.1.6 without the prior written consent of the Owners Corporation install or permit the installation of any awnings.

13.2 No signage, other than that approved by the Owners Corporation, is permitted to be attached to common property, including For Lease, For Sale or other like advertising.

13.3 Owners wishing to erect signage or wishing to instruct others to erect signage, must first obtain written approval from the Owners Corporation and where approval is given, complete and lodge the appropriate 'Board Permission' with the manager and comply with all of the requirements therein.

13.4 A member must not fail to advise any Real Estate Agent (or similar) acting on their authority that:

13.4.1 Permission must be sought in writing from and if permission is given, must be provided in writing by the Owners Corporation Manager before erecting any "For Sale" or "For Lease" board.

13.4.2 Failure to seek and receive the appropriate permission will result in the signage being removed from the property by the Owners Corporation and the costs charged to the lot owner.

13.4.3 Any "For Sale" or "For Lease" board must be removed within forty-eight (48) hours of the signing of a lease or sale agreement or as soon as requested to do so after they have been in situ for two (2) months.

13.4.4 No "For Sale" or "For Lease" board is to be attached to any fence, building or other structure;

13.4.5 No Common Property power is to be used in conjunction with any "For Sale" or "For Lease" board.

13.4.6 Any permits required for the erection of signage or the display of signage are the responsibility of the Owner or the Owners Agent and are to be provided to the Owners Corporation Manager on request;

13.4.7 The cost of obtaining such permit/s is entirely a cost for the owner or their Agent;

13.4.8 No damage is to be caused to the Common Property;

13.4.9 No more than two (2) agent's "For Sale" or "For Lease" boards will be permitted at the front of the property at any one time.

14. APPEARANCE / PAINTING / FINISHES

14.1 Without limiting any other of these rules, a Member or occupier of a Lot must not without prior written consent of the Owners Corporation, which consent maybe refused

14.1.1 maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

14.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot

14.1.3 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another Lot or another part of the Building;

14.1.4 attach to or hang from the exterior of the Lot any aerial, CCTV camera or any other type of security device or wires;

14.1.5 install or operate any intruder alarm which emits an audible signal;

14.1.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property that is visible from the exterior of the building.

14.1.7 allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will detrimentally change;

14.1.8 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building,

14.1.9 install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for air conditioning services and plant in the Building,

14.1.10 install any pipes, wiring, cables or the like to the external face of the Building or on common area unless approved or granted a license by the Owners Corporation or Manager,

14.1.11 install, leave or place on any terrace, veranda, balcony or common property any item including (without limitation) a barbeque, outdoor heater, pots, plants or shrubs which cause a nuisance or which can be seen from common property, another Lot, by the general public from street level unless approval is obtained from the Manager and Lot owners that can see the item and the appearance is with the keeping of the general high quality building appearance. The Exception being the Planter Boxes.

14.2 A Member or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building, any veranda or external area to a Lot or any improvement forming part of the common property.

14.3 A Member must repaint the exterior of their Lot including balconies at the direction of the Owners Corporation to that effect but the finish and colours is to be consistent with the existing exterior of the Building.

14.4 A Lot owner may change their windows to double glazing as long as it does not affect the visual appearance of the building

15. RUBBISH

15.1 A Member or occupier of a Lot must not deposit, store or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

15.2 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are delivered to the designated collection point on the day and by the time specified by the rubbish collection contractor so as to ensure that all rubbish capable of collection is collected and removed from the Owners Corporation.

15.2.1 Where an owner or occupier of a lot fails to discharge their duty under clause 14.2 the Owners Corporation will arrange for the rubbish to be removed rom the Owners Corporation and any costs, charges associated with the removal of the rubbish will be charged to the lot owners account and will become a debt due to the Owners Corporation.

15.3 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are returned to their designated storage area within 24 hours of the rubbish being collected by the rubbish collection contractor so as to ensure that all local council rules are complied with and too ensure the Owners Corporation common property and any adjacent property are maintained in a clear, neat and tidy manner.

15.4 A Member or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

15.4.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and

15.4.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and

15.4.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and

15.4.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage bins situated on the common property.

16. OWNERS CORPORATION CONSENT

A consent given by the Owners Corporation under these rules will be at the discretion of the Owners Corporation and can be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the Member or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the secretary of the Owners Corporation.

18. COMPLIANCE

18.1 A Member or occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

18.2 A Member of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.

18.3 A Member or occupier of a Lot must at the Member's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.

18.4 A Member or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and the common property or which may cause a nuisance or hazard to any other Member or occupier of a Lot or their representative invitees.

18.5 A Member or Occupier of a Lot must ensure that, in relation to any works, including building works and the engagement of removalist's or couriers, conducted on the Lot or on Common Property in relation to the Lot, the requirements of the Occupational Health and Safety Act 2004 (Vic) are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (JSA), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

19. BUILDING AND CONSTRUCTION

19.1 A Member or occupier of a Lot must not, unless it is the Developer, undertake any building works within or about or relating to a Owners Corporation Member's Lot except in accordance with the following requirements:

19.1.1 such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

19.1.2 the Member or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance annoyance disturbance and inconvenience from building operations to other Lot owners and occupier;

19.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:

19.2.1 submits to the Owners Corporation plans and specifications of any works proposed by the Member or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

19.2.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

19.2.3 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval shall not be effective until such costs have been paid; and

19.2.4 pays such reasonable costs to the Owners Corporation for such consent application.

19.3 The Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.

19.4 Without limiting the generality of the above sub-paragraph the Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

19.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

19.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

19.4.3 construction work must comply with all laws of the relevant statutory authorities;

19.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and

19.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

19.5 Before any of the Member or occupier's works commence the Member or occupier must:

19.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and

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19.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;

19.6 Access shall not be available to other Lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Owners Corporation in the case of common property.

19.7 The Member or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

19.8 The Member or occupier of a Lot must forthwith and within 7 days make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works and must (at the Owners Corporation's election) reimburse the Owners Corporation for the cost incurred or to be incurred by the Owners Corporation in making good any such damage;

19.9 The Renovation Policy Document, which shall be made available by the manager on request in writing to the manager, must be adhered to when undertaking any renovations or improvements on the property.

20. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Lot owner or occupier causing the damage or blockage.

21. ACCESS

21.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner of his or her invitees). The Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

21.2 The Owners Corporation is authorised to commence legal proceedings in VCAT or any other Court of competent jurisdiction against a Lot owner or occupier in urgent or "emergency" situations (as defined in the Act), where such action is to be determined by resolution of the Owners Corporation Committee.

21.3 The Member and or occupier or tenant agree immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the Lot or over the Lot for the purposes of repairs and maintenance of the building and for service providers.

21.4 For the purposes of any window cleaning in the building, the Members of all Lots will provide access on seven (7) days notice to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the Manager.

21.5 If access is not provided by these times, on a further written notice being provided the Manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

22. BREACH OF RULES

22.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fines or penalties as they deem appropriate from time to time as is advised to Members and occupiers.

22.2 The Member or occupier of a Lot shall, on demand, compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or occupier or their respective tenants, licensees or invitees.

22.3 The Member or occupier of a Lot shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any breach of any rule.

22.4 The Member or occupier of each Lot shall (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular Lot anymore or an occupier not occupying any Lot anymore.

22.5 in addition to the rights of the Owners Corporation referred to in this Clause, the Owners Corporation may charge without notice, penalty interest of 2% per annum above that rate for the time being fixed under the Penalty Interest Rates Act 1993 on outstanding money from the time the money is due until paid in full.

23. SMOKING & DRUGS

23.1 There shall be no smoking allowed in, on or around common areas including without limitation stairwells and rooftops and in and around the Building, save that smoking is permitted on private lot balconies and verandas provided it does not cause a nuisance to other occupiers of the Buildings.

23.2 Illicit or illegal drugs are not permitted on the property at any time.

24. OWNERS CORPORATION ADDITIONAL POWERS

Subject to the relevant legislation, the Owners Corporation (or its predecessor) may together with the Developer or others grant or enter into agreements, licenses, leases or easements ("the agreement") in relation to any common areas in any part of the Building. To the extent of any inconsistency between the Additional Rules and the agreement, the agreement shall prevail.

25. CAR PARKS, CAR STACKERS & STORAGE LOTS

25.1 CLEANING OF CAR PARK AND STORAGE LOTS

25.1.1 A Member or occupier of a Lot must keep the car park and storage Lot clean and in good repair and free of oil, dirt or otherwise ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space or storage Lot which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its

intention to do such cleaning.

25.1.2 Upon the request of the Owners Corporation or Manager, a Member or occupier of a Lot must provide the Owners Corporation the name, mark and registration of each car owned or regularly used by a Member, occupier or employee of a Lot owner.

25.1.3 A Member or occupier of a Lot must not park in any car park or area within the building not allocated to them or designated for use by them.

25.1.4 A Member or occupier of a Lot acknowledges that they park their car in the car park, common area or building at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

25.1.5 A Member or occupier of a Lot must not wash, service or repair vehicles in the car park or common area.

25.2 **CAR STACKERS**

25.2.1 Where a car parking space is a car stacker, a member or Occupier must undergo a training program prior to using the equipment.

25.2.2 By using the car stacker equipment, the owner or occupier acknowledges that the appropriate training has been sought and delivered.

25.2.3 A Member or occupier of a Lot acknowledges that they use a car stacker at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

26. RUBBISH & STORAGE IN CAR PARK LOTS

26.1 A Member or occupier of a Lot must not keep or store or deposit garbage, bottles, newspapers or rubbish or any articles or items on or in a car park Lot or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

26.2 No storage in a car park Lot is allowed except with the Owners Corporation's prior written consent.

27. VEHICLES, VISITOR CAR PARKING AND BICYCLES

27.1 A Member or occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

27.2 A Member or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within the Lot or parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motorcycles.

27.3 A Member or occupier of a Lot must not permit anyone to park in a space allocated for visitor parking where provided where the purpose of the visit is to attend a property other than at the Building.

27.4 A Member or occupier of a Lot must not permit a visitor of their Lot to use those spaces allocated for visitors parking where provided for more than 24 hours without prior permission from the Owners Corporation or the Manager.

27.5 A Member or occupier of a Lot must not park within those allocated spaces for visitors parking (where provided).

27.6 A Member or occupier of a Lot must not:

27.6.1 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time;

27.6.2 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

27.6.3 build or install any roller door or similar device or caging without the Owners Corporation's prior written consent;

27.6.4 drive at a speed over 5km/h; and

27.6.5 park more than one car in one car parking Space / Lot/ Stacker.

27.7 All Members acknowledge and agree that a commercial car park Manager may be appointed or licensed by the Owners Corporation on acceptable terms which may involve access to, jurisdiction over and control of all common area driveways.

28. SIGNS ON OR IN CAR PARK LOTS

A Member or occupier of a Lot must not permit or allow the erection or installation or affixation of any car park signage of any kind on a car parking lot or within a car parking lot.

29. INDEMNITY

The Member indemnifies and releases the Owners Corporation and Manager from all claims, costs, damages, actions and expenses as a result of a breach of these Owners Corporation rules.

30. MAIL / NEWSPAPER DELIVERY

The Members must keep clear on each and every day any mail receiving box and or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a Member or the occupier of a Member's Lot be absent for any reason for any period of more than one (1) day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than seven (7) days prior to date or dates for which such waiver is required.

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31. OWNERS CORPORATION COMMITTEE

The Owners Corporation, may, subject to the Owners Corporation legislation, appoint a committee of Owners Corporation Members to act on its behalf for such period as it deems fit.

32. RATES AND TAXES / NOTIFICATION ON SALE

Each Owners Corporation Member shall;

32.1 promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her Lot and all Owners Corporation fees, levies costs and charges that are issued from time to time in the approved form; and

32.2 notify the Owners Corporation immediately of any changes of ownership or occupancy of his / her Lot.

33. ACCESS

The Owners Corporation and the Manager have the right to close, lock off or otherwise control the common areas or any part thereof to prevent undesirable persons from entering.

34. LIFTS

34.1 The Owners Corporation Manager is delegated the power to enter into maintenance contracts for the regular servicing and maintenance of the lifts.

34.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction into the lift without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.

34.3 A Member or occupier of a Lot may be asked to pay a surety of $150.00 prior to using the Lift of the building.(the surety) Any damage caused as a result of using the lift will be deducted from the surety and the balance of which will be refunded with 7 days of the completion of the move.

34.4 The Member or occupier of the Lot will be liable for any damage caused to the Lift arising from the movement of any article of furniture or any other article likely to cause damage or destruction.

35. PLANTER BOXES

35.1 An owner or occupier of a lot must regularly maintain and water the plants in the Planter Boxes where present.

35.2 If the plants in the planter boxes die, the owner or occupier of a lot must immediately replace them at their cost and if not the Owners Corporation may replace them and charge the owner of the lot for the cost.

36. SHORT TERM LETTING

36.1 An owner or occupier or agent of an owner or occupier must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of less than 90 (ninety) calendar days.

36.2 No residential lot is to be leased, subleased, licensed, rented, hired or otherwise dealt with to any person or entity that has the intention to use the lot in connection with a business or commercial operation and more specifically a commercial operation that derives it's revenue from short term letting of residential premises.

37. PETS

The owner or a occupier of a lot may keep domestic pets in the lot subject to the following:-

37.1 each animal is a domesticated pet;

37.2 not keep, mind or allow any more that one (1) dog and/or one (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

37.3 any pet or domestic animal, including a cat or dog, does not exceed 10 Kilos in gross weight;

37.4 any pet or domestic animal does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots;

37.5 each pet or visitors pet is not unleashed or allowed to roam freely while on the common property area or on/in any common property facilities;

37.6 each pet or visitors pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;

37.7 that each pet is kept clean, quiet and controlled at all times;

37.8 an owner or occupier or a visitor to an owner or occupier must make their best endeavours to ensure that any animal belonging to them or in their care does not urinate or defecate on Common Property or in Common Property facilities including internal court yards;

37.9 an owner or occupier keeping, minding or allowing a domestic animal on the common property must ensure that all excrement caused/created by the animal on common property is promptly collected and disposed of in an appropriate manner in a receptacle used for the removal of rubbish;

37.10 An owner or occupier must not allow any animal excrement or animal debris to build up, run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, any other Lot or any part thereof;

37.11 An owner or occupier must not keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and only then in a manner that does not cause a nuisance to any other Occupier;

37.12 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

37.13 An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule 37.12 must remove that animal.

37.14 Sub-rule 37.12 and 37.13 do not apply to an animal that assists a person with an impairment or disability.

38. CONTACT DETAILS

An owner of a lot must advise the Manager of:

- a local Australian business hours telephone number;
- a local Australian after hours telephone number;
- a local Australian address; for
    - the owner
    - the Occupier of the Member's Lot;

and must promptly advise the Manager of any change in their address or telephone number.

39. MEETINGS OF THE OWNERS CORPORATION

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

39.1.1 cause any interference, disruption or nuisance at any meetings of the Owners Corporation;

39.1.2 raise or cause to be raised any issues which are not related to the Common Property or the general maintenance and upkeep of the Development as a whole.

39.1.3 A Member must not, and must ensure that the Occupier of a Member's Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

40. INTEREST

The Owners Corporation will charge interest on money owed by a member to the Owners Corporation 28 days after the due date for all fees and charges that are outstanding where the amount owing is in excess of an amount of $50.00 set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006.

The rate of interest charged is fixed under the Penalty Interest Rates Act 1983 or any Act which supersedes that Act and such interest will be applied from the due date on the full amount outstanding.

The manager is delegated the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

41. LEGAL ACTION FOR THE RECOVERY OF ANY FEES, LEVIES, COSTS AND CHARGES

41.1 The manager is authorised to initiate legal action on behalf of the Owners Corporation in the Magistrates Court or any other court of competent jurisdiction, including for the purpose of bankruptcy or winding up of a company for the recover of any debt due from the person or persons in default or breach, any outstanding or overdue fees, levies as well as costs or charges due incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.

41.2 The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this rule to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

41.3 This rule does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 and any subsequent amendments to that Act to recover fees levies and charges and other money due to the Owners Corporation or to enforce the Rules of the Owners Corporation.

41.4 A unit owner shall be liable on an indemnity basis to the Owners Corporation for all legal costs charges and disbursements incurred by the Owners Corporation or the Owners Corporation Manager, legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that lot owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.

41.5 A Fee Reminder Notice may be issued by the manager to the owner accompanied by a fee which fee is to be invoiced to the Owners Corporation and then added as a charge to the owner's lot account where their lot account is in arrears for more than 7 days after the due date.

- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.6 A Final Fee Notice issued in accordance with s32 of the Owners Corporations Act 2006 will be issued by the manager to an owner or owners whose lot account is in arrears for more than 28 days after the due date and any costs and charges associated with the issuing of the Final Fee Notice will be invoiced to the Owners Corporation and then added as a charge to the owner's lot account.

- The cost of issuing the Final Fee Notice will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.7 A Legal/Mercantile Collection Agency referral fee will be charged by the managers to the Owners Corporation and then added as a charge to the owners lot account who have been issued with a Final Fee Notice from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the full debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.8 Any further costs charges and disbursements associated with Solicitors, Magistrates Court, County Court, Supreme Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, added to the owners lot account and then recovered from the individual lot owners as a debt due to the Owners Corporation. The amount of any fees will be derived from any costs agreement entered into between the Owners Corporation and a legal practitioner as well as the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

41.9 Where an owner seeks approval for the adoption of a payment plan for fees owing or due from the manager, the manager will refer the matter to the Chairperson of the Owners Corporation for authorisation to accept or reject the payment plan and the Chairperson may seek consultation with the Owners Corporation Committee, should one be elected, prior to any authorisation being given or denied.

41.10 Where a payment plan is approved by the Chairperson, the plan must be documented on the Payment Plan Schedule which must be executed by the owner and lodged with the manager failing which the Payment Plan will be deemed to have not been entered into.

41.11 The Owners Corporation acknowledges that Debt Collection is a duty outside of the regular duties of a

manager and the cost is not covered or included in the management fee and that the manager is entitled to charge the Owners Corporation additional fees for debt collection in accordance with the schedule of fees as detailed in the Contract of Appointment.

I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation dated Tuesday 14 July 2015



Secretary of Owners Corporation Plan of Subdivision: **PS710947A –** StrataPrime Pty Ltd

MINUTES

MINUTES OF THE ANNUAL GENERAL MEETING
for
OWNERS CORPORATION - 1 & 2 PS 710947A

394-398 Middleborough Road, Blackburn, VIC 3130

Held Tuesday, 9th of September 2025 at 5.30 PM

Via

MICROSOFT TEAMS

1 Appointment of meeting Chairperson and minute taker

Motion: The Owners Corporation resolves to appoint Jacqui Eaton as chairperson and minute taker of the meeting

Carried

2 Attendance, Proxies & Apologies

As per Part 4, Division 4 of the Owners Corporations Act 2006, a lot owner has the right to appoint a proxy to attend the meeting and vote on your behalf.

Lot	Owner Name	Attendance/Proxy/Apology
208	Emma Ritchie	Attendance
210	Jessica Healey	Attendance
401	Nirmala Shanmugam	Attendance
410	Daniel Congdon	Attendance
109	Mitchell Evans	Attendance
405	Denise Bewry	Attendance
409	John Winter	Attendance

Also in attendance without voting rights:

- Jacqui Eaton – Strata Equity Management

3 Quorum

As less than 50% of the members were represented at the meeting in person or by proxies an interim meeting was declared. The Meeting could proceed but any decisions made would be interim decisions. Members have 28 days to object to the resolutions made at the meeting. If 25% of members object then another meeting will be called. If after the 29 days no objections have been received all resolutions made at the meeting stand..

4 Voting at Meeting

As per Part 4, Division 6 of the Owners Corporations Act 2006, only those lot owners which have no arrears for any amount owed to the Owners Corporation were entitled to vote in a general resolution of the meeting.

All lots present were financial.

Motion: The Owners Corporation resolves that voting at the meeting was by show of hands and one vote per lot, unless a poll vote was called for.

Carried

5 Confirmation of minutes of previous meeting

The minutes of the previous Annual General Meeting was distributed with the Notice of Meeting.

Motion: The Owners Corporation resolves to accept the minutes of the previous Annual General Meeting as a true and accurate records of the resolutions of that meeting.

Carried

6 Review of Financial Reports

Financial report/s were distributed with this Notice of Meeting.

Motion: The Owners Corporation resolves to accept the financial report/s presented in the Notice of Meeting.

Carried

Motion: For the purposes of section 34(1) of the Owners Corporations Act 2006, the Owners Corporation hereby resolves to declare that it is a not-for-profit entity and not a reporting entity and elects to prepare its financial statements as special purpose financial reports.

Carried

7 Recovery of any Money Owed to the Owners Corporation - Delegation of Authority

Motion: Pursuant to section 11 of the Owners Corporation Act 2006 (Vic), the Owners Corporation(s) resolves by ordinary resolution to delegate the power to the Owners Corporation Manager to take all necessary steps to recover outstanding fees and charges from lot owners including issuing final fee notices of $55.00, liaising with and engaging legal representation, suitably qualified person and/or experts on behalf of the Owners Corporation to recover any money owed to the Owners Corporation in any Tribunal or Court of competent jurisdiction as a debt due to the owners corporation.

Carried

Motion: That pursuant to S29 of the Owners Corporations Act 2006, the Owners Corporation resolves to charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.

Carried

Motion: The Owners Corporation resolves by Ordinary Resolution to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so.

Carried

8 Power to Commence Legal Proceeding

Motion: Pursuant to section 18 of the Owners Corporation Act 2006 (Vic), if a matter is within the civil jurisdiction limit of the Magistrates' Court, Owners Corporation No. 1 & 2 PS 710947A by ordinary resolution is authorised to commence any legal proceeding in the Magistrates Court, VCAT or any other tribunal or a court of another State or a Territory that corresponds to the Magistrates' Court.

Carried

9 Committee Report

Motion: The Owners Corporation Committee did not present a formal report to the members presents however it was resolved that items carried out throughout the year will be noted in the managers' report.

Carried

10 Manager's Report

Motion: The Owners Corporation resolves to accept the report of the manager distributed along with the Notice of Meeting.

Carried

11 Election of Committee

As per Part 2 of the Owners Corporation Act 2006, an Owners Corporation affecting less than 10 lots may elect a Committee at an Annual General Meeting and an Owners Corporation affecting more than 10 lots must elect a Committee at an Annual General Meeting.

Motion: In accordance with S103(1) of the Owners Corporation Act 2006, the Owners Corporation resolves to appoint a Committee consisting of up to seven members.

Carried

Motion: The Owners Corporation resolves to elect the following members as per the nominations received as the Committee of the Owners Corporation until the next Annual General Meeting and for those members to provide their consent to distribute their contact details to the other Committee members.

Carried

Nominations:

208 Emma Ritchie
210 Jessica Healey
401 Nirmala Shanmugam

Delegation to Committee: The members of the Owners Corporation to resolve by ordinary resolution to delegate to the Committee of Management all the powers and functions of the Owners Corporation in accordance with Part 2, Division 1 of the Owners Corporation Act 2006 except for those matters where a special or unanimous resolution is required.

The members of the Committee must elect one of their members to act as Chairperson of the Owners Corporation.

Election of Chairperson

Motion: The Owners Corporation Committee elects Jessica Healey to act as its Chairperson

Carried

12 Review of Insurance Cover

As per Part 3, Division 6 of the Owners Corporation Act 2006, the Owners Corporation must take out reinstatement and replacement insurance for the Owners Corporation with cover sufficient to ensure the reinstatement of any structure and public liability cover.

A certificate of currency was distributed with the meeting notice

Motion: The Owners Corporation resolves for the manager to obtain two quotations for an updated insurance valuation for insurance purposes and once the valuation has been received, for the Manager to arrange for the insurance cover for the Owners Corporation to be adjusted in accordance with the recommendation contained therein.

Carried

Insurance Policy excesses:
Motion: The Owners Corporation to resolve to attribute Policy Excess Costs on claims based on Section 23A of the Owners Corporations Act 2006.

Carried

Note to Lot Owners:
Members are welcome to view the PDS for the insurer, which is available from the Manager.

Members are advised that the Owners Corporation building policy does not provide protection for privately owned fixtures or fittings including carpets, curtains, blinds, and light fittings and any other electrical appliances which are not built into the lot and can be removed without interference to the electrical wiring regardless of the cause of damage, or the legal liability in respect to any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the landlord/lot owner to ensure adequate cover is in place. It is noted that for all insurance claims made on the policy the claimant pays the excess.

13 Maintenance Plan

In accordance with Part 3, Division 3 of the Owners Corporation Act 2006, the Owners Corporation may prepare a maintenance plan for the property under its responsibility. The manager is currently in the process of obtaining lifecycle reports for each asset, after which the long-term maintenance plan will be updated.

Motion: The Owners Corporation to resolve to delegate authority to the Committee to obtain a Maintenance Plan and to undertake its implementation to ensure all repairs necessary to maintain common property are undertaken.

Carried

14 General Business

14.1 Caretaker Performance:

The members present raised concerns regarding the current caretaker's performance, noting a decline in the standard of work, including unaddressed rubbish and lack of responsiveness. The committee confirmed that a competitive quotation had been obtained for consideration.
It was resolved that the committee review the proposal and proceed with a tender process for the caretaker. Details are to be provided in writing to formalise the arrangement and support a smooth transition with the manager.

14.2 Visitor Car Park Access and Safety:

The members present discussed concerns regarding visitor car park access, booking procedures, and the impact of towing policies. It was noted that ongoing confusion around after-hours access and the deactivation of fobs has created difficulties for residents and visitors. The committee acknowledged the need to review the process and improve communication with residents. Safety concerns were raised regarding the risks of residents walking down the car park ramp to grant access, particularly for those with mobility issues. The committee agreed that improved signage, ground markings, and clearer procedures are required. Further discussion was held regarding the policy with Anytime Towing. The committee agreed that the policy should be refined to better balance enforcement with accessibility
It was resolved to review the visitor parking process, improve communication with residents, and investigate safety improvements including signage and ground markings. The committee will review and provide communication to all owners and agents.

14.3 Building Maintenance, Defects, and Warranty Issues

The members present reviewed the status of statutory warranty defect rectification, with particular reference to ongoing water ingress concerns.
It was resolved that the Manager continue to liaise with Valeo to address water ingress and other statutory warranty defects, and provide updates to the Committee.

14.4 Bin Placement:
Members present raised concerns regarding bins being located near the elevator buttons, causing unpleasant odours.
The Manager agreed to reposition the bins while ensuring they remain within camera view for security.

14.5 Hard Rubbish Collection:
Members present requested clearer communication of hard rubbish collection dates.
The Manager to provide laminated collection calendars in the foyer and bin rooms.

14.6 Unclaimed Mail:
Members present raised concerns about the accumulation of unclaimed mail.
It was resolved for the manager to advised the caretaker to regularly check and either forward mail to managing agents or dispose of it as appropriate**.**

14.7 Lift Blanket Procedures:
Members present sought clarification on the use of lift blankets during moves.
The Manager confirmed that all moves must be booked with the caretaker, who will install and remove the lift blankets and check for any property damage. The manager to provide the move in and out process to the committee to be reviewed and once approved distributed to all Owners and Agents.

14.8 Balcony Washing and Rules:
The members present noted the need to reinforce the building rules regarding the use of balconies, in particular the prohibition on hanging items over balustrades.
The Manager will issue a written reminder to all residents to ensure compliance with the by-laws**.**

14.9 Security System Upgrades
The members present considered the status of the Telstra rental allocation and proposed upgrades to the remote CCTV access system.
It was confirmed that a new contractor has been engaged to undertake an assessment of the system. Once their report is received it will be distributed to the committee for review.

14.10 Telstra Rental Allocation
The members present raised a query regarding the distribution of the Telstra rental allocation.
The Manager advised that the distribution would be completed in the week immediately following the meeting.

14.11 Disability Car Space Ownership Dispute
The members present discussed the ongoing dispute with a retail lot owner regarding the ownership and use of a designated disability car space. It was noted that the matter concerns the location of the space in relation to the owner's lot.
The Manager advised that legal advice has been sought from KCL to assist in resolving the dispute.

14.12 Car Stacker Maintenance
The members present discussed the ongoing maintenance arrangements for the car stacker system. Concerns were raised that the current service provider may be in a position to charge excessive fees without sufficient oversight or competitive comparison.
It was resolved that the Manager will obtain a quotation from an alternative car stacker contractor to ensure transparency and value for money. The findings are to be relayed to the committee for review at the next meeting.

15 Administration Fund Budget

As per Part 3, Division 1 of the Owners Corporation Act 2006, the Owners Corporation may levy fees.

Motion: The Owners Corporation resolves, in accordance with Part 3, Division 1, Section 23(1) of the Owners Corporations Act 2006, that the Annual Budget (as issued with the Notice of Meeting) be approved and adopted

Carried

Authority to raise levies
Motion: In the event that the next Annual General Meeting is not held within 12 months of this Annual General Meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accordance with the proposed budget for any subsequent periods until the next Annual General Meeting.

Further, in the event that there is a shortfall of funds, the Manager is authorised and empowered to raise a deficit levy to cover a shortfall so that the Owners Corporation is able to comply with its obligations under the Owners Corporations Act 2006.

Carried

16 Maintenance Fund Budget

As per Part 3, Division 3 of the Owners Corporation Act 2006, the Owners Corporation may levy fees to fund the activities directed by the Maintenance Plan.

Motion: The Owners Corporation resolves, in accordance with Part 3, Division 1, Section 23(1) of the Owners Corporations Act 2006, that the Annual Budget (as issued with the Notice of Meeting) be approved and adopted

Carried

Authority to raise levies
Motion: In the event that the next Annual General Meeting is not held within 12 months of this Annual General Meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accordance with the proposed budget for any subsequent periods until the next Annual General Meeting.

Carried

17 Appointment of Manager

Strata Equity is the incumbent Manager until 28/06/2026

Delegation to Manager

Motion: The members of the Owners Corporation resolves by ordinary resolution to delegate to the Manager all the powers and functions necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment.

Carried

18 Date of Next Meeting

With the business of the meeting concluded, the Owners Corporation resolves the date of the next Annual General Meeting being 13/08/2026, which date may be amended.

Advanced notice of this meeting will be provided.

19 Meeting Close

Meeting close at 6.37 PM

ADOPTED BUDGET

STRATA EQUITY

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Approved Budget
to apply from 01/07/2025

Owners Corporation Plan No. 1 PS 710947A-1

Bolton Rise, 394-398 Middleborough Road (OC1), Blackburn VIC 3130

Administrative Fund

	Approved budget	Actual 01/07/2024-30/06/2025	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	175.60	0.00
Levies Due--Admin	94,580.00	94,580.06	94,580.00
Total revenue	94,580.00	94,755.66	94,580.00
Less expenses			
Admin--Accounting--Audit Services	1,200.00	1,200.00	1,300.00
Admin--Accounting--Taxation Services	1,100.00	1,000.00	1,100.00
Admin--Data Storage	330.00	300.00	150.00
Admin--Management Fees--Standard	4,180.00	4,180.00	4,180.00
Insurance--Premiums	27,000.00	24,483.66	30,000.00
Insurance--Valuation	0.00	0.00	750.00
Maint Bldg--Car Park	0.00	2,290.00	0.00
Maint Bldg--Cleaning	18,000.00	17,027.93	9,000.00
Maint Bldg--Cleaning--Carpet/Furniture	0.00	1,408.00	0.00
Maint Bldg--Cleaning--Facade/Exterio	0.00	0.00	5,000.00
Maint Bldg--Essential Services	7,000.00	5,695.04	7,800.00
Maint Bldg--Essential Services Repairs	1,000.00	5,370.00	1,000.00
Maint Bldg--Fire Protection Monitoring	2,000.00	1,731.57	2,000.00
Maint Bldg--Garage Door Maintenance	1,500.00	1,050.00	2,000.00
Maint Bldg--General Repairs	7,000.00	6,723.56	7,000.00
Maint Bldg--Plumbing & Drainage	570.00	2,234.02	0.00
Maint Bldg--Plumbing Backflow Device Testing	400.00	325.00	400.00
Maint Bldg--Pumps	4,000.00	3,831.80	6,000.00
Maint Bldg--Tanks	600.00	570.00	1,400.00
Utility--Electricity	6,000.00	5,394.60	6,500.00
Utility--Water & Sewerage	9,000.00	8,097.92	9,000.00
Total expenses	90,880.00	92,913.10	94,580.00
Surplus/Deficit	3,700.00	1,842.56	0.00
Opening balance	111,075.81	109,233.25	109,233.25
Closing balance	$114,775.81	$111,075.81	$109,233.25

Total units of entitlement	2450	2450
Levy contribution per unit entitlement	$42.46	$42.46
Budgeted standard levy revenue	94,580.00	94,580.00
Add GST	9,458.00	9,458.00
Amount to raise in levies including GST	$104,038.00	$104,038.00

Maintenance Fund

	Approved budget	Actual 01/07/2024-30/06/2025	Previous budget
Revenue			
Interest on Arrears--Maintenance	0.00	15.32	0.00
Interest on Investments--Maintenance	0.00	4,754.50	0.00
Levies Due--Maintenance	6,000.00	6,000.00	6,000.00
Total revenue	6,000.00	10,769.82	6,000.00
Less expenses			
Admin--Income Tax--Maintenance	0.00	9,550.62	0.00
Maint Bldg--Garage Doors	0.00	5,250.00	0.00
Maint Bldg--Painting & Surface Finishes	0.00	19,010.00	0.00
Total expenses	0.00	33,810.62	0.00
Surplus/Deficit	6,000.00	(23,040.80)	6,000.00
Opening balance	102,396.03	125,436.83	125,436.83
Closing balance	$108,396.03	$102,396.03	$131,436.83
Total units of entitlement	2450		2450
Levy contribution per unit entitlement	$2.69		$2.69
Budgeted standard levy revenue	6,000.00		6,000.00
Add GST	600.00		600.00
Amount to raise in levies including GST	$6,600.00		$6,600.00

STRATA EQUITY

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Approved Budget
to apply from 01/07/2025

Owners Corporation Plan No. 2 PS 710947A-2 — 394-398 Middleborough Road (OC2), Blackburn VIC 3130

Administrative Fund

	Approved budget	Actual 01/07/2024-30/06/2025	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	89.85	0.00
Levies Due--Admin	77,000.00	77,000.69	77,000.00
Total revenue	77,000.00	77,090.54	77,000.00
Less expenses			
Admin--Accounting--Audit Services	1,000.00	990.00	1,000.00
Admin--Accounting--Taxation Services	300.00	220.00	300.00
Admin--Data Storage	330.00	330.00	165.00
Admin--Management Fees--Standard	14,840.00	14,840.00	14,840.00
Maint Bldg--Car Park	0.00	1,316.50	0.00
Maint Bldg--Car Park Managment System	27,000.00	33,734.29	22,000.00
Maint Bldg--Car Park Stackers	5,000.00	7,210.50	5,000.00
Maint Bldg--Garage Doors	750.00	429.00	750.00
Maint Bldg--General Repairs	5,000.00	0.00	6,145.00
Maint Bldg--Lift--Maintenance Contract	10,000.00	11,051.79	12,000.00
Maint Bldg--Lift--Servicing/Repair	1,000.00	2,018.50	1,000.00
Maint Bldg--Lift--Telephone	800.00	660.00	1,300.00
Utility--Waste Management	12,500.00	13,609.20	12,500.00
Total expenses	78,520.00	86,409.78	77,000.00
Surplus/Deficit	(1,520.00)	(9,319.24)	0.00
Opening balance	63,508.34	72,827.58	72,827.58
Closing balance	$61,988.34	$63,508.34	$72,827.58
Total units of entitlement	2210		2210
Levy contribution per unit entitlement	$34.84		$34.84

Maintenance Fund

	Approved budget	Actual 01/07/2024-30/06/2025	Previous budget
Revenue			
Interest on Arrears--Maintenance	0.00	17.19	0.00
Levies Due--Maintenance	15,000.00	14,999.40	15,000.00
Total revenue	15,000.00	15,016.59	15,000.00
Less expenses			
Maint Bldg--Car Park Stacker Maintenance	0.00	1,001.00	0.00
Maint Bldg--General Repairs	15,000.00	0.00	15,000.00
Total expenses	15,000.00	1,001.00	15,000.00
Surplus/Deficit	0.00	14,015.59	0.00
Opening balance	68,192.60	54,177.01	54,177.01
Closing balance	$68,192.60	$68,192.60	$54,177.01
Total units of entitlement	2210		2210
Levy contribution per unit entitlement	$6.79		$6.79

EMERSON
NATIONAL PROPERTY P/L

Model Rules

Owners Corporations

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

EMERSON
NATIONAL PROPERTY P/L

Model Rules

Owners Corporations

Model rules for an owners corporation

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

Model rules for an owners corporation

4.1 Use of common property cont'

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

Model rules for an owners corporation

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

Model rules for an owners corporation

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Model rules for an owners corporation

7. Dispute resolution cont'

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

OC Amendment Act Factsheet

Rules of the owners corporation

Changes to an owners corporation's ability to make rules

Owners corporations (OCs) will have new powers to make rules on the following matters.

If an OC does not make a rule covering these new items, then the model rule contained in Schedule 2 of the OC Regulations 2018 will apply. The model rules will be updated to reflect these new powers.

1. Smoke drift

OCs will be able to develop a model rule that regulates or prohibits the drifting of tobacco smoke from a lot to the common property, or any other lot in multi-level buildings.

2. Fire safety advice

OCs will be able to develop a model rule that requires advice to be given to occupiers about fire safety advice and emergency preparedness plans. For example, if a lot is occupied by renters, it would be the lot owner's responsibility to inform the lot occupiers of fire safety procedures.

3. Payment of fees

OCs will be able to make rules about lot owners paying fees by instalments if they are in financial difficulty.

4. Sustainability Items

OCs may make rules about renovations or alterations affecting the external appearance of a lot, to:

- protect the quiet enjoyment of all other lots and the common property during those works
- protect the structural integrity of any building on the plan of subdivision from those works
- ensure the market value of any other lot does not decrease as a result of those works.

However, an OC must not make rules that unreasonably prohibit the installation of sustainability items on the exterior of a lot. A sustainability item is anything that eliminates or reduces reliance on non-sustainable energy sources. It includes solar hot water systems, solar energy panels and a roof with colours providing a particular solar absorption value.

Other changes relating to OC rules

Lot occupiers must ensure guests comply with OC rules

If a guest of the lot occupier breaches the rules, both the occupier of the lot and the guest are jointly and severally liable for any penalty or compensation payable as a result.

The lot occupier is not liable for a guest's breach if they provide the guest with a copy of the OC rules.

VICTORIA State Government | Justice and Community Safety

Increase in penalty for breaches of rules

If VCAT determines that a person has failed to comply with an OC rule that imposes an obligation that is binding on the person, VCAT may make an order imposing a civil penalty not exceeding $1,100 to be paid to the OC.

Rules are of no effect if inconsistent with law

Rules are to be of no effect if the rule is oppressive to, unfairly prejudicial to or unfairly discriminates against, a lot owner or an occupier of a lot.

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To : Purchaser
From : THERE'S A WAY PTY LTD 603 212 479, 51 Waratah Avenue, Tullamarine VIC 3043

Property Address : 402/394-398 Middleborough Road, Blackburn VIC 3130
Lot: 402 Plan of subdivision: 710947A

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated:

Signed for an on behalf of the Vendor: *BLUE GEM Conveyancing*

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.