

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	PRD Tweed Coast 1 Pearl Street Kingscliff NSW 2487	phone: (02) 6674 5488
co-agent		
vendor	Karen Gardner as personal representative for the estate of the late Joan Duffy (deceased) 1550 Waterfall Way Bellingen NSW 2454	
vendor's solicitor	CJM Lawyers (Surfers Paradise) PO Box 8378, Gold Coast Mail Centre 9726	phone: 1300 245 299 email: info@cjmlaw.com.au ref: 2600168
date for completion land (address, plan details and title reference)	42 days after the contract date 2/1 Channel Place Kingscliff NSW 2487 LOT 2 STRATA PLAN SP57658 Folio Identifier 2/SP57658	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price				
deposit balance	_____			(10% of the price, unless otherwise stated)
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Karen Gardner</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** NO yes (if yes, vendor must provide details)
(GST residential withholding payment)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input checked="" type="checkbox"/> 60 Owners corporation shared strata insurance
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Duplex - Self managed

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within that time* and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 ● either *party* *serving* notice of the event happening;
 ● every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 ● the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

2/1 CHANNEL PL KINGSCLIFF NSW 2487



FOLIO: 2/SP57658

SEARCH DATE	TIME	EDITION NO	DATE
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20/1/2026	12:14 PM	3	20/1/2010

LAND

LOT 2 IN STRATA PLAN 57658
AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

JOAN DUFFY (TA AF261740)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP57658

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP57658

SEARCH DATE	TIME	EDITION NO	DATE
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20/1/2026	12:14 PM	1	11/8/1998

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 57658
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM SHEET 1 SP57658

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 57658
ADDRESS FOR SERVICE OF DOCUMENTS:
1 CHANNEL PLACE
KINGSCLIFF,NSW, 2487

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP867769 RESTRICTION(S) ON THE USE OF LAND
- 3 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE
STRATA PLAN

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20)

STRATA PLAN 57658			
LOT	ENT	LOT	ENT
1	- 10	2	- 10

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

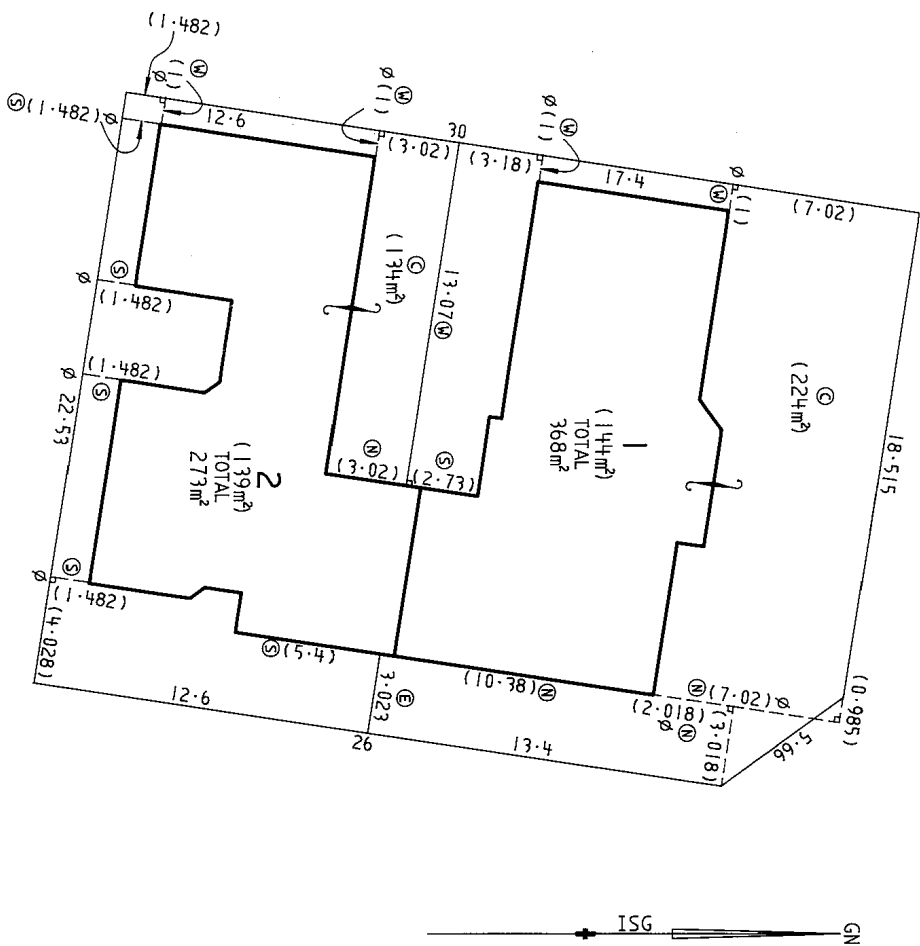
STRATA PLAN 57658

SCHEDULE OF UNIT ENTITLEMENT	
LOT	UNIT ENTITLEMENT
1	10
2	10
AGGREGATE	20

COURTYARDS, WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 4.0 ABOVE AND 4.0 BELOW THE UPPER SURFACE LEVEL OF THE FLOOR OF THE ADJACENT PART OF EACH RESPECTIVE LOT

THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY

- ⊙ DENOTES FROM NORTH FACE OF WALL
- ⊕ DENOTES FROM SOUTH FACE OF WALL
- ⊖ DENOTES FROM EAST FACE OF WALL
- ⊗ DENOTES FROM WEST FACE OF WALL
- ∅ DENOTES PROLONGATION OF OUTER FACE OF WALL
- ⊙ DENOTES COURTYARD
- ⊕ DENOTES COVERED PATIO



Reduction Ratio 1 : 200

Lengths are in metres

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Registered Surveyor

General Manager/Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Sheet 1 of 4 Sheets

DP 867769

Plan: Subdivision of land in Certificate of Title Identifier 121/865399 in the Parish of Terranora County of Rous covered by Council Clerk's Certificate No. ~~44~~97 dated 10 April 1997

Full Names and Addresses of Proprietors of the land: MIDDLE HARBOUR CONSTRUCTIONS PTY. LIMITED A.C.N. 000 503 015
1st Floor, 92 Fitzroy Street
GRAFTON. N.S.W. 2460

PART 1

1. Identity of easement or restriction firstly referred to in abovementioned plan: Easement to Drain Sewage 3 wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
Lot 82	Tweed Shire Council
Lot 98	Tweed Shire Council

2. Identity of easement or restrictions secondly referred to in above-mentioned plan: Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
Each Lot except Lot 100	Every other Lot.

3. Identity of easement or restrictions thirdly referred to in above-mentioned plan: Restriction as to User

9.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Sheet 2 of 4 Sheets

Plan: Subdivision of land in Certificate of
Title Identifier 121/865399 in the
DP 867769 Parish of Terranora County of Rous
covered by Council Clerk's Certificate
No. ~~49~~97 dated ~~10 April~~ 1997

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
Lots 89, 90 and 91	Tweed Shire Council

PART 2

Terms of Restriction as to User Secondly referred to in abovementioned plan:

- (a) That no garage or outbuilding shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any main building.
- (b) That no roof of any building erected on any lot shall be of corrugated tin iron or other metallic material other than terracotta or concrete tiles or a colourbond roof.
- (c) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber cellulose board or fibro or any combination of the same provided that fibro aluminium and/or timber or cellulose board shall not be used in external walls except as infill panels or gable infills in conjunction with all or any of the other materials hereinbefore mentioned and the proportion of fibro, aluminium and/or timber and/or cellulose board so used in relation to the total external wall area shall not exceed 30 per cent thereof provided that nothing in this clause contained shall preclude or prohibit a building having the inner framework of its external wall constructed of timber or other materials with an external brick veneer face.
- (d) That for the benefit of any adjoining land owned by Middle Harbour Constructions Pty. Limited but only during its ownership thereof Middle Harbour Constructions Pty. Limited its successors and assigns other than purchasers on sale no fence will be erected on any lot to divide the same from such adjoining lot without consent of Middle Harbour Constructions Pty. Limited and in favour of any person dealing with the transferee from Middle Harbour Constructions Pty. Limited such consent shall be deemed to have been given in respect of every fence for the time being erected.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Sheet 3 of 4 Sheets

Plan: Subdivision of land in Certificate of
Title Identifier 121/865399 in the
DP 867769 Parish of Terranora County of Rous
covered by Council Clerk's Certificate
No. ~~49197~~ dated ~~10 April~~ 1997

- (e) That no fence shall be erected on any lot otherwise than in compliance with the requirements of Tweed Shire Council.
- (f) That no advertisement hoarding sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a single "For Sale" sign and/or a single builder's sign no larger than 1 m x 75 cm.
- (g) That the registered proprietors for the time being of any lot having the burden of this restriction as to user shall not nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of such registered proprietor to allow any commercial or other heavy transport vehicles to be parked on a regular or permanent basis on the lot hereby burdened or on any other lot owned by such registered proprietors within or upon the public streets of the land fronting this subdivision except in connection with any construction on the lot hereby burdened; For the purpose of this sub-clause "any commercial or other heavy transport vehicles" shall be deemed to mean all vehicles with an unladen weight in excess of two tonnes.

Terms of Restriction as to User Thirdly referred to in abovementioned plan:

- (a) That no direct vehicular access shall be allowed to Elrond Drive from any lot burdened by this restriction without the consent in writing of the Tweed Shire Council.
- (b) That no building shall be erected within six metres of the boundary of each of the subject lots to Elrond Drive (or the land proposed to be constructed as Elrond Drive) without the consent in writing of the Tweed Shire Council.

Name of Person Empowered to Release, Vary or Modify Restriction as to User Secondly referred to in abovementioned Plan:

Middle Harbour Constructions Pty. Limited A.C.N. 000 503 015 so long as it remains the registered proprietor of any lot or part of a lot in the Deposited Plan and if Middle Harbour Constructions Pty. Limited shall no longer be the registered proprietor of any of the land then the persons for the time being registered as the proprietors of the lots having the benefit of these restrictions.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

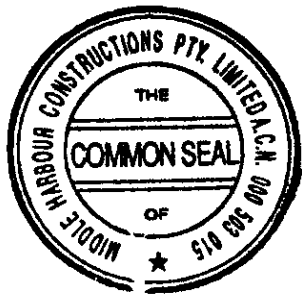
Sheet 4 of 4 Sheets

Plan: Subdivision of land in Certificate of
D. P. 867769 Title Identifier 121/865399 in the
Parish of Terranora County of Rous
covered by Council Clerk's Certificate
No. 4997 dated 10 April 1997

Name of Person Empowered to Release, Vary or Modify Restriction as to User Thirdly referred to in abovementioned Plan:

Tweed Shire Council

THE COMMON SEAL of MIDDLE)
)
HARBOUR CONSTRUCTIONS PTY.)
)
LIMITED A.C.N. 000 503 015 was)
)
hereunto affixed in the presence of:)



W. B. ...
.....
Director

[Signature]
.....
Secretary

REGISTERED  28.4.1997

FORM 27

S.P. 57658

(E)

(Sheet 1 of 2 Sheets)

INSTRUMENT SETTING OUT TERMS OF BY-LAWS TO BE CREATED UPON
REGISTRATION OF THE STRATA PLAN

STRATA SCHEME BY-LAWS

LOT 1 & LOT 2 No. 1 CHANNEL PLACE
KINGSCLIFF N S W

1. The proprietor of Lot 1 shall be entitled to the exclusive use and enjoyment of that position of the common property shown (a) on the attached plan, and shall be entitled to make improvements and alterations to their respective area and maintain such improvements and alterations at their own expence, except that the Owners Corporate will maintain the usual insurance policy as required by law.
2. The proprietor of Lot 2 shall be entitled to the exclusive use and enjoyment of that position of the common property shown (b) on the attached plan, and shall be entitled to make improvements and alterations to their respective area and maintain such improvements and alterations at their own expence, except that the Owners Corporate will maintain the usual insurance policy as required by law.
3. The proprietors shall be entitled to maintain the fence shown on the attached plan at the expense of the Owners Corporate.



REGISTERED  11-8-1998

S.P. 57658

(BY-LAWS Sheet 2 of 2 Sheets)

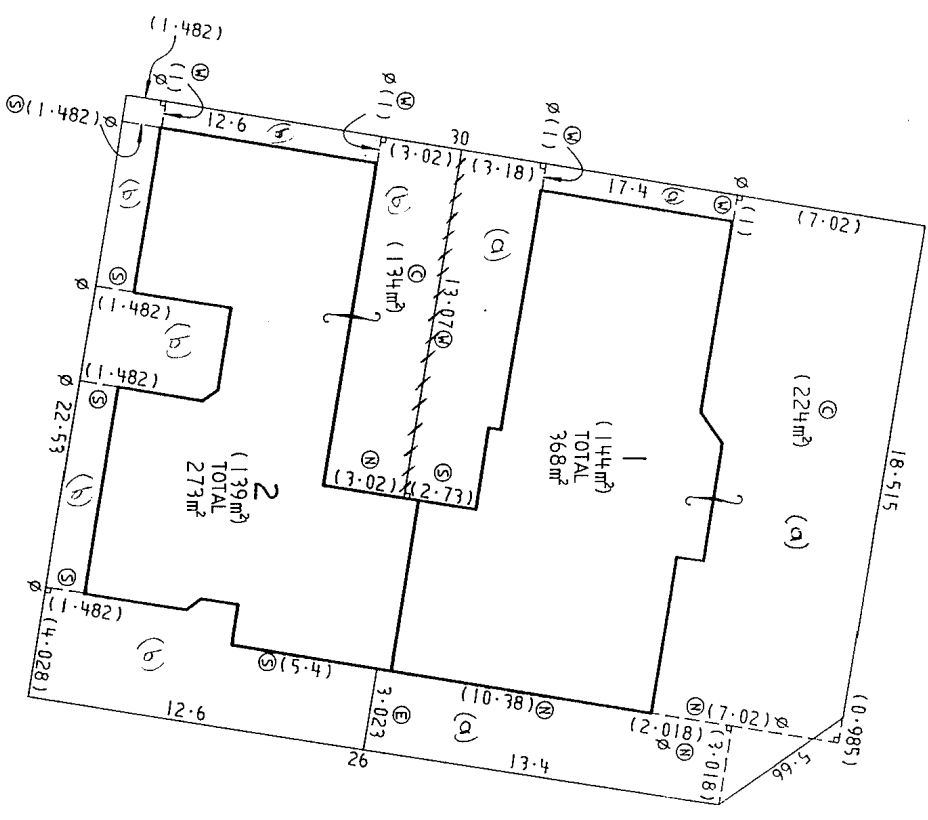
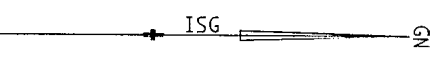
STRATA PLAN 57658

SCHEDULE OF UNIT ENTITLEMENT	
LOT	UNIT ENTITLEMENT
1	10
2	10
AGGREGATE	20

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- ⊙ DENOTES FROM WEST FACE OF WALL
- ⊙ DENOTES PROLONGATION OF OUTER FACE OF WALL
- ⊙ DENOTES COURTYARD
- ⊙ DENOTES COVERED PATIO



- (a) EXCLUSIVE AREA - LOT 1
- (b) EXCLUSIVE AREA - LOT 2
- DENOTES FENCE

REGISTERED  11-8-1998

[Handwritten signature]

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYORS REFERENCE N98/4273

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 41324

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer26/0231
Date of Issue: 21/01/2026
Fee Paid: \$71.00
Receipt No:

Your Reference:

eCustomer Reference: 2600168

Property Description: Lot 2 SP 57658; No. 2/1 Channel Place KINGSCLIFF

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1

Names of relevant planning instruments and development control plans

- (1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.*
- (3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*
 - (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
 - (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*
- (4) *In this section—*

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Item 1(1)

The following local environmental planning instrument applies to the carrying out of development on the land:

Tweed Shire LEP 2014

The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.

State Environmental Planning Policy (Industry and Employment) 2021 - Chapter 3 Advertising and Signage

State Environmental Planning Policy (Housing) 2021 - Chapter 2 Affordable Housing

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 7 Canal Estate Development

State Environmental Planning Policy (Housing) 2021 - Chapter 3 Diverse Housing

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 3 Educational Establishments and Child Care Facilities

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 3 Hazardous and Offensive Development

State Environmental Planning Policy (Primary Production) 2021 - Chapter 2 Primary Production and Rural Development

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 4 Remediation of Land

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

State Environmental Planning Policy (Resources and Energy) 2021 - Chapter 2 Mining, Petroleum Production and Extractive Industries

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 2 Vegetation in non-rural areas

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Item 1(2)

The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:

There are no draft Local Environmental Plans currently applying to the subject land.

Item 1(3)

The following development control plan(s) that have been prepared in draft or adopted may apply to the carrying out of development on the land:

DRAFT Tweed DCP – Section B1 Biodiversity and Habitat Management

DRAFT Tweed DCP – Section B2 Preservation of Trees and Vegetation

DRAFT Tweed DCP – Section B3 Development of Flood Liable Land

DRAFT Tweed DCP – Section B4 Coastal Hazards

DRAFT Tweed DCP – Section B5 Scenic Landscape Protection

DRAFT Tweed DCP – Section B6 Soil Management

DRAFT Tweed DCP – Section D1 Dwelling Houses, Secondary Dwellings, Dual Occupancies, Ancillary Developments & Alterations

DRAFT Tweed DCP – Section D2 Multi-Dwelling Housing, Residential Flat Buildings, Shop-Top Housing & Mixed Use

DRAFT Tweed DCP – Section D3 Character Statements

DRAFT Tweed DCP – Section D4 Employment

DRAFT Tweed DCP – Section E1 Heritage

DRAFT Tweed DCP – Section E2 Advertising Signs

DRAFT Tweed DCP – Section E3 Social Impact

DRAFT Tweed DCP – Section E4 Access & Parking

DRAFT Tweed DCP – Section E5 Waste Minimisation & Management

DRAFT Tweed DCP – Section E6 Complying Development Under the TLEP 2000

Section A1 - Residential and Tourist Development Code
Section A2 - Site Access and Parking Code
Section A3 - Development of Flood Liable Land
Section A4 - Advertising Signs Code
Section A5 - Subdivision Manual
Section A6 - Biting Midge and Mosquito Control
Section A7 - Child Care Centres
Section A8 - Brothels Policy
Section A9 - Energy Smart Homes Policy
Section A10 - Exempt and Complying Development
Section A13 - Socio Economic Impact Assessment
Section A15 - Waste Minimisation and Management
Section A16 - Preservation of Trees or Vegetation
Section A17 - Business, Enterprise Corridor and General Industrial Zones
Section A18 - Heritage
Section A19 - Biodiversity and Habitat Management
Section B4 - West Kingscliff
Section B9 - Tweed Coast Strategy
Section B26 - Kingscliff Locality Plan

ITEM 2

Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) *the identity of the zone, whether by reference to—*
 - (i) *a name, such as “Residential Zone” or “Heritage Area”, or*
 - (ii) *a number, such as “Zone No 2 (a)”,*
- (b) *the purposes for which development in the zone—*
 - (i) *may be carried out without development consent, and*
 - (ii) *may not be carried out except with development consent, and*
 - (iii) *is prohibited,*
- (c) *whether additional permitted uses apply to the land,*
- (d) *whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,*
- (e) *whether the land is in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#),*
- (f) *whether the land is in a conservation area, however described,*
- (g) *whether an item of environmental heritage, however described, is located on the land.*

Item 2(a-c)

The subject land is within the following zone(s) and is affected by the following landuse table:

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dwelling houses; Group homes; Home industries; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hostels; Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Shop top housing; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R2 Table]

Item 2(d)

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

Not applicable.

Item 2(e) - Biodiversity Value:

The subject land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#).

Item 2(f) - Conservation Area:

The subject land is not within a heritage conservation area identified within the applicable Tweed Local Environmental Plan.

Item 2(g) - Item of Environmental Heritage:

The subject land does not contain nor constitute an item of environmental heritage, however described.

Other Clauses under Tweed Local Environmental Plan 2000 (if this Plan applies)

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

ITEM 3

Contributions Plans:

- | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(1) <i>The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.</i></p> <p>(2) <i>If the land is in a special contributions area under the Act, Division 7.1, the name of the area.</i></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 7 - West Kingscliff

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities

Section 94 Plan No 22 - Cycleways and Footpaths

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*
- (2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*
 - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Part 3 Housing Code

No. Complying Development under the Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Part 3A Rural Housing Code

No. Complying Development under the Rural Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Part 3B Low Rise Housing Diversity Code

No. Complying Development under the Low Rise Housing Diversity Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

3BA Pattern Book Development Code

No. Complying Development under the Pattern Book Development Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Part 3C Greenfield Housing Code

No. Complying Development under the Greenfield Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Part 4 Housing Alterations Code

Yes. Complying Development under the Housing Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 4A General Development Code

Yes. Complying Development under the General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 5 Industrial and Business Alterations Code

Yes. Complying Development under the Industrial and Business Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 5A Industrial and Business Buildings Code

Yes. Complying Development under the Industrial and Business Buildings Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 5B Container Recycling Facilities Code

Yes. Complying Development under the Container Recycling Facilities Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 6 Subdivisions Code

Yes. Complying Development under the Subdivisions Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 7 Demolition Code

Yes. Complying Development under the Demolition Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 8 Fire Safety Code

Yes. Complying Development under the Fire Safety Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 9 Agritourism and Farm Stay Accommodation Code

No. Complying Development under the Agritourism and Farm Stay Accommodation Code may not be carried out on this land. The land is affected by specific land exemptions:

* land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

ITEM 5

Exempt Development

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
 - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*
- (4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Yes. Exempt Development may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

ITEM 6

Affected building notices and building product rectification orders

- (1) *Whether the council is aware that—*
- (a) *an affected building notice is in force in relation to the land, or*
 - (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
 - (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*
- (2) *In this section—*
- affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017, Part 4](#).
- building product rectification order** has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Item (1)(a-c)

Council is not aware of any affected building notice or building product rectification order or a notice of intention to make a building product rectification order for the subject land.

ITEM 7

Land reserved for acquisition:

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

ITEM 8

Road Widening and Road Realignment:

- Whether the land is affected by road widening or road realignment under—*
- (a) *the [Roads Act 1993, Part 3, Division 2](#), or*
 - (b) *an environmental planning instrument, or*
 - (c) *a resolution of the council.*

Item 8(a-c)

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3 of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

ITEM 9

Flood related development controls

- (1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*
- (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*
- (3) *In this section—*
- flood planning area** has the same meaning as in the *Floodplain Development Manual*.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the *Floodplain Development Manual*.

Item 9(1-3)

- (1) The land is a flood control lot. Council is aware that the land or part of the land is within the flood planning area and subject to flood related development controls. Flood related development controls, such as the Tweed Local Environmental Plans and minimum floor levels, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

Floodplain Risk Management Study

Council has adopted the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006. The subject land is not affected by this Policy.

- (2) The land or part of the land is not affected by the probable maximum flood.

ITEM 10

Council and other public authority policies on hazard risk restrictions

- (1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*
- (2) *In this section—*
adopted policy means a policy adopted—
 - (a) *by the council, or*
 - (b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

Land Slip:

The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

Bushfire:

The Council has not adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard.

Tidal Inundation:

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

Subsidence:

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

Acid Sulfate Soils:

The subject land is identified as Class 2 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

Contamination:

Council has by resolution, adopted a policy that restricts the development of the subject land because of the likelihood of contamination.

Refer to Council's Contaminated Land Policy.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that the subject land was previously used for purposes which could also cause contamination, such as agriculture, industrial, commercial, mining and extractive industry purposes.

Tweed Shire Council has not yet prepared any detailed information as to whether the subject land is contaminated land.

Enquiries should be made at the Council for any information held in their files and enquiries should be also made with other relevant authorities.

Coastal Hazards:

This property is not affected.

Aircraft Noise:

The subject site does not lie within an Australian Noise Exposure Forecast (ANEF) zone surrounding Gold Coast Airport. Additional information on aircraft noise and the ANEF can be obtained from Gold Coast Airport on (07) 5589 1100 or by visiting their website at <http://www.goldcoastairport.com.au/>.

Any Other Risk:

Council has adopted a policy to restrict development of the subject land due to the following other identified risk:

- **Cattle Tick Dip Sites:**

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

ITEM 11

Bush Fire Prone Land

- | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(1) <i>If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.</i></p> <p>(2) <i>If none of the land is bush fire prone land, a statement to that effect.</i></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The subject land is not identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10.3(2) of the Environmental Planning and Assessment Act, 1979, as amended.

ITEM 12

Loose-fill asbestos insulation

- | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><i>If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.</i></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The land is not known to be affected or listed on any register.

ITEM 13

Mine Subsidence:

- | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><i>Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.</i></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|

No

ITEM 14

Paper subdivision information

- (1) *The name of a development plan adopted by a relevant authority that—*
 - (a) *applies to the land, or*
 - (b) *is proposed to be subject to a ballot.*
- (2) *The date of a subdivision order that applies to the land.*
- (3) *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

ITEM 16

Biodiversity Stewardship Sites:

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the [Biodiversity Conservation Act 2016](#), Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

Council has not been notified of the existence of any biodiversity stewardship agreements by the Chief Executive of the Office of Environment and Heritage.

ITEM 17

Biodiversity certified land:

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

Note—

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

Council is not aware of any Biodiversity Certifications on this site.

ITEM 18

Orders under Trees (Disputes between Neighbours) Act 2006

Whether an order has been made under the [Trees \(Disputes Between Neighbours\) Act 2006](#) to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

ITEM 19

Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

- (1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.
- (2) In this section—
existing coastal protection works has the same meaning as in the [Local Government Act 1993](#), section 553B.
- Note—**
Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The subject site is not affected by any Annual Charges for coastal protection services under the *Local Government Act 1993*.

ITEM 20

Western Sydney Aerotropolis

- Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—
- in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
 - shown on the [Lighting Intensity and Wind Shear Map](#), or
 - shown on the [Obstacle Limitation Surface Map](#), or
 - in the “public safety area” on the [Public Safety Area Map](#), or
 - in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land.

There are no historic development consents relating to Seniors Housing on the land.

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
- the period for which the certificate is current, and
 - that a copy may be obtained from the Department.
- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Item (1)(a-b)

There are no current site compatibility certificates under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate that council is aware of in relation to the land.

Item (2)

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 applies to the land.

There are no development consents of a kind referred to in State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, section 21(1) or 40(1) relating to the land.

Item (3)

There are no development consents of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1) relating to the land.

ITEM 23

Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Council has not been advised that water or sewerage services are to be provided to the land under the Water Industry Competition Act 2006.

Prescribed matters in accordance with the Contaminated Land Management Act 1997

The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
- (b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,*
- (d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

(a) Significantly Contaminated Land

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

(b) Management Order

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

(c) Approved Voluntary Management Proposal

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

(d) Ongoing Maintenance Order

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

(e) Site Audit Statement

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified/provided with a copy of any site audit statement pertaining to the subject land.

NOTE: *The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2021.*

Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 2 of the Environmental Planning and Assessment Regulation 2021.


When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 10.7(5) of the Environmental Planning and Assessment Act 1979 may provide advice on the following additional matters:

- *Development Approval/s issued within the last five years;*
- *Draft Environmental Planning Instruments;*
- *Tree Preservation Orders;*
- *Further Information Regarding Contamination;*
- *Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014*
- *Aircraft Noise;*
- *Future Road Corridor;*
- *Future Road Widening; and*
- *Farmland Protection*

Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.



TROY GREEN
GENERAL MANAGER

Per

Council Reference: DD26/0136
Your Reference:
eCustomer Reference: 2600168



Customer Service | 1300 292 872 | (02) 6670 2400

27 January 2026

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

tsc@tweed.nsw.gov.au
www.tweed.nsw.gov.au



PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

Sewer Diagram
Lot 2 SP 57658; No. 2/1 Channel Place KINGSCLIFF

The sewer detail shown identifies the location of Council's sewer main connection point servicing this property.

Sewer drainage lines located within the allotment and servicing the individual buildings are privately owned and controlled by the Body Corporate.

Reference should be made to the Developer/Subdivider for details relating to these drainage lines.

For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

A handwritten signature in black ink, appearing to be "Iain Lonsdale".

Iain Lonsdale
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

Special Conditions

33. Entire Agreement

The Purchaser acknowledges that they do not rely on any other letter, document, correspondence or representation whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract.

34. Inconsistencies and Standard Form

If there are any inconsistencies between those **clauses 1 – 32** (inclusive) of this Contract (“Printed Conditions”) and these typed additional clauses (“Special Conditions”) then these Special Conditions shall prevail to the extent of the inconsistency.

35. Amendments to Printed Conditions

The Printed Conditions are amended as follows:

- a. Clause 7.1.1 is deleted.
- b. Clause 7.2.1 is amended by replacing “5%” with “1%”.
- c. Clause 7.2.4 is amended by deleting the words “and the costs of the Purchaser”.
- d. Clause 10.1.8 and 10.1.9 is amended by replacing the word “substance” with “existence”.
- e. Clause 11.1 delete the words “on or”.
- f. Delete clause 14.4.2.
- g. Clause 14.8 delete the words “on or”.
- h. Clause 23.6.1 delete the words “on or”.
- i. Clause 23.6.1 delete the words “even if it is payable by instalments” by replacing with “to the extent of which is payable or falls due before the contract date. If any instalments fall due on or after the contract date the instalments are payable by the Purchaser”.
- j. Clause 23.13 is amended by deleting the “vendor” and replacing with “purchaser”.
- k. Clause 23.14 is deleted.
- l. Clause 24.3.2 is amended by deleting the words “or after”.
- m. Clause 25 is deleted.
- n. Clause 28 is deleted.
- o. Clause 29 is deleted.
- p. Clause 30.9 delete the words “by cash (up to \$2,000) or *settlement cheque*”.

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36. Property sold ‘as is’

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- a. The Purchaser acknowledges and agrees that it:
 - i. accepts the Property in its present condition (including site conditions) and state of repair as at the date of this contract, together with all faults, latent and patent; and
 - ii. has relied solely on its own enquires and investigations in relation to the fitness and/or suitability of the Property for any particular purpose of relevance to the Purchaser, including but not limited to, capital growth of the Property, investment potential and the condition of the Property including its physical conditions on, above or below or about the Property or its surroundings including natural and artificial conditions, geo-

technical and sub-surface conditions, contamination or the existence of any hazardous substances or things and the location and capacity of services.

- b. The Purchaser cannot make any objection, requisition or claim, or rescind, terminate or delay completion of this Contract because of the condition or state of repair or any such matters raised in special condition **36a**.

37. Fixtures and fittings sold 'as is'

- a. The Purchaser acknowledges that it:
 - i. accepts all fixtures, fittings, appliances and chattels (*collectively referred to herein as 'inclusions'*) included in the sale in their present condition and state of repair as at the date of this contract, together with all faults latent and patent; and
 - ii. cannot make any objection, requisition or claim, or rescind, terminate or delay completion of this contract because of the condition or state of repair or any such faults of the inclusions.
- b. The Vendor gives no warranty as to the condition, fitness or suitability for purpose of the inclusions and any implied conditions or warranties in this regard are expressly excluded from this Contract.

-

38. Claims for Compensation and Current Condition

- a. The provisions of this **clause 38** are agreed to notwithstanding the provisions of anything to the contrary contained within this Contract, and specifically, **clauses 6 and 7** hereof.
- b. The Parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of **clause 8** herein and shall entitle the Vendor to rescind this Contract.
- c. The Purchaser will acquire the Property "as is" and in its physical condition at the date of this Contract and the Purchaser agrees to make no claim or objection of any nature whatsoever in respect of the physical condition of the Land or the nature of the improvements thereon.

39. Non-Reliance Upon Warranties/Representations

The Purchaser hereby acknowledges and declares to the Vendor:

- a. That the Purchaser is purchasing the property relying on their own inspections and enquiries in relation to the property and does not rely on any warranties or representations made by or on behalf of the Vendor (except as are expressly contained herein); and
- b. That the Purchaser has satisfied himself as to the approved and capable use and condition of the property.

40. Real Estate Agent

The Purchaser warrants that they were not introduced to the Vendor or the Property by or through a medium of Real Estate Agent or Agency other than the Vendor's Agent as

described on the front page of this Contract. In the event of a breach of this warranty the Purchaser shall indemnify the Vendor for and against any claim for commission by any person other than the Vendor's Agent.

41. Not Induced

The Purchaser hereby acknowledges and declares that they have not been induced to enter into this Contract for Sale of Land by any statement made or given by the Vendor, the Agent, or on behalf of the Vendor or the Agent, and will make no objection, requisition or claim for compensation in regard to the foregoing matters or any of them.

42. Rescission on Death/Liquidation

If at any time prior to the Completion Date the Vendor or the Purchaser (any or either of them) dies or becomes mentally ill, or being a company is wound up or goes into liquidation, then either Party (or their legal representative) may at any time thereafter rescind this Contract by notice in writing served on the other Party and the provisions of **clause 19** shall apply.

43. Payment of Less Than 10% Deposit

If:

- a. The Purchaser defaults in the observance or performance of any obligation hereunder which is, or the performance of which has, become essential;
- b. The Purchaser has paid to the Deposit Holder a Deposit of less than ten per centum (10%) of the Purchase Price; and
- c. The Vendor has terminated this Contract;

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the Purchase Price less the amount of Deposit actually paid as liquidated damages, and it is furthermore agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied, notwithstanding any rule of law or equity to the contrary. This **clause 44** shall not merge on the termination of this Contract.

44. Notice to Complete

If either Party is unable or unwilling to complete this Contract by the Completion Date then the other Party shall be entitled at any time after the Completion Date to serve a Notice to Complete making the time for completion of the essence. Such a Notice shall give not less than fourteen (14) days notice from the day on which the Notice is received by the recipient of the Notice. The Notice to Complete of such duration is hereby agreed and declared by the Parties to be reasonable and sufficient to render the time for completion as of the essence.

45. Failure to Complete by the Completion Date

- a. If completion does not take place on or before the Completion Date and the Vendor is not at fault then the Purchaser must pay interest on the unpaid balance of the Purchase Price at the rate of ten per centum (10%) per annum calculated daily from (and including) the Completion Date to (but excluding) the actual day of completion, and such interest must be paid by the Purchaser to the Vendor at completion.

- b. The Vendor is not obligated to complete this Contract unless the interest referred to in **clause 48.a.** herein is paid.
- c. The interest payable pursuant to this **clause 48** is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and is hereby agreed and declared to be reasonable by the Purchaser.
- d. The right to interest conferred by this **clause 48** does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.
- e. The Purchaser will pay to the Vendor's Solicitors the sum of four hundred and forty dollars and zero cents (\$440.00) (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.

46. Requisitions on Title

In accordance with **clause 5.1** herein, the Purchaser is taken to have made the following requisitions as at the Contract Date, and the Vendor is taken to have made the corresponding replies. Notwithstanding anything to the contrary contained herein, the Purchaser shall not be entitled to raise any further requisitions in relation to this Contract, the property or the title.

Number	Requisition	Reply
1	Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?	No.
2	Are there any encroachments by or upon the property?	Not as far as the Vendor is aware, but the Purchaser must rely on their own enquiries.
3	Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?	As far as the Vendor is aware, yes.
4	Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?	No.
5	Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?	No.

47. Limited Title

Notwithstanding any other provision herein, in the event that the title to the Land is Limited Title, but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject Land.

48. Error in Adjustments

If at the time of completion there is an oversight or error on calculating settlement figures, including but not limited to, the purchase price, deposit, adjustment of rates, balance of purchase price, the parties hereby agree that such oversight or error will be corrected immediately upon either party by notice in writing advising the other party of such oversight or error. After calculating the revised settlement figures or adjustments, the party shall make such payment or reimbursement to the Vendor or Purchaser respectively within 5 business days. This clause shall not merge on completion.

49. Electronic signing

- a. For the purposes of the *Electronic Transactions Act 1999 (Cth)* and *Electronic Transactions Act 2000 (NSW)*, each of the parties consents to receiving and sending the Contract and notices under the same electronically.
- b. The parties further agree that this Contract may be:
 - i. signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;
 - ii. executed by way of a secure electronic signing platform, such as Adobe DocuSign, provided that the signing party must provide the other party, on request, a copy of the signing certificate for their records; and/or
 - iii. exchanged by way of emailed or facsimiled copies of the signed contract.
- c. Unless otherwise agreed, if Contracts are exchanged in accordance with **clause 49(b)(ii)**, the parties are under no obligation to forward the original wet-inked signature, the copy of which was used for exchange.

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50. Conditions of Sale by Auction

If the property is, or is intended to be, sold at auction:

- a. The term "*Bidders Record*" means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 (NSW) ("*the Regulations*") and section 68 of the *Property, Stock and Business Agents Act 2002* NSW ("*the Act*").
- b. The following conditions are prescribed as applicable to and in respect of the sale by Auction of all Land and/or Livestock:
 - i. The Vendor's Reserve Price must be given in writing to the Auctioneer before the Auction commences (but not if the auction relates solely to livestock);
 - ii. A bid for the Vendor cannot be made unless the Auctioneer has, before the commencement of the Auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor;
 - iii. The highest bidder is the Purchaser, subject to any Reserve Price;

- ii. If that amount cannot reasonably be determined immediately after the fall of the hammer, then before the close of the next Business Day following determination of that amount. Unless some other time for payment is specified in a written agreement between the Purchaser and the Agent, or the Purchaser and the Vendor, made before the fall of the hammer.

51. If the Purchaser is a Corporation

- a. In consideration of the execution of this Contract by the Vendor, the Directors of the Purchaser as at the Contract Date (hereinafter collectively "*the Guarantors*") hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this Contract. This Guarantee provided by way of this **clause 55** shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have (or claim to have) against the Vendor on any account whatsoever.
- b. Nothing herein shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser, including any variation, release or compromise of the obligations of the Purchaser.
- c. No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of a company and no grant of discharge or release consequent upon such a payment shall discharge the liability placed upon the Guarantors hereunder.
- d. The Guarantors' liability hereunder shall not be affected by the death of any Guarantor or by the granting of time or any other such indulgence to the Purchaser or the Guarantors or any claim or right to set off or cross action which the Purchaser may have claim to have against the Vendor on any account whatsoever, nor shall the Guarantors be entitled to any set off against the Vendor whatsoever.
- e. The Guarantors hereby waive all rights inconsistent with the provisions herein including rights as to contribution, marshalling, consolidation and subrogation, which the Guarantors might otherwise be entitled to claim or enforce.

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INSURANCE PRODUCTS AND SERVICES GUIDE

Products and Services provided by or through Oxley Insurance Brokers include, but are not limited to the following:

SERVICES

- Claims Management
- Policy Coverage Negotiation
- Policy Coverage Comparison
- Policy Coverage Alterations and Adjustments
- Business Risk Management Advice
- Regular Review of your Insurance Program
- Access to Specialist Insurers (eg. Lloyds and others)
- Certificates of Currency to Interested Parties
- Inspection and Report on Insurance related matters in Clients Contracts
- Insurance premium estimates for tendering purposes
- Premium Funding – cash flow advantage
- Monitoring and reporting on State and Federal Legislation affecting Insurance
- Work Cover Authority¹
- After hours emergency access to your Personal Broker and back-up Team

PRODUCTS

- Business Insurances
 - Retail
 - Commercial
 - Industrial
 - Manufacturing
 - Professional
- Business Interruption
- Construction and Building Insurances
- Domestic and Private Insurances
- Electronic Equipment / Machinery Breakdown
- Farm Packages
- Greenslips / CTP
- Liability Insurances
- Motor Vehicle / Mobile Equipment
- Marine
- Professionals and Company Directors
- Special Events
- Sports and Leisure Insurances
- Travel
- Workers Compensation¹
- Life and related Insurances, Personal Disability / Income Protection, Superannuation²

Please contact your Broker immediately if you wish to discuss the range of products and services that we are able to provide at your request.

1. Workers Compensation arranged by Oxley Workers Compensation Solutions Pty Limited (OWCS).*
2. Life and related insurances arranged by Oxley Life Solutions Pty Limited (OLS) as Corporate Authorised Representative of Millennium3 Financial Services Pty Limited (AFSL: 244252).*

*Noted that both OWCS and OLS are members of the Oxley Insurance Group.

Financial Services Guide

The Financial Services covered by this Financial Services Guide (FSG) are provided by: Oxley Insurance Brokers Pty Ltd
Head Office:1/145 Horton Street, Port Macquarie NSW 2444

ABN: 84 234 892 156
Financial Services License No: 240561
Telephone: (02) 6588 7600
Email: oxley@oib.com.au

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use the services offered by us. It contains important information about:

- who we are and our contact details;
- the services we offer;
- how we and our associates are remunerated;
- details of our associations and relationships;
- how we manage conflicts of interest; and
- how we resolve complaints.

If you are a retail client, then before we either arrange an insurance policy for you, or we provide personal advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement (PDS). The PDS is prepared by the insurer and is designed to provide you important information about the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. The PDS may contain multiple documents.

If you are a client and we provide you with:

- General advice, we will provide you with a General Advice Warning.
- Personal advice, we will provide you with a Statement of Advice (or a Personal Advice Statement), and, where we provide you with further advice, we will give you a Record of Advice (or, you can request one from us anytime within 7 years after the date we give you that further advice). Any Statement of Advice or Record of Advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests.

NOT INDEPENDENT

WHY WE ARE NOT INDEPENDENT, IMPARTIAL OR UNBIASED IN RELATION TO THE PROVISION OF ADVICE AND THE IMPACT OF THIS ON YOU

We may receive remuneration or other non-monetary benefits from insurers which restricts us from referring to ourselves as independent, impartial or unbiased as it may reasonably be expected to influence the advice provided to you and may cause a conflict of interest. Please refer to the Conflicts of Interest section in this document as to how we manage Conflicts of Interest and the impact on you.

<p>Who we are and our Contact Details</p>	<p>The financial services described are provided by authorised representatives of Oxley Insurance Brokers Pty Ltd. Oxley Insurance Brokers Pty Ltd is responsible for the financial services offered in this FSG, and we do not act on behalf of any other person. Oxley Insurance Brokers Pty Ltd and the authorised representative(s) are, unless stated otherwise, referred to in this FSG as "we", "our", or "us" and can be contacted at:</p> <p>Oxley Insurance Brokers Pty Ltd Head Office:1/145 Horton Street, Port Macquarie, NSW, 2444</p> <p>Phone: (02) 6588 7600 Email: oxley@oib.com.au</p>
<p>What services can we provide?</p>	<p>Our various roles</p> <p>Oxley Insurance Brokers Pty Ltd (OIB) is an Australian Financial Services Licensee and are licensed under the Corporations Act to advise and deal in relation to all general insurance products. We can act in a number of roles in providing our services.</p> <p>We usually act on your behalf. However, in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We will advise you if this is the case as this will mean that we do not act for you when we provide the service.</p> <p>We may provide a variety of services and act in different roles.</p> <p>It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of the above services to you and act in a variety of roles.</p> <p>For example, where you require a number of different covers we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice and for others only act as agent of the insurer not you. We can provide a further explanation of why this is the case and we make sure we tell you what the service is and our role before or at the time we provide the service. Ask us if you need more detailed information or do not understand our explanation.</p>

	<p>Our Services</p> <p>Arranging insurance for you This is where we arrange for the issue, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain it to you when you apply for the insurance.</p> <p>Providing advice to you There are two types of advice service we provide and it is important to understand the difference:</p> <ul style="list-style-type: none"> • <i>Personal advice</i> Personal advice – this is advice provided by us to you, on the suitability of general insurance policies to meet your particular needs. We will agree with you when this service is to be provided and what the scope of our personal advice will be. Before we provide any personal advice, we will need to assess your needs, goals, objectives and personal circumstances so we can provide you with appropriate advice. • General advice – this is where we provide a general recommendation or opinion to you on a general insurance policy which is not based on our consideration of your personal circumstances. We will advise you when this is the case. If general advice is provided, you need to consider if the general advice and any relevant product is suitable for your circumstances. <p>Claims Assistance We can also assist you when you need to make a claim. If a claim occurs contact us and we can help you decide what to do. We do not do anything without your consent. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. We don't provide this service if we no longer act for you.</p> <p>Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.</p> <p>Premium Funding In some cases insurers require the full premium payment up front. Premium funding allows you to pay your premium via instalments. You will, however, need to pay interest to the premium funder on the amount borrowed. We can arrange premium funding for you in certain cases with the premium funders with whom we have a relationship.</p> <p>In instances where we are not the premium funder, we and AUB Group Limited ABN 60 000 000 715 (AUB), have preferred supplier arrangement with several premium funders. In arranging premium funding with these, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are suitable for you or that they are the most appropriate. You need to make your own decision based on the information provided.</p>
<p>How can you give us instructions?</p>	<p>You need to give us instructions in writing by letter, email, or by another method agreed by us.</p>
<p>How are we remunerated for our services?</p>	<p>When we act for you in advising on and/or arranging insurance When we act on your behalf in advising on and/or arranging insurance we can be remunerated in a number of ways.</p> <p>These can vary according to the service you require and/or our arrangements with the relevant insurer or their representative. We are remunerated by:</p> <ul style="list-style-type: none"> • commission from the insurer; • fees we charge you; or • a combination of the above. <p>Details are provided below on each.</p> <p>Commission paid by the insurer to us Unless we tell you in writing that we will provide our service on a "Fee Only - no commission" basis, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable).</p> <p>The commission is a percentage of the insurer's base premium typically ranging from 0% to 30% (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies), depending on the insurer and type of insurance.</p> <p>The commission does not represent our profit margin. It reflects a combination of factors related to the management and distribution of insurance products, including such factors as expenses incurred in administrative services. The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.</p> <p>Where we act on your behalf and you cancel or amend a policy and obtain a refund of premium, you agree that we can keep our commission.</p> <p>Advisors and employees Our advisors and employees receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain non monetary benefits of the type described in this guide.</p>

Fees we charge you

Unless we specifically agree in writing before providing our services to charge on a "Fee Only – no commission" basis, our fees will comprise the following:

- a Broker Fee – this is an administration fee payable when you enter into an insurance policy;
- a pre agreed set amount for specific services;
- an amount based on a pre agreed rate for the time we spend providing the service; or
- on some other basis agreed with you before we provide the service.

The fee is payable after we provide our services or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fee is earned in full at the time of placement of the relevant policy and is not refundable either in its entirety or on a pro rata basis in the event you cancel your policy before its expiry, or our agreement is terminated.

Remuneration arrangements we have with insurers

We are also a member of the Austbrokers network of insurance brokers.

AUB Group Limited ABN 60 000 000 715 (AUB) is the sole shareholder of Austbrokers Member Services Pty Limited ACN 123 717 653 (AMS), a company that provides marketing, distribution and training services to members of Austbrokers. Some insurers pay a fee to AMS, being an agreed dollar value (before government fees or charges). Different insurers may pay different fees to AMS.

The fees received from insurers fund the provision of AMS services to Austbrokers members. We and other Austbrokers members benefit from this support as it helps ensure we can continue to provide you with our extensive range of services.

Austbrokers members may also be entitled to share in any excess of the fees received by AMS in any one annual period (if any) after deduction of all relevant AMS costs and expenses in providing its services in that period.

Referral fees and other remuneration

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

If we refer you to another service provider, we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

In making any referral we do not advise or represent the service provider's products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information from the service provider.

Personal Advice

If we provide you with personal advice as a retail client, then at the time the advice is provided to you, or as soon as practicable afterwards, we will tell you either:

- *the amount of any remuneration (including commission) or other benefits we or other persons receive that might reasonably be expected to be, or have been capable of, influencing us in providing the advice; or*
- *if the amount is not known, the manner of calculation.*

Premium Funding

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to.

If we recommend premium funding and you decide to enter into a contract with the premium funding business, we may receive fees, being an agreed dollar value, under a commercial services agreement that AMS (a wholly owned subsidiary of AUB Group Limited ABN 60 000 000 715 (AUB)) has with some premium funders. The amount of fees varies depending on our arrangement with the premium funder we refer you to. The fees received from premium funders fund the provision of AMS services to Austbrokers members.

We are owned partly by AUB and benefit from any profit made by this entity due to this arrangement. If you need more information or explanation, please ask us.

Money Handling arrangements

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer. The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers.

Non-monetary benefits

Oxley Insurance Brokers Pty Ltd and its staff and representatives may also receive non-monetary benefits from product issuers and other financial service providers such as sponsorships of AUB annual conferences, client functions, meals and entertainment. Oxley Insurance Brokers Pty Ltd has, and monitors compliance with our policy that ensures that these benefits do not create a conflict with your interests.

<p>Do we have any relationships or associations with issuers or related bodies corporate that might influence our service or advice?</p>	<p>We are a member of the Austbrokers network of insurance brokers. AUB Group Limited is a shareholder in our business. In some cases, we may refer you to or advise you to use the services of one of our related body corporates, for example Austbrokers network may place your insurance with one or more of the Underwriting Agencies or refer you to another broker within the Austbrokers network, in which AUB Group Limited is a shareholder. Any placement will be at an arm's-length. Where our related body corporate acts as the agent of the insurer, you will be told when this is the case. As a member of the same corporate group, we may indirectly benefit from any such referral or advice if it improves the group performance. Refer to the "How we and our associates are remunerated" section for the normal benefits we can receive under such arrangements.</p> <p>For Life Risk services we may refer you to Oxley Life Solutions Pty Ltd and for Workers Compensation services we may refer you to Oxley Workers Compensation Solutions Pty Ltd.</p>
<p>How do we manage Conflict of Interest?</p>	<p>Conflicts of interest may arise in circumstances where some or all of your interests as our client are, or may be, inconsistent with some or all of our interests. Oxley Insurance Brokers Pty Ltd has a Conflict of Interest policy and procedure, including training and monitoring, to ensure we are aware of and manage any conflict of interest. Our company, staff and our representatives must comply with this policy and procedure.</p> <p>Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way as to avoid prejudice to any party.</p>
<p>Duty of disclosure/ Duty to take reasonable care not to make a misrepresentation</p>	<p>Duty of Disclosure</p> <p>Other than in the case of consumer contracts (as defined in Part IV of the Insurance Contracts Act 1984 (Cth) (ICA)), before you enter into a contract of insurance, you have a duty to disclose anything that you know, or could reasonably be expected to know that may affect the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything that reduces the risk, or is common knowledge, or that the insurer already knows or should know as an insurer, or where the insurer has waived your duty of disclosure.</p> <p>In the case of consumer contracts (as defined in Part IV of the ICA), you have a duty to take reasonable care not to make a misrepresentation to the insurer. This means you need to answer all questions honestly, accurately and completely, including where you provide information on behalf of another person.</p> <p>Whichever duty applies, you owe the relevant duty to the insurer (both in respect of information about you and information you provide about others) up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.</p> <p>You need to tell us if you have disclosed information in the application process and something has happened that makes that information no longer accurate, or new matters arise that would require disclosure under your duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).</p> <p>If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.</p> <p>Non-disclosure and misrepresentation</p> <p>If you fail to comply with your duty of disclosure, or in the case of consumer contracts fail to take reasonable care not to make a misrepresentation in disclosing information to us, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure is fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.</p>
<p>Cooling off Period</p>	<p>A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may choose not to proceed with the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement (PDS) document. In some cases, an insurer can deduct certain amounts from any refund. Ask us if you do not understand your rights.</p>
<p>Premium and invoice calculations</p>	<p>We adopt industry practice in calculating local statutory charges. All amounts referred to in our invoices, unless stated otherwise, are to be treated as exclusive of GST.</p> <p>We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however, occasionally, errors can occur. We may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error or its correction.</p>
<p>Professional indemnity insurance</p>	<p>We and our representatives are covered under Professional Indemnity (PI) insurance that complies with the requirements of s912B of the Corporations Act 2001 (Cth). The insurance subject to its terms and conditions will continue to cover claims in relation to our representatives/employees, both past and present.</p>
<p>Privacy</p>	<p>We value the privacy of personal information and are bound by the Privacy Act 1988 (Cth) when we collect, use, disclose or handle personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in (including those outlined in this FSG).</p> <p>Further information about our privacy practices can be found in our Privacy Policy that can be viewed on our website at oib.com.au or alternatively, a copy can be sent to you on request. Please contact our office or visit our website if you wish to seek access to, or to correct, the personal information we collect or disclose about you.</p>

<p>What if you do not provide some personal information to us?</p>	<p>If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products.</p>
<p>How we collect your personal information?</p>	<p>Collection can take place by telephone, email or in writing and through websites (from data you input directly or through cookies and other web analytic tools).</p> <p>We will collect your information directly from you or your agents. We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.</p> <p>We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.</p>
<p>Who we disclose your personal information to?</p>	<p>We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.</p> <p>We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.</p> <p>These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.</p> <p>What we collect your personal information for</p> <p>We collect, hold, use and disclose your personal information for a variety of reasons including:</p> <ul style="list-style-type: none"> • to provide and assist our subsidiaries and affiliates with the provision of insurance broking services, insurance intermediary services, funding services, claims management services and risk management and other consulting services; • to process and respond to a complaint or request you may make; • if you have given consent for AUB's use of the personal information for one or more specific purposes; • for the provision of services or the administration of our business and the business of our subsidiaries and other affiliated companies (including fulfilling and exercising our obligations and rights, exercising or defending legal claims and managing the relationship with you; and • where it is necessary to meet our obligations at law. <p>We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. We do not use sensitive information to send you direct marketing communications without your express consent.</p> <p>Any personal information provided to us may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, Sri Lanka, Singapore, United Kingdom and the United States of America . Details of the countries we disclose to may change from time to time. You can contact us for details. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.</p> <p>More information, access, correction or complaints</p> <p>For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website [insert website] or by contacting us (our contact details are below).</p> <p>Your consent</p> <p>By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise.</p> <p>If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.</p> <p>By phone: (02) 6588 7600 By email: privacy@oib.com.au In writing Att: Privacy Officer PO Box 426 Port Macquarie NSW 2444</p>

<p>NIBA Code of Conduct & Code of Practice</p>	<p>Oxley Insurance Brokers Pty Ltd is a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct. We also subscribe to NIBA's Insurance Brokers Code of Practice (the Code). The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.</p> <p>A copy of the Code is available from www.niba.com.au or by contacting our office.</p>
<p>What should I do if I have a complaint?</p>	<p>We are committed to providing quality services to our clients. This commitment extends to giving you easy access to people and processes that can resolve a service issue or complaint.</p> <p>If you have a complaint about the service or advice we have provided to you, please address your enquiry or complaint to the Complaints Officer or the staff member providing the service.</p> <p>You can contact us via phone on (02) 6588 7600 during Monday to Friday, 9am to 5pm or email us at oxley@oib.com.au.</p> <p>We'll make every effort to deal with your concerns as quickly as possible. . If a complaint is resolved to your satisfaction within five (5) business days, we will provide written confirmation to you. If the matter is not resolved within this time frame, we will refer it to our Complaints Officer.</p> <p>Our Complaints Officer will identify actions to remedy the complaint where possible and provide you with a decision within 30 days from the date of notification of your complaint.</p> <p>If you are dissatisfied with our final response to your complaint, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA).</p> <p>AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC) and its services are free to you. We are a member of this scheme and we agree to be bound by its determinations about a dispute.</p> <p>Website: www.afca.org.au Phone: 1800 931 678 (free call) Email: info@afca.org.au Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001</p>
<p>Questions?</p>	<p>If you have any further questions about this Financial Services Guide, please contact your local office, or telephone our Head office on (02) 6588 7600 or email us at oxley@oib.com.au.</p> <p>Keep this document for your reference and any future dealings with us.</p>

hutch

UNDERWRITING

**Residential
Strata PDS and
Policy Wording**



**The
clear
way to
better
cover.**

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Document Title	Hutch Residential Strata Plan
Date of Preparation	20.08.24
Date Effective	06.09.24
Reference	HRS7

SUMMARY OF LIMITS AND EXCESSES

This Policy document contains 8 different types of cover that the Insurer offers, set out in 8 Sections. Sections 1: Buildings & Common Contents and 2: Property Owner's Legal Liability are the core coverage required to meet statutory obligations, and you can then choose other Sections to tailor the Policy to Your needs.

Subject to receiving the payment of Your Premium, We will provide the cover You have selected subject to the exclusions, conditions and limitations stated in the Policy. The following is a summary of the types of cover available and does not form part of the terms of your insurance. You should refer to the Schedule and the relevant Sections of the Policy that You have selected for the full exclusions, conditions and limitations that apply to Your insurance.

Table of Sub Limits and Extensions

Policy Section	#	Sub-Limit	What We'll Pay	
Section 1: Buildings & Common Contents Extensions within the Sum Insured	1	Professional Fees	Up to the Section 1 Sum Insured	
	2	Removal of Debris	Up to the Section 1 Sum Insured	
	3	Protection & Minimisation of Imminent Damage	Up to \$5,000	
	4	Emergency Services & Fire Extinguishment	Up to the Section 1 Sum Insured	
	5	Government Authority Fees	Up to the Section 1 Sum Insured	
	6	Floating Floorboards	Up to the Section 1 Sum Insured	
	7	Unit Internal Wall Coverings or Paint	Up to the Section 1 Sum Insured or \$5,000 per Unit, whichever applies	
Section 1: Buildings & Common Contents Extensions In Addition to the Sum Insured	8	Temporary Accommodation Costs	Up to 15% of Building Sum Insured	
	9	Loss of Rent	Up to 15% of Building Sum Insured	
	10	Prevention of Access	30 Days	
	11	Public Utility Failure	30 Days	
	12	Cost of Reletting	\$1,500 per Unit	
	13	Meeting Room Hire	\$5,000	
	14	Maintenance Fees	\$2,000 per Unit	
	15	Storage of Unit Owners Contents	\$10,000	
	16	Storage of Common Area Contents	\$10,000	
	Items 8 – 16 will be further limited to the value shown in the Schedule for Temporary Accommodation & Loss of Rent in the aggregate for the Policy Period			
	17	Alterations / Additions	\$250,000	
	18	Mortgage Discharge Fees	\$10,000	
	19	Arson Reward	\$10,000	
	20	Damage to Domestic Electric Motors	\$5,000	
	21	Electricity, Gas, Water and Similar Charges – Excess Costs	\$2,000	
	22	Electricity, Gas, Water and Similar Charges – Unauthorised Use	\$2,000	

	23	Environmental Improvements	\$20,000
	24	Landscaping	\$25,000
	25	Removal of Fallen Trees	\$5,000
	26	Detecting Leaks - Repairs	\$1,000
	27	Money	\$25,000
	28	Personal Property Under Control of Body Corporate	\$10,000
	29	Replacement of Keys and Locks	\$5,000
	30	Rewriting of Records	\$50,000
	31	Removal of Squatters	\$1,000
	32	Water Removal from Basements	\$2,000
	33	Emergency Accommodation Costs	\$2,500 per unit
Section 2: Property Owner's Legal Liability	1	Car Park Liability	Up to the Section 2 Limit of Liability
	2	Recreational Activities	Up to the Section 2 Limit of Liability
	3	Services	Up to the Section 2 Limit of Liability
	4	Injury to or death of domestic pets	\$1,000
Section 3: Voluntary Workers Personal Accident	1	Travel Expenses	\$1,000
	2	Domestic Assistance	\$500/week, up to a maximum of \$5,000
Section 6: Machinery breakdown Extensions within the Sum Insured	1	Overtime Freight Hire and Temporary Repair	20% of the Sum Insured or \$5,000, whichever is the lesser.

Table of Excesses – Extensions

The following Special Excesses apply in addition to any other Excesses shown in the Schedule for each Section.

Policy Section	Description of Excess	Amount to Pay in addition to policy excess:
Section 1	Earthquake Excess. You have to pay or contribute in relation to earthquake or seismological disturbance an additional \$500 in total of the cost of loss or Damage which occurs during any one period of 72 consecutive hours.	\$500
Section 7	Part C – Legal Expenses Cover Contribution This contribution applies in addition to the excess to each and every claim made under Section 7 Part C – Legal Expenses Cover defending litigation brought against the Body Corporate. See Excess and Contribution on Page 33	10%

PRODUCT DISCLOSURE STATEMENT

Product Disclosure Statement

This document is a Product Disclosure Statement (PDS) for the Hutch Underwriting Residential Strata Plan Insurance Policy. This PDS has been prepared to assist You in understanding Strata insurance and making an informed choice about Your insurance requirements.

This PDS includes information about Policy features, benefits, risks and costs. Please read the document carefully.

This document was prepared by Hutch Underwriting Pty Ltd on 20.08.24. The Insurer has authorised the distribution of this PDS.

About Hutch Underwriting

Hutch Underwriting Pty Ltd ABN 84 655 256 134, authorised representative number 001 296 345 (Hutch Underwriting) is an authorised representative of CoverRadar Group Pty Ltd ABN 14 641 225 809, AFS Licence number 523647 of L8, 17 Bridge St, Sydney, NSW 2000.

Hutch Underwriting issues and manages Your insurance Policy and acts on behalf of certain underwriters at Lloyds.

This means that when issuing this Policy, Hutch Underwriting will be acting on behalf of the Insurers, not for You.

Postal Address: L8, 17 Bridge St

Sydney, NSW 2000

Telephone: 02 9068 1390

Email: help@hutchunderwriting.com.au

Your insurance broker will arrange this insurance for You on Your behalf. If You have any questions or need any further information concerning Your insurance, You should contact Your insurance broker to assist You with Your inquiry. You should direct all of Your correspondence to Hutch Underwriting through Your insurance broker.

About the Insurer

This Policy is insured by certain underwriters at Lloyd's, of whose definitive numbers and the proportions underwritten by them, can be supplied on application. In consideration of the premium specified in the Schedule, the underwriters are bound, severally and not jointly, each for their own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained in the Policy or any endorsement.

About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market provides the leadership and insight to anticipate and understand risk, and the knowledge to develop relevant, new and innovative forms of insurance for customers globally.

It offers the efficiencies of shared resources and services in a marketplace that covers and shares risks from more than 200 territories, in any industry, at any scale.

And it promises a trusted, enduring partnership built on the confidence that Lloyd's protects what matters most: helping people, businesses and communities to recover in times of need.

Lloyd's began with a few courageous entrepreneurs in a coffeeshop. Three centuries later, the Lloyd's market continues that proud tradition, sharing risk in order to protect, build resilience and inspire courage everywhere.

Visit www.lloyds.com for more information.

Duty Not to Misrepresent

When answering our questions in the Proposal or making changes to your Policy or at renewal, you have a duty to take reasonable care not to make a misrepresentation to us.

You and any other insured person(s) must answer our questions with relevant and complete information and You must not misrepresent any information that You give to us. You have the same duty in relation to anyone else whom You want to be covered by the Policy.

If You fail to comply with this duty and We would not have entered into this Policy for the same Premium and on the same terms and Conditions expressed in this Policy, We may be entitled to reduce Our liability under the Policy in respect of any claim to the extent that We have been prejudiced, or We may cancel the Policy.

If your failure to comply is fraudulent, We may refuse to pay your claim and treat this Policy as never having been in existence.

Cooling-Off Period

If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required.

You will receive a full refund of the Premium provided You have not made a claim under the Policy.

Adequate Sums Insured

In the event of a major loss, the Sums Insured and Limits applying to each Section of the Policy should be sufficient to cover such loss. It is Your responsibility to ensure the adequacy of the Sums Insured and You should review these both during the currency of the Policy and prior to renewal each year. Regular building valuations should be sought to ensure that Limits are set at appropriate levels.

Seek professional valuation advice where necessary.

If the Sums Insured and Limits under this Policy are not adequate, You may have to cover the uninsured proportion of any loss.

Claims made notice

Sections 5 and 7 of the Policy operate on a 'claims made and notified' basis. This means that, subject to the provisions of Sections 5 and 7, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

Our Agreement with You

Subject to receiving Your payment of the Premium set out in the Schedule, We agree to provide the insurance set out in this Policy Wording.

We will cover You for covered loss or damage under the sections of the Policy selected by You.

If you make a claim, We will not pay more than the Sums Insured or Limits of Liability or Sub-Limits of Liability shown in the Policy Schedule or Section unless We have stated that there is an additional limit extension applying to a particular section.

Calculating your Premium

We take a number of factors into account when calculating Your Premium. The annual Premium payable by You will be shown in Your Policy Schedule. Premiums are subject to applicable Commonwealth and State taxes and charges.

There are a number of significant factors which impact generally when calculating Your Premium. These can include:

- The Sums Insured under each chosen Section;
- The location of the subject Property;
- The Property's size (units), age and construction type;
- Your claims 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).

How to make a Claim

The Insured or any person entitled to claim under this Policy must give us written notice of any event which is likely to give rise to a claim, within thirty (30) days of that event, or as soon as is reasonably practicable after identifying an event.

To report a claim, please contact:

The Claims Manager

Telephone Number: 1300 256 056

Email: claims@hutchunderwriting.com.au

Web: hutchunderwriting.com.au/claims

Please quote the policy number (as shown on the Schedule) on all correspondence.

For emergencies after hours please visit our website for details of make safe contractors.

Reporting a claim to Us shall be deemed notice to the Insurers.

We recommend that You also advise Your insurance broker or intermediary of any incident.

Tax Implications

If You:

- Are registered for GST; and

- Would be entitled to an input tax credit if You were to incur the cost to which a claim under this Policy relates,

We will reduce any amount We pay under any such claim by an amount equal to Your input tax credit entitlement. This tax information is a general statement only. See Your tax adviser for information about Your specific circumstances.

Excesses

The Excess is the amount You must contribute towards the cost of any claim You make. If We agree to pay Your claim, the Excess will be deducted from the amount of the claim that is paid to You, or You may be asked to pay the Excess to a supplier, repairer or to Us.

The amount of each applicable Excess including any Special Excess to each Policy Section is shown on Your Schedule.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Dispute Resolution

If You have any concerns or wish to make a complaint in relation to this Policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with our internal dispute resolution procedure.

Please contact Hutch Underwriting Pty Ltd in the first instance:

Complaints Officer

Hutch Underwriting Pty Ltd

Telephone: 1300 256 056

Email: help@hutchunderwriting.com.au

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days. If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not

resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000*

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given as soon as possible to:

The Claims Manager

Telephone: 1300 256 056

Email: claims@hutchunderwriting.com.au

Web: hutchunderwriting.com.au/claims

Privacy Statement

We will collect personal information when You deal with us, Our agents, other companies in Our group, certain underwriters at Lloyd's, or suppliers acting on Our behalf.

We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims.

Sometimes We might send Your personal information overseas. The locations We send it to can vary but include Singapore, the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our privacy policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit hutchunderwriting.com.au/privacy

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

Simply contact the Hutch's Privacy Officer on the details below if You would like to:

- Access the personal information Hutch holds about You;
- Update or correct the information Hutch holds about You;
- Discuss Your privacy concerns; or
- Be removed from the mailing list to receive information about Hutch products and services

The Privacy Officer

Hutch

L8, 17 Bridge St, Sydney, NSW, 2000

Telephone: 1300 256 056

Email: help@hutchunderwriting.com.au

Our Privacy Policy can be found online at hutchunderwriting.com.au/privacy

Confirmation of Transactions

If you need to clarify any of the information contained in this PDS, wish to confirm a transaction or you have any other queries regarding your Policy, your first point of contact is your intermediary. However, if you would also like to contact us directly, please use the contact details above.

Changes of Terms and Conditions

From time to time and where permitted by law, We may change parts of the PDS. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of reasonable person deciding whether to buy this insurance, may be found on hutchunderwriting.com.au/strata-insurance-underwriting You can obtain a paper copy of any updated information without charge by contacting us using the contact details above.

SIGNIFICANT FEATURES AND BENEFITS

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

There are General Exclusions and Specific Exclusions that apply to the benefits described in each Section. Read them carefully to understand the coverage provided by this insurance. All claims made under the Policy are subject to the Limits that apply to each Section as shown in the Schedule.

Section	Cover Summary
Section 1 – Buildings & Common Contents	Reinstatement of Buildings and Common Areas following Damage to the Insured Property. Optional covers for Flood (where available); Additional Catastrophe Cover, and Unit Owners' Fixtures and Improvements
Section 2 – Property Owner's Legal Liability	Awards, judgments and legal costs for compensation claims relating to Property Damage and Personal Injury that occurs in connection with Your ownership of the Insured Property.
Section 3 – Voluntary Workers Personal Accident	Compensation for death or bodily injury suffered by Voluntary Workers as a result of an accident that occurs whilst they are working at the Insured Property
Section 4 – Fidelity Guarantee	Loss of funds allocated to or set aside for the management of Insured Property due to fraudulent misappropriation or theft by a person who is acting without Your knowledge.
Section 5 – Office Bearers Liability	Awards, judgments and legal costs for compensation claims relating to claims against Officers of the Body Corporate. This is a claims made cover which means it responds to claims first made against You during the Policy Period and notified to Us during that same period.
Section 6 – Machinery Breakdown	Repair or replacement following Damage as a result of the breakdown of a machine or boiler explosion or collapse of the boiler or pressure vessel insured as part of the building,
Section 7 – Government Audit, Health & Safety, & Legal Expenses	Part A: Professional fees and expenses to handle government audits and investigations. Part B: Legal expenses appealing against health and safety notices and rulings. Part C: Legal expenses defending litigation brought against the Body Corporate. This is a claims made cover which means it responds to claims first made against You during the Policy Period and notified to Us during that same period.
Section 8 – Cyber	Loss of funds allocated to or set aside for the management of Insured Property due to Cyber Crime, including social engineering fraud, phishing, phreaking or other cyber fraud. Defence costs incurred as a result of a Data Breach.

POLICY WORDING

POLICY OPERATION

This agreement consists of the Schedule, the PDS and Policy Wording, and any endorsements. Cover is provided during the Policy Period subject to the terms of this agreement once We have received the Premium paid by You.

The Policy comprises:

- General definitions, which apply across the Policy, as well as specific definitions applying to each Section, which only apply to that Section.
- General conditions, which set out Your responsibilities under this Policy, and specific conditions applying to each Section which only apply to that Section.
- General exclusions and claims conditions, which apply to any claim made under this Policy, as well as specific exclusions and basis of settlement applying to each Section, which only apply to claims made under that Section.

GENERAL DEFINITIONS

In this Policy there are words that have a special meaning. These words begin with a capital letter.

For those words that apply to only one Section of the Policy, their special meaning is described in that Section of the Policy.

Those words that have a special meaning that apply to all Sections of the Policy are set out and defined below:

Act of Terrorism means

any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with any political, religious, ideological or similar purpose or reason, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Aircraft means

any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

Body Corporate means

the owners' corporation, body corporate, strata corporation, strata company, or company named in the Schedule.

Body Corporate Manager means

anyone with whom the Body Corporate has engaged to provide strata or company title management services in relation to the Situation.

Building(s) means

the building(s) contained in the registered strata scheme or company title specified in the Schedule, including at the Situation:

- outbuildings;
- elevators, escalators and inclinators;

- walls, gates and fences;
- ducted air conditioners, intercom systems, stoves, ovens, hotplates, and hot water systems;
- built-in cupboards and bathroom fittings;
- awnings and blinds that are external of the Building;
- satellite dishes and antennas used for receiving radio and/or television signals;
- swimming pools; tennis courts, marinas, wharves, docks, jetties, pontoons or similar structures which are used for non-commercial purposes and at which fuel is neither stored nor distributed; or
- services such as electricity and water, owned by the Body Corporate or for which the Body Corporate is responsible.

Building(s) do not include:

- carpets or carpet underlay however fixed;
- vinyl and cork or other flooring material which is not fixed with an adhesive;
- temporary wall, ceiling or floor coverings;
- internal window coverings including curtains and blinds;
- Unit Owners Contents
- light fittings which are not built or wired into the electrical wiring;
- air conditioners that are not permanently mounted, clothes dryers, washing machines, microwave ovens and any other appliances or devices that are not wired into the electrical wiring or permanently mounted;
- fixtures removable by a lessee at the expiration of a tenancy;
- anything described in any Act or Regulation governing strata title or company title property where the Building is situated, as not forming part of a Building, for example, mobile and/or fixed air-conditioning units servicing an individual Unit where your Building is located in the state of Queensland.

Where this definition of Building is contrary to any Act or Regulation governing strata title or company title property or similar scheme pertaining to the Situation, then the requirements of that Act or Regulation will apply.

Common Area means

the area at Your Situation that is not part of any lot or unit. Where the Strata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Common Area Contents means

the domestic appliances, equipment, carpet, furnishings and furniture in any Common Area of the Situation surrounded by walls, gates or fences that are owned by You or for which You are legally responsible.

Common Area Contents does not include:

- Vehicles, caravans, trailers, Watercraft, Aircraft, or any accessories in or on any of them;

- any appliance, equipment, furnishings, or furniture which is in open air and is designed to be neither used nor kept in open air;
- livestock; or
- the personal property of any Unit Owners.

Where this definition of Common Area Contents is contrary to any Act or Regulation governing strata title or company title property or similar scheme pertaining to the Situation, then the requirements of that Act or Regulation will apply.

Computer Equipment means

computer hardware, operating system, computer network and other equipment containing or comprising any computer technology.

Damage or Damaged means

any direct physical loss, physical destruction, or physical damage to Insured Property from any sudden and accidental cause not otherwise excluded by this Policy that has the result of lessening its value.

Electronic Data means

facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Emergency Services means

police, fire brigade, ambulance or others acting under their control.

Event means

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

Excess / Excesses means

the amount that You are required to contribute towards each and every Event that causes loss or damage insured by this Policy. The Excesses are specified in the Schedule for each Section.

Floating Floorboards means

laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight and/or by skirting boards 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 lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;

- a canal;
- a dam.

Fusion means

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

Insurer means

Certain underwriters at Lloyd's of London.

In Transit means

Common Area Contents in Your personal custody or in the personal custody of any person authorised by You while in carriage to or from the Situation.

In Transit does not mean

Common Area Contents being carried by any professional carrier or common carrier that holds valid insurance against the risk of loss or damage to such property while in their custody.

Insured Property means

the Building, Common Area and/or Common Area Contents (and solely in respect of Section 6, any Equipment) at the Situation.

Landscaping means

trees, shrubs, plants, lawns or rockwork.

Land Value means

the value of the land at the Situation ascertained by reference to the sum certified by the Valuer General as the value of that land and after due allowance has been made for any circumstances that affects the certified value of that land had the damage to the Insured Property not occurred.

Limit of Liability means

the limit of Our total liability for any one loss or series of losses arising out of one Event that is applicable to a Section of the Policy as specified in the Schedule.

Loss of Rent means

Unit Owner losses on a Tenanted Unit calculated as foregone rent under the lease contract effective immediately before the happening of Damage to the Building, plus any outgoings ordinarily paid by the Tenant.

Maintenance Fees means

any fees payable by a Unit Owner for the costs of maintaining the Building (which are levied by or otherwise payable to the Body Corporate or any other person acting on behalf of the Body Corporate).

Money means

current and valid coins, bank notes, cheques, other negotiable instruments, currency notes, postal orders, money orders and unused postage and revenue stamps.

Officer means

a member or former member of the Body Corporate whilst engaged in or serving on the committee or governing body of the Body Corporate.

Officer does not include a Body Corporate Manager or a director or representative of such a manager.

Owner Occupied Unit means

a residential Unit occupied by a Unit Owner as their primary residence immediately before the happening of Damage to Insured Property.

Policy means

the contract of insurance between You and Us which comprises this Policy Wording, the Proposal, the Schedule and any endorsement or similar document issued by Us varying the Policy coverage.

Policy Period means

the period shown in the Schedule during which the insurance cover provided by this Policy is in place.

Policy Territory means

Australia.

Pollutants means

any solid liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Premium means

the premium specified in the Schedule or in any endorsement to the Policy.

Pressure Equipment means

boilers, pressure vessels and pressure piping defined in any applicable Australian standard.

Proposal means

the written application completed by You or another person on Your behalf (together with all accompanying information) relied upon by Us to enter into this Policy.

Schedule means

the schedule issued with this Policy wording.

Sea means

any ocean, sea, bays, harbour or tidal water.

Section means

the sections of different cover available under this Policy as described in this document.

Situation means

the location shown in the Schedule where the Insured Property is situated.

Special Excess means

any additional Excess specified in this Policy or in Your Schedule which will be payable in addition to the standard Excess with respect to each and every Event insured by this Policy.

Sum Insured means

the amount for which We have agreed to provide the insurance under this Policy as described in the Schedule.

Subsidence means

earth movement, landslip, erosion, coastal erosion, settlement of newly made up ground, or settlement caused by the bedding down of new structures.

Temporary Accommodation Costs means

a sum equivalent to the annual rentable value of the Owner Occupied Unit (including any outgoings payable by a tenant) that would have applied immediately before the happening of Damage to Insured Property, calculated with reference to comparable rentable value from units in the building or if there is no data, units of a similar size and value in the same area.

Tenanted Unit means

a residential Unit leased under signed contract to a tenant immediately before the happening of Damage to Insured Property.

Unit means

an area shown on a plan of the Situation as a lot or unit in terms of any applicable Act or Regulation governing strata title property or an area to which a shareholder is entitled to exclusive possession in terms of any applicable Act or Regulation governing company title property.

Unit Owner means

an owner, member, or proprietor registered as owner of an estate in a Unit in terms of any applicable Act or Regulation governing strata title property or a shareholder entitling that person to exclusive possession of a Unit in terms of any applicable Act or Regulation governing company title property.

Unit Owners Contents means

a Unit Owner's personal effects, furniture, furnishings, Computer Equipment, electrical and electronic equipment at the Situation immediately before the happening of Damage to Insured Property.

Unit Owners' Fixtures and Improvements means

any item or structure for the exclusive use of a Unit and which is permanently attached to or fixed to the Building so as to become legally part of it including any improvement made to an existing part of the Building by a Unit Owner for their exclusive use.

Valuer General means

the state official, or independent statutory officer, who values property in the State or territory in which the Building is located.

Vehicle means

any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.

Voluntary Worker means

any person between the age of 15 and 65 that is undertaking voluntary unpaid work at the Situation under the direction of the Body Corporate or Body Corporate Manager without promise of reward or remuneration.

Voluntary Worker does not include:

- an Officer; or
- an employee; or
- a Body Corporate Manager or a director or representative of such a manager.

Water Damage means

Damage caused by water leaking, bursting or overflowing from appliances, fixtures or plumbing.

Watercraft means

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

We, Our, Us means

the Insurer.

You, Your and Yours means

the person described in each Section of the Policy.

Interpretation

In this Policy, unless the context otherwise requires:

1. the singular includes the plural and the plural includes the singular
2. if a word or expression is given a definite meaning, then any part of speech or other grammatical form of that word or phrase has a corresponding meaning
3. references to an amount of money are references to that amount in Australian dollars;
4. headings are included for reference purposes only and do not form part of the Policy for interpretation; and
5. references to:
 - a. statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, ordinances and statutory instruments made under those statutes,
 - b. sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes.

GENERAL EXCLUSIONS

These General Exclusions apply to all Sections of this Policy, however each Section may have specific Exclusions to the cover offered under that Section which should be read in addition to the ones below.

The Policy does not cover any claim, loss, damage, destruction, compensation, liability, cost or expense of any nature arising out of or in any way connected with the following, regardless of another cause to such, claim, loss, damage, destruction, compensation, liability, cost or expense:

Act of Terrorism

Any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

Asbestos

Asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.

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:

1. 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
2. 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
3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer Equipment

Any Computer Equipment that fails to perform or function in the manner for which it was designed.

Cyber Incident

Any Cyber Incident, which for the purpose of this exclusion means

1. Unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;
2. Malware or similar mechanism;
3. Programming or operator error, whether by the insured or any other person or persons;
4. Any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

Electronic Data

Loss, damage, or unplanned alteration of Electronic Data.

Known Faults and Defects

Faults and defects in Insured Property which are known to You, or which you ought reasonably to have known.

Pathogenic Organisms

Any Pathogenic Organism.

For the purposes of this Exclusion pathogenic organism shall include but not limited to the following:

Mould or Fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products enzymes or protein secreted by the above whether toxic or otherwise.

It is understood and agreed that Insurers shall not be under any duty to defend the insured in any proceedings in connection with any Pathogenic Organism claims or incidents.

This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any Pathogenic Organism occurred.

Pollution

The discharge, disposal, release, seepage, migration or escape of Pollutants or the cost of preventing, removing, nullifying, or clean-up of any contamination or pollution.

Radioactivity

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. 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
5. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Unoccupied Insured Property

Any Insured Property left unoccupied for a period of 60 consecutive days in circumstances where You have not informed Us or Hutch of this fact and have not obtained Our written agreement for the cover of this Policy to continue beyond that period.

War

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Dishonest or Intentional Conduct

Any actual or alleged:-

1. dishonest, fraudulent, criminal or malicious act;

2. wilful or reckless breach of any statute, contract or duty;
3. conduct intended to cause loss, damage, destruction, liability, omission, cost or expense or such conduct engaged in with reckless disregard for the consequences committed by You or any person acting with Your knowledge, express or implied consent, or participation.

GENERAL CONDITIONS

These General Conditions apply to all Sections of this Policy, however each Section may have specific Conditions to the cover offered under that Section which should be read in addition to the ones below.

Applicable Law

Should any dispute arise concerning this Policy, the dispute will be determined in accordance with the law of Australia and its States and Territories. In relation to any such dispute, the parties agree to submit to the jurisdiction of any competent court in a State or Territory of Australia.

Assignment

You must not assign this Policy or any of Your rights under this Policy without Our prior written consent which will not be unreasonably withheld.

Cancellation

1. You may cancel this Policy by giving notice in writing to Us. If such notice is given, the cancellation will take effect on the day the notice is received by Us.
2. We may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act 1984 (Cth), including non-payment of the Premium within the sixty (60) days credit terms. Such cancellation is to take effect three (3) business days from the time written notification is received by You or 14 days from the Payment Due Date, whichever is the later.
3. After cancellation by You a refund of Premium will be returned to You pro rata for the unused Policy Period.
4. When the Premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the Premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.
5. In the event of a claim or claims having been notified to Us prior to the effective date of cancellation there will be no refund of Premium of the unused part of the Policy Period.

Changes affecting Sum Insured

Any changes that may affect the Sum Insured after commencement of the Policy must be notified by You to Us in writing as soon as reasonably practicable after such change comes to the notice of You or Your officer responsible for insurance. Changes that You must notify Us of include:

1. Removal of any Common Area Contents or alteration of any Building;

2. Any Building or Common Area of the Situation being left unoccupied for a period of more than 60 consecutive days;
3. Your interest in any Insured Property ceasing;
4. Any instance where the nature of the occupation of or other circumstances affecting the Insured Property are changed in such a way to increase any risk insured under this Policy; or
5. You being placed into bankruptcy, receivership, administration or liquidation.

If We accept the change, You must pay Us any additional premium we require.

If you fail to notify us of such changes We might not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

Changes in Policy

No changes in this Policy will be valid unless agreed to in writing by Us. The requirements of any Section may not be deemed to be waived unless We agree to waive them in writing.

Inspection and Audit

We or a person acting on Our behalf may inspect any Insured Property by giving reasonable written notice to You. Neither Our right to make inspections nor the making of any inspection nor any report thereon will constitute an undertaking by Us on behalf of or for Your benefit or warrant that such Insured Property or operations are safe or healthful, or are in compliance with any applicable law, rule or regulation.

We may examine and audit Your books and records at any time during the Policy Period and extensions thereof and within three (3) years after the final termination of this Policy, as far as they relate to a claim made by you under this Policy.

Insurance Contracts Act

Nothing contained in this Policy is to be construed to reduce or waive either Your or Our privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth).

Interests of Other Parties

The insurable interest of only those lessors, financiers, trustees, mortgagees and owners specifically noted in the Schedule are covered by the Policy.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party (other than those described in the Dishonest or Intentional Conduct general exclusion) will not prejudice the rights of any remaining party; provided that the remaining party shall, as soon as reasonably practicable upon becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to Us and in such cases, We have the right to charge a reasonable additional premium.

Reasonable Care

You must:

1. Take all reasonable measures to maintain all Insured Property in sound condition;

2. Take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy;
3. Comply with all obligations and regulations imposed by any authority; and
4. Take all reasonable measures to ensure that only competent employees and contractors are employed or contracted to undertake work on Your behalf at the Situation.

Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Extension limits to their preloss amount without any additional Premium having to be paid.

This condition does not apply:

1. when We pay a total loss;
2. when We pay the full Sum Insured;
3. to Section 5: Office Bearers Liability
4. to Section 7: Government Audit, Health & Safety, & Legal Expenses;
5. to Special Benefit 22 of Section 1: Buildings & Common Contents

Sanction Suspension Clause

It is a condition of this insurance, and the Insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the Insurer would expose that Insurer to any sanction, prohibition or restriction under any:

1. United Nations' resolution(s); or
2. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the Insurer would no longer be exposed to any such sanction, prohibition or restriction.

Storage of Hazardous Materials

Hazardous goods or materials stored at the Situation must be stored in the quantities and manner required by any relevant law or standard.

Subrogation

If We make a payment under this Policy, Your rights of contribution, indemnity or recovery are subrogated to Us. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without Our prior written consent. You must do all things and execute all documents to enable Us to sue in Your name for such contribution, indemnity or recovery.

Your Authorised Representative

You agree that any person representing You when completing the Proposal is authorised to give and receive information on Your behalf.

CLAIMS CONDITIONS

If you fail to comply with the following Claims Conditions We will reduce Our liability to the extent of any prejudice caused by Your failure to comply.

On the happening of any Damage, Occurrence or event likely to give rise to a claim under any Section, You must at Your own expense:

1. as soon as reasonably practicable, inform Us by telephone or in writing using the contact details set out in the PDS of any damage, injury or receipt of notice of any claim and/or of the institution of any proceedings against you;
2. as soon as reasonably practicable inform the police of any malicious damage, burglary, housebreaking, fraudulent misappropriation, theft or any attempted theft of Insured Property and/or Money and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss
3. take all reasonable precautions to recover lost or stolen Insured Property and/or Money and minimise the claim;
4. take all reasonable precautions to reduce the damage and to prevent further damage;
5. when requested by Us to do so, Complete and lodge a claim form within twenty-one (21) days with all necessary supporting documentation that We may reasonably require for the investigation and verification of the claim;
6. not arrange for the repair or replacement of any Insured Property or Equipment in connection with any claim without Our prior written consent which will not be unreasonably withheld;
7. not admit guilt or fault (except in court or to the Police)
8. not admit or deny liability for, or offer to negotiate or agree to settle, any claim brought against you without Our prior written consent which will not be unreasonably withheld;
9. not dispose of any Damaged Insured Property without Our prior written consent which will not be unreasonably withheld;
10. allow Us or Our representative access to inspect on reasonable notice and on their reasonable request.
11. assist Us in the defence of any claim brought against you.

In accordance with the Subrogation general condition, We reserve the right to negotiate, defend or settle in Your name and on Your behalf any claim brought against You and will have full discretion in the conduct of any proceedings or in the settlement of any claim.

Approval required for repairs

Except for essential temporary repairs permitted under benefit 4 – Protection & Minimisation of Imminent Damage of Section 1: Building & Common Contents, You are not authorised to commence repairs without Our approval which We will not be unreasonably withheld.

Claim Preparation Costs

We will pay costs necessarily and reasonably incurred by You, with Our written prior consent, in preparation of a claim under this Policy.

The maximum that We will pay in respect of claims preparation costs during any one Policy Period is \$30,000, however this condition does not apply to Section 3: Voluntary Workers Personal Accident and Section 7: Government Audit, Health & Safety, & Legal Expenses.

False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act to the Police for further investigation.

Other Insurances

You shall give written notice as soon as reasonably practicable to Us of any other insurance or insurances effected covering any of the risks that are the subject of this Policy.

If at the time of any loss, damage or liability there is any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the Insurance Contracts Act 1984 (Cth).

Possession of Damaged Property

On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this Policy, We and every person authorised by Us may, without incurring any liability, and without diminishing Our right to rely upon any terms or conditions of the Policy, enter, take or keep possession of any building or premises where the loss, damage or destruction has happened and may take possession of or require to be delivered to Us any of the Insured Property and may keep possession of and deal with such Insured Property for all reasonable purposes and in any reasonable manner.

You shall not in any case be entitled to abandon any Insured Property to Us whether taken possession of by Us or not.

Preventing Our right of recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.

Repairs or Replacement

We have the right to nominate the repairer of supplier to be used, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

Salvage value

We are entitled to any salvage value on recovered items and Damaged items that have been replaced.

SECTION 1: BUILDINGS & COMMON CONTENTS

COVER

We will cover You, up to the Sum Insured shown in the Schedule for Section 1, against Damage to:

1. any Building; and
2. Common Area Contents whilst they are at the Situation or whilst temporarily removed and In Transit within the Policy Territory,

occurring during the Policy Period in accordance with the Basis of Settlement applicable to Section 1.

OPTIONAL COVER

The following covers only take effect if shown as "Selected" in the Schedule, or where a sum insured is shown for that item in the Schedule.

Optional Cover 1 – Flood

When the Sum Insured applicable to Section 1 is not otherwise exhausted, we will pay for Damage to Insured Property caused by Flood during the Policy Period subject always to the conditions and exclusions of this Policy.

Optional Cover 2 – Additional Catastrophe Cover

Where Your Building(s) and Common Area Contents suffer a loss during the Policy Period not excluded under Section 1 which is caused

1. by a Catastrophe,
2. due to another 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;

We will pay up to the additional percentage, shown in the Schedule for this optional cover, of Your Building(s) Sum Insured, for any unforeseen increase in rebuilding costs where a claim has been admitted under this Section 1.

No amount will be paid under this additional cover until such time as the Sum Insured on Your Building(s) has been totally exhausted.

For the purposes of this optional cover "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.

Optional Cover 3 – Unit Owners' Fixtures and Improvements

When the Sum Insured applicable to Section 1 is exhausted, We will pay costs necessarily and reasonably incurred by You to reinstate, repair or replace a Unit Owners' Fixtures and Improvements in a Unit made by a Unit Owner, that are Damaged during the Policy Period caused by an Event not excluded under Section 1.

The maximum that We will pay in respect of this extension during any one Policy Period is

1. 10% of the Building Sum Insured applicable to Section 1 in total for all Units; or
2. \$300,000 per Unit,

whichever is the lesser.

We will not pay for the cost to replace undamaged Unit Owners' Fixtures and Improvements or to replace illegal installations.

SECTION 1 EXTENSIONS

We will pay these extensions when the Sum Insured applicable to Section 1 is not otherwise exhausted and where the following costs or losses covered by their benefits were incurred a result of Damage to the Insured Property occurring during the Policy Period caused by an Event that is not excluded under Section 1.

1 - Professional Fees

We will pay the fees of architects, surveyors, consulting engineers, lawyers and other professionals, including all incidental costs and fees for:

1. estimates;
2. plans and specifications;
3. applications for building or construction consents;
4. quantities;
5. tenders; and
6. supervision,

necessarily and reasonably incurred by You, with Our prior written consent, which will not be unreasonably withheld, in the process of repairing, replacing or rebuilding any Damaged Insured Property.

2 - Removal of Debris

We will pay costs necessarily and reasonably incurred by You in the:

1. removal, storage and disposal of debris, being the remains of any Damaged Insured Property;
2. demolition, dismantling, shoring up, propping, underpinning or other temporary repairs to any Damaged Insured Property;
3. demolition and removal of any Insured Property that can no longer be used for its intended purpose, as long as such demolition and removal is necessary to repair, replace or rebuild any Damaged Insured Property provided that Your liability to pay such costs does not arise directly or indirectly as a consequence of:
 - a. the discharge, dispersal, release or escape of Pollutants; or
 - b. any contract, except where the liability would have existed in the absence of such contract.
4. 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;

3 – Protection & Minimisation of Imminent Damage

We will pay costs necessarily and reasonably incurred by You in order to:

1. ensure the safety of Insured Property pending its repair, replacement or rebuilding; or

2. minimise imminent Damage to Insured Property occurring during the Policy Period.

We will not pay more than \$5,000 unless you first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in excess of this amount.

4 – Emergency Services & Fire Extinguishment

1. We will pay for Damage to the Insured Property caused by the Emergency Services gaining access; and
2. We will pay costs necessarily and reasonably incurred by You in order to extinguish any fire that threatens Insured Property, including the cost of replenishing firefighting equipment and charges for shutting off the supply of water or any other substance following accidental discharge or escape of such substances from firefighting equipment.

5 – Government Authority Fees

We will pay fees, contributions or imposts payable by You to any government or local authority to obtain a building or construction consent to repair, replace or rebuild any Damaged Insured Property, provided that We will not be liable for any fines or penalties imposed by any such authority.

6 – Floating Floorboards

We will pay costs necessarily and reasonably incurred by You to repair Unit Owners' Floating Floorboards if they are Damaged by an Event that is not excluded under Section 1 of this Policy.

7 – Unit Internal Wall Coverings or Paint

We will pay costs necessarily and reasonably incurred by You to repaint or re-wallpaper internal walls or ceilings of a Unit if they are Damaged by an Event not otherwise excluded under Section 1 of this Policy;

1. up to the Sum Insured shown in the Schedule for Section 1; or
2. up to \$5,000 per unit where the relevant legislation excludes Wall Coverings or Paint within the Unit Owners' Unit from the definition of Building.

We will only pay for repainting or re-wallpapering of the room, hallway, or passage where the Damage occurred.

SECTION 1 ADDITIONAL LIMIT EXTENSIONS

We will pay the following benefits in addition to the Sum Insured applicable to Section 1 up to the maximum shown in the Policy, or as otherwise detailed in the Schedule. Items 8 – 16 will be further limited up to a maximum aggregate limit per Policy Period as detailed in the Schedule for Temporary Accommodation & Loss of Rent.

8 - Temporary Accommodation Costs

We will pay Temporary Accommodation Costs incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the Unit unfit for habitation or inaccessible.

Where the temporary accommodation selected does not allow pets, We will pay for the reasonable and necessary costs of housing domestic pets ordinarily resident with the

affected Unit Owner in kennels up to a maximum of \$1,000 per Unit.

We will only pay costs incurred under this extension during the period that the Unit is either uninhabitable or inaccessible.

9 - Loss of Rent

We will pay Loss of Rent incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the Unit unfit for habitation or inaccessible.

We will only pay Loss of Rent under this extension during the period that the Tenanted Unit is either uninhabitable or inaccessible.

10 – Prevention of Access

We will pay Loss of Rent and/or Temporary Accommodation Costs incurred as a result of the Unit not being able to be inhabited by reason of an order of a government authority made in respect of the Situation during the Policy Period directly and solely due to:

1. the discovery of vermin or pests at Your Situation;
2. an accident at Your Situation causing a defect in the drains or other sanitary arrangements at Your Situation; or
3. murder or suicide occurring at Your Situation,

We will only pay Loss of Rent and/or Temporary Accommodation costs under this extension for the period commencing with the government order becoming effective, until such time as the order is revoked, or until 30 days have elapsed, whichever is the sooner.

11 - Public Utility Failure

We will pay Loss of Rent and/or Temporary Accommodation Costs incurred by reason of the Unit becoming uninhabitable as a result of the failure of supply to the Unit of electricity, gas, water or sewerage services by a public utility resulting from Damage to property belonging to or under the control of the public utility occurring during the Policy Period by an Event not excluded under Section 1.

We will pay Loss of Rent and/or Temporary Accommodation Costs under this extension for the period commencing 48 hours after the failure of supply occurs until such time as the failed service is reinstated or until 30 days have elapsed, whichever is the sooner.

12 – Cost of Reletting

When You have leased out Your Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose by:

1. Damage to Your Insured Property that is admitted as a claim under Section 1; and
2. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Unit or Common Area they previously leased.

The maximum We will pay per Unit or Common Area in any one Policy Period under this extension is \$1,500.

13 – Meeting Room Hire

We will pay 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 by Damage to Your Insured Property covered under Section 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

The maximum We will pay under this extension in any one Policy Period is \$5,000.

14 – Maintenance Fees

We will pay Outstanding Maintenance Fees required to be paid to You by a Unit Owner whose Unit has become uninhabitable as a result of Damage occurring during the Policy Period and covered under Section 1, provided that You have taken all practicable measures to collect those outstanding Maintenance Fees.

The maximum We will pay in any one Policy Period under this extension is \$2,000 per Unit.

We reserve Our right of subrogation to recover the outstanding Maintenance Fees from the relevant Unit Owner or Owners.

15 - Storage of Unit Owners Contents

We will pay the costs of removing, storing and returning undamaged Unit Owners Contents, and costs of insuring the same during such removal, storage and return, necessarily and reasonably incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders a Unit uninhabitable.

We will pay this extension while the Unit is incapable of housing the undamaged Unit Owners Contents provided that the maximum amount We will pay under this extension is \$10,000 for any one loss or series of losses arising out of one Event during the Policy Period.

This extension does not apply to Unit Owners' Livestock, Vehicles, caravans, trailers, Watercraft, Aircraft or accessories in or on any of them.

16 - Storage of Common Area Contents

We will pay costs of removing, storing and returning undamaged Common Area Contents necessarily and reasonably incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the subject Common Area incapable of housing the undamaged Common Area Contents.

We will pay these costs while the subject Common Area is incapable of housing the undamaged Common Area Contents, provided that the maximum amount We will pay under this extension is \$10,000 for any one loss or series of losses arising out of one Event during the Policy Period.

17 – Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Policy Period We will pay up to \$250,000 for Damage to such alterations, additions or renovations by an Event not excluded under Section 1 provided:

1. the value of such work does not exceed that amount; or
2. You notify Us and We otherwise agree in writing before the commencement of such work;

3. if requested, You 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.

18 – Mortgage Discharge Fees

We will pay legal fees necessarily and reasonably incurred by You to discharge any registered mortgage over the Insured Property in the event that the Building is totally destroyed, or in such a condition to make it uneconomic to repair, replace or rebuild and We have paid the amount due under Section 1.

The maximum that We will pay in respect of this extension during any one Policy period is \$10,000.

19 – Arson Reward

We will pay a reward for information that leads to a conviction for arson in connection with Damage covered under Section 1.

The maximum that We will pay under this extension is \$10,000 per Policy Period (irrespective of the number of people supplying information).

20 – Damage to Domestic Electric Motors

We will pay costs necessarily and reasonably incurred by You in repairing or replacing an electric motor within an electrical machine used for domestic purposes comprising part of Insured Property Damaged by Fusion during the Policy Period.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in replacing with an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for

1. motors covered by any form of warranty;
2. motors with an output greater than five (5) kilowatts;
3. motors more than twenty (20) years old;
4. other parts of any electrical machine nor for software;
5. non-electrical components such as bearings, seals and solenoids;
6. lighting filaments or heating elements;
7. fuses or protective devices;
8. electrical contacts or switches at which sparking, or arcing occurs by ordinary working;
9. costs of flushing or recharging with refrigerant; or
10. any additional costs arising from loss of use of the machine.

The maximum We will pay in any one Policy Period under this extension is \$5,000.

21 – Electricity, gas, water and similar charges – excess costs

If there is Damage insured under Section 1, then We will pay for the cost of:

1. increased usage of metered electricity, gas, sewerage, oil and water;
3. accidental discharge of metered electricity, gas, sewerage, oil and water;
4. additional management charges;

that You are required to pay as a result of Damage to Your Insured Property The maximum that We will pay in respect of this extension is \$2,000 per Event.

22 – Electricity, gas, water and similar charges – unauthorised use

We will pay for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay as a result of 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. The maximum that we will pay in respect of this extension is \$2,000 any one Policy Period.

23 – Environmental improvements

If Your Insured Property is:

1. Damaged by an Event claimable under Section 1; and
2. the cost to rebuild, replace or repair the Damaged portion is more than twenty five percent (25%) of the Building Sum Insured;

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.

24 – Landscaping

We will pay costs necessarily and reasonably incurred by You in replacing Damaged Landscaping occurring during the Policy Period caused by an Event not excluded under Section 1.

The maximum We will pay in any one Policy Period under this extension is \$25,000.

25 – Removal of Fallen Trees

We will pay costs necessarily and reasonably incurred by You in removing and disposing of fallen trees and branches (excluding stumps and roots) that have caused Damage to Insured Property during the Policy Period.

The maximum amount that We will pay under this extension is \$5,000 for any one loss or series of losses arising out of one Event during the Policy Period.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

26 – Detecting Leaks

We will pay costs necessarily and reasonably incurred by You in:

1. Locating the source of leaking, bursting, discharging, or overflowing of tanks, apparatus or pipes used to carry

liquid of any kind (including Damage to other property necessary to effect the repair or replacement); and

2. Repairing or replacing the defective part or parts of such tanks, apparatus or pipes up to a limit of \$1,000 per Event for such defective part or parts,
3. Rectifying contamination damage or pollution damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

provided that the leaking, bursting, discharging or overflow occurs during the Policy Period and is caused by an Event not excluded under Section 1.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, wear and tear, gradual corrosion, gradual deterioration, earth movement or by trees, plants or their roots.

27 – Money

We will pay for theft of or Damage to Your Money while in the custody, care or control of an Officer, committee member of Yours or duly appointed Body Corporate Manager/ Agent acting on Your behalf.

The maximum that We will pay for this extension during any one Policy Period is \$25,000.

We will not pay for any theft of or Damage to Your Money arising from any dishonest, fraudulent, criminal or malicious act or omission by:

1. any person employed by You;
2. any Unit Owner or any family member normally residing with that Unit Owner; or
3. any person acting as a proxy of an Unit Owner.

28 – Personal Property Under Control of Body Corporate

We will pay for the personal property, that is Damaged by an Event not excluded under Section 1 while in Your care, custody or control if owned by third parties not insured under this Policy, including third parties employed by You.

The maximum that We will pay under this extension is \$10,000 for any one loss or series of losses arising out of one Event during the Policy Period.

29 – Replacement of Keys and Locks

Where a key to an external door or window of a Building (excluding any individual Unit) is stolen or where You have reasonable grounds to believe keys have been duplicated as a consequence of forcible entry into that Building during the Policy Period, We will pay, at our own option, the reasonable costs of either:

1. Re-keying or re-coding those locks together with replacement keys; or
2. Replacing those locks with locks of a similar type or quality.

We will not make any payment under this extension where keys or codes have been retained, stolen or duplicated by any occupant or previous occupant of the Insured Property, or by their family or friends. The maximum amount that We will pay under this extension is \$5,000 for any one loss or series of losses arising out of one Event during the Policy Period.

30 – Rewriting of Records

We will pay costs necessarily and reasonably incurred by You in preparing and/or rewriting the records of the Body Corporate which have been Damaged during the Policy Period from an Event not excluded under Section 1:

1. at the Situation;
2. while in the safe keeping of a duly appointed Body Corporate Manager; or
3. at a bank for safekeeping.

The maximum that We will pay under this extension is \$50,000 in any one Policy Period.

31 – Removal of squatters

We will pay for legal fees You necessarily incur to repossess Your Insured Property or a Unit if squatters are living in it

We will not pay unless You first obtain Our consent to incur such legal fees which We will not unreasonably withhold.

The maximum that We will pay under this extension is \$1,000 in any one Policy Period.

32 – Water removal from basements

We will pay for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of your Insured Property if such inundation is directly caused by Storm or Rainwater. We will not pay if the inundation is caused by an Event excluded under Section 1.

The maximum that We will pay under this extension is \$2,000 in any one Policy Period.

33 – Emergency Accommodation Costs

We will pay emergency accommodation costs reasonably incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the Unit unfit for habitation or inaccessible

We will only pay costs incurred under this extension during the period that the Unit is either uninhabitable or inaccessible and up to a maximum amount of \$2,500 per unit.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 1

The meaning of some of the important words and terms used in Section 1 only are shown below.

You, Your and Yours means

the Body Corporate.

BASIS OF SETTLEMENT

Claims for Damage to a Building

1. In respect of a claim for Damage to a Building, We will after consultation with You, either:
 - a. repair, replace or rebuild the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
 - b. Pay the reasonable cost of repairing, replacing or rebuilding the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or

- c. Pay up to the Sum Insured applicable to Section 1.
2. Where a Building is destroyed, or in such a condition to make it uneconomical to repair, replace or rebuild the Building, We may allow You to purchase an alternative existing building to replace that destroyed Building. In such an event, We shall not be liable to make payment to You for an amount more than:
 - a. The reasonable cost of repairing, replacing or rebuilding the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
 - b. The Sum Insured applicable to Section 1.

Extra Cost of Reinstatement of Buildings

Where a Building is destroyed or Damaged, Section 1 extends to cover the additional costs necessarily and reasonably incurred by You in complying with the requirements of any lawful authority that are imposed after the Damage (including demolition or dismantling) subject to the terms, conditions and Sum Insured applicable to Section 1 and provided that:

1. the work of reinstatement, including a rebuild or repair must be commenced and completed within a reasonable period, and without unreasonable delays caused by You, failing which We will not be liable to make any payment in respect of the extra cost of reinstatement as a consequence of having to comply with new building rules or regulations;
2. the work of reinstatement may be carried out wholly or partially at another site, if the requirements of any lawful authority makes that necessary, subject to Our liability not being increased;
3. we will not pay for any extra costs of reinstatement that would have been incurred when complying with any Act, Regulation, By-Law or Statutory Requirement that applied to the Building prior to the Damage;
4. where the Building is not destroyed, We will only pay for the extra costs incurred in reinstating the Damaged portion of the Building;
5. we will not pay for the cost of reinstating illegal installations in any part of the Building.

Floor Space Ratio

Where a Building is destroyed or Damaged and the relevant statutory authority permits reinstatement only to a reduced floor space ratio index, We will pay You the difference between:

1. the actual cost of reinstatement to comply with the reduced floor space ratio index; and
2. the approximate cost of reinstatement at the time of destruction or the Damage had the reduced floor space ratio index not applied.

We will only pay for the floor space ratio benefit described above when the Sum Insured applicable to Section 1 is not otherwise exhausted.

Loss of Land Value

Subject to the Sum Insured applicable to Section 1 not being otherwise exhausted, We will pay You for the costs associated with loss of Land Value that are caused by a statutory authority:

1. refusing permission to reinstate the Building at the Situation. In this instance, We will pay the difference between the Land Value before and after the Damage; or
2. allowing only a partial reinstatement of the Building at the Situation. In this instance, We will pay the difference between the Land Value before the Damage and the Land Value after such reinstatement, provided that Our payment for loss of Land Value:
 - a. will be reduced by any amount already paid to You as compensation by such statutory authority; and
 - b. will be made to You after the ruling of the statutory authority, which results in the loss of Land Value. If the statutory authority changes its ruling or if such ruling is overturned by a court or tribunal resulting in a material and unforeseeable change in Land Value after We have made payment to You, We may request that you refund a reasonable and proportion amount from that amount paid to You which exceeds the revised loss of Land Value.

All differences relating to Land Value arising out of Section 1 may, by agreement, be referred to the National President of the Australian Property Institute who will appoint a registered and qualified valuer whose decision will, if all parties so agree, be final and binding and who will at the same time decide as to payment of any costs of such referral.

Undamaged Foundations

Subject to the Sum Insured applicable to Section 1 not being otherwise exhausted, if a Building is destroyed and reinstatement of the Building must be carried out at another site as a requirement by any lawful authority, then any undamaged foundations will be deemed destroyed and We will pay for the value of any undamaged foundation.

If the presence of the abandoned foundations at the Situation increases the Land Value of that site, then We may deduct from the settlement of a destroyed Building claim a reasonable and proportionate amount equal to the difference between:

1. the unimproved value of the land at the Situation; and
2. the value of that land with the foundations.

All differences relating to the value of that amount may, by agreement, be referred to the National President of the Australian Property Institute who will appoint a registered and qualified valuer whose decision will, if all parties so agree, be final and binding and who will at the same time decide as to payment of any costs of such referral.

Claims For Damaged Common Area Contents

1. In respect of a claim for Damaged Common Area Contents, We will at Our option:
 - a. repair or replace the item of Common Area Contents to a condition which is substantially the same as when new, but not better or more extensive than when new; or
 - b. pay the reasonable cost of repairing or replacing the item of Common Area Contents to a condition, which is substantially the same as when new, but not better or more extensive than when new.

2. The maximum amount that We will pay to You in respect of any one loss or series of losses arising out of one Event relating to:
 - a. Common Area Contents that are not in open air is 1% of the Sum Insured applicable to Section 1, unless otherwise specified in the Schedule; and
 - b. Common Area Contents that are in open air or are In Transit is \$5,000 for any one loss or series of losses arising out of one Event during the Policy Period.
3. When Damage occurs to an item of Common Area Contents which:
 - a. is part of a set, We will only pay for the reasonable cost of:
 - i. repairing or replacing the item itself as a proportion of the reasonable cost of repairing; or
 - ii. replacing the whole set, notwithstanding that the set is less valuable by reason of it being incomplete;
 - b. is a wall, floor or ceiling covering (including carpets, blinds and curtains), We will only pay for the cost of repairing or replacing such item in the room, hall or passage in which the Damage occurred.

Excess

The amount that We pay in relation to Your claim will be reduced by the amount of any applicable Excess.

Otherwise, You must pay the amount shown in the Schedule as the Excess payable in respect of Buildings & Common Area Contents Cover for each loss or series of losses arising from one Event when a claim is accepted by Us under Section 1.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

In addition to the general exclusions applying to all Sections, under Section 1 We will not pay for:

1. Damage arising directly or indirectly out of or in any way connected with:
 - a. Flood, unless Optional Cover 1 is shown in the Schedule as selected.
 - b. change in colour, texture or finish;
 - c. creeping, heaving or vibration;
 - d. demolition ordered by any lawful authority due to You or Your agents' failure to obtain necessary building, construction or development consents or permits;
 - e. Subsidence or collapse unless the Damage arises out of an earthquake or seismological disturbance, explosion or physical impact by Aircraft;
 - f. hydrostatic pressure or changes in the water table;; however we will pay if the damage is caused by bursting, leaking or overflowing of water tanks, drains or pipes.
 - g. accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles and pavers;
 - h. incorrect siting of any Building;

- i. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat;
 - j. lack of maintenance or any other failure to keep any Insured Property in good repair;
 - k. overwinding, mechanical, hydraulic, electrical or electronic breakdown except to the extent covered by extension 20 (Damage to Domestic Electric Motors);
 - l. mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature;
 - m. normal settling seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements;
 - n. removal or weakening of supports or foundations;
 - o. invasion of tree or plant roots nor for the cost of clearing drains or pipes blocked by any such invasion. However we will pay for water or liquid Damage resulting from blocked pipes or drains;
 - p. spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other Damaged Insured Property as a result of such combustion, fermentation or heating process;
 - q. actions of the sea, tidal wave, storm surge, high-water, or high tide, unless caused by a tsunami.
 - r. smoke or smut from industrial operations.
2. the actions of birds, vermin, moths, termites or other pests; however if such actions directly cause an Event otherwise covered in this Section 1 (for instance fire or broken glass), we will pay for the Damage resulting from that Event;
 - s. Wear and tear, corrosion, rust or oxidation, fading, chipping, scratching or marring, gradual corrosion or gradual deterioration or developing flaws, concrete or brick 'cancer', normal upkeep or making good. This includes when damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
 2. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification
 3. consequential loss of any kind other than as specifically covered in Section 1;
 4. any legal liability of any kind, except Your legal liability described in additional extensions 2 (Removal of Debris) and 28 (Personal Property Under Control of Body Corporate);
 5. Damage to any:
 - a. animals;
 - b. awnings made of textile or fabric more than ten (10) years old where that Damage is caused by wind, rainwater or hail
- c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
 - d. Building(s) or other Insured Property which are vacated and undergoing demolition;
 - e. Building or other Insured Property which is in the course of construction, erection, alteration or addition where the total contract value of such work exceeds \$250,000;
 - f. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event not excluded under Section 1;
 - g. docks, wharves and piers not forming part of any Building;
 - h. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
 - i. pathways, driveways and tennis court surfaces where that Damage is caused by wind, rainwater or hail;
 - j. personal property in open air unless it is part of the Common Area Contents designed to function without the protection of walls or a roof;
 - k. pool and spa covers where that Damage is caused by wind, rainwater or hail;
 - l. water in swimming pools, spas or water tanks;
 - m. Pressure Equipment arising out of a failure to comply with any Australian Standard relating to such equipment;
 - n. retaining walls where that Damage is caused by wind, rainwater or hail;
 - o. swimming pools, spas or surrounds where that Damage is caused by movement of their foundations or structure unless the Damage arises out of an earthquake or seismological disturbance;

SECTION 2: PROPERTY OWNER'S LEGAL LIABILITY

COVER

We will cover You up to the Limit of Liability shown in the Schedule for Section 2 for Compensation resulting from an Occurrence in connection with Your legal ownership of Insured Property that happens during the Policy Period.

DEFENCE COSTS IN ADDITION

In addition to the Limit of Liability for Section 2, we will pay:

1. Defence Costs
2. Your legal representation costs reasonably and necessarily incurred with Our prior written consent which will 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
3. Your other reasonable expenses necessarily incurred in connection with an Occurrence, with Our prior written consent which will not be unreasonably withheld
4. interest accruing on amounts payable after judgement has been entered against You until We have paid, tendered or deposited in the court the amount that We are liable to pay as a result of that judgement
5. a daily stipend of \$250 if We require You to attend Court as a witness.

SECTION 2 EXTENSIONS

Except where specified otherwise, We will pay up to the Limit of Liability for Section 2 for:

1 – 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 Personal Injury or 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.

2 – 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 Unit Owners and occupiers of Units.

3 – 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 Unit Owners and occupiers of Units at Your Situation.

4 – Injury to or death of domestic pets

Compensation You become legally responsible to pay for accidental injury to, or death of a domestic pet ordinarily resident with a Unit Owner (or occupier of a Unit) arising out of the negligent use of any poisons, pesticides, traps or baits by You or on Your behalf at the Common Area.

Our maximum liability under this Extension is \$1,000 any one Policy Period.

No Excess will apply to claims under this Extension.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 2

The meaning of some of the important words and terms used in Section 2 only are shown below.

Compensation means

any amount paid or payable by You for Personal Injury or Property Damage pursuant to any:

1. Court judgment; or
2. Settlement with Our consent

Compensation does not include:

1. Aggravated, punitive or exemplary damages;
2. Fines or penalties imposed by law (including civil penalties); or
3. Any matters which are deemed uninsurable under the law.

Defence Costs means

legal costs and disbursements and related expenses connected to the defence of a claim covered under this Section and incurred by:

1. You with Our prior written consent which will not be unreasonably withheld; or
2. Us after We have assumed conduct of any proceedings in:
 - a. Defending any proceedings;
 - a. Conducting any claim for contribution or recovery; or
 - b. Investigating, avoiding or reducing or settling any claim for Compensation.

Defence Costs does not include any of Your internal or overhead expenses or the cost of Your time.

Employment Practices means

any claim of wrongful or unfair dismissal, termination, suspension, denial of natural justice, defamation, misleading representation or false advertising, defamation, libel, slander, harassment, bullying or discrimination.

Occurrence means

an event or series of continuous events which result in Personal Injury or Property Damage that is neither anticipated nor intended by You. All events of a series consequent on or attributable to one source or original cause are deemed to be a single Occurrence.

Personal Injury means

1. bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury
2. false arrest, wrongful detention, false imprisonment or malicious prosecution
3. wrongful entry or eviction or other invasion of the right of privacy
4. a publication or utterance of defamatory or disparaging material
5. assault and battery not committed by You or any Unit Owner at Your or their direction unless committed for

the purpose of preventing or eliminating danger to person or property.

occurring within during the Policy Period within the Policy Territory

Property Damage means

1. Damage to or destruction of physical property, or
2. loss of use of physical property, resulting from an Occurrence

occurring during the Policy Period within the Policy Territory.

You, Your and Yours means

the Body Corporate;

or similar legislation applying where Your Insured Property is situated;

14. injury to or death of animals on Your Common Area, except where cover is provided under Extension 4 – Injury to or death of domestic pets.
15. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.
16. ownership, use or possession by You of any Vehicle, watercraft, hovercraft, Aircraft, or Aircraft landing areas.
17. 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.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2

In addition to the general exclusions applying to all Sections, under Section 2 We will not pay for any claim or claims for or arising out of:

1. damage to Your property or property under your physical or legal control
2. liability for Personal Injury to Your current or former employees and/or Officers, whilst engaged solely in work or duties on Your behalf.
3. Employment Practices
4. liability imposed by any workers' compensation, accident compensation or similar legislation;
5. rendering of or failure to render professional advice or services by You or by anyone on Your behalf.
6. the publication or utterance of a defamation, libel or slander;
 - a. made prior to the commencement of this Policy
 - b. made by You or at Your direction when You knew it to be false
7. construction, erection, alteration, addition, renovation or demolition of any Building or Common Area by You or on Your Behalf where the contract value of the work exceeds \$250,000.
8. vibration, removal or the weakening or interference with support to land, Buildings, Common Area or other property.
9. liability assumed under a contract except where that liability would otherwise exist at law in the absence of the contract.
10. actions brought outside of Australia or governed by the laws of a foreign country
11. fines, penalties, punitive, exemplary, liquidated, aggravated, or additional damages (including interests and costs) imposed against You.
12. damage to property owned, leased, hired by, under hire purchase, on loan or rented to You or otherwise in Your care, custody or control other than visitors' clothing and personal effects.
13. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation

SECTION 3: VOLUNTARY WORKERS PERSONAL ACCIDENT

COVER

If selected and shown in the Schedule We will pay to a Voluntary Worker or their estate the corresponding benefit detailed in the following table for an Event first occurring during the Policy Period.

	Event	Benefit
1	Death	100% of the Compensation described in the Schedule
2	Loss of both Hands, or both Feet, or one Hand and one Foot	100% of the benefit Compensation in the Schedule
3	Total Loss of sight in both eyes	100% of the Compensation described in the Schedule
4	Loss of one Hand or one Foot or sight in one eye	50% of the Compensation described in the Schedule
5	Total Disablement	100% of the weekly Compensation described in the Schedule
6	Partial Disablement	50% of the weekly Compensation described in the Schedule

SECTION 3 EXTENSIONS

If We accept a claim under Section 3, We will also pay the Voluntary Worker the following expenses:

1 – Travel expenses

Travel expenses necessarily and reasonably incurred in obtaining medical treatment at the time of, or subsequent to, the sustaining of Bodily Injury up to a maximum of \$1,000 for any one person per Event per Policy Period.

2 – Domestic Assistance

Domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities.

In respect of each week of disablement We will pay a weekly benefit not exceeding \$500 up to a maximum of \$5,000, provided that this Extension (2) Domestic Assistance will be reduced by any amounts payable under Events 5 and 6 for domestic assistance per Event per Policy Period.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 3

The meaning of some of the important words and terms used in Section 3 only are shown below.

Bodily Injury means

the injuries described in items 2-6 of the Section 3 table of Events and benefits

Doctor means

a legally registered medical practitioner who is not an insured person under this Policy or their relative.

Event means

death of, or Bodily Injury sustained by, a Voluntary Worker:

1. occurring in the course of the voluntary work for You at the Situation; and
2. resulting solely and directly from accidental, external and visible means; and
3. independent of any other cause or causes, including pre-existing physical or congenital conditions

Foot means

the entire foot below the ankle.

Hand means

the entire hand above the wrist.

Loss means in connection with:

1. a Hand – total and Permanent physical severance or Permanent total loss of use of the Hand;
2. a Foot – total and Permanent physical severance or Permanent total loss of use of the foot;
3. an eye, total and Permanent loss of all sight in an eye;

Which in each case is caused by Bodily Injury.

Permanent means

having lasted twelve (12) consecutive months and at the expiry of that period, beyond hope of improvement.

Partial Disablement means

the complete inability of a Voluntary Worker to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a doctor.

Total Disablement means

the complete inability of a Voluntary Worker to engage in all of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a doctor.

You, Your and Yours means

any Voluntary Worker but only whilst engaged solely in work or duties on behalf of the Body Corporate.

BASIS OF SETTLEMENT APPLICABLE TO SECTION 3

We will pay the corresponding benefit to a Voluntary Worker for an Event subject to the following:

1. We will only pay the Voluntary Worker such benefit if that Voluntary Worker is not entitled to compensation under any workers' compensation insurance, motor

accident legislation, any common law entitlement, any other statutory scheme, plan, or fund, or any other policy required to be effected by or under law;

2. If the Voluntary Worker dies as a result of a Bodily Injury, then We will reduce the amount We pay for Event 1 (Death) by any benefit We have paid for the Bodily Injury;
3. If a Voluntary Worker becomes entitled to payments under more than one of the Events in Table A, then the benefit paid will be cumulative up to 100% of the benefit payable for Event 1 (Death);
4. For Events 5 and 6, We will pay for the period of disability:
 - a. Commencing one week after the Voluntary Worker becomes disabled; and
 - b. Ending when the disablement ceases or 104 weeks from the commencement of the disablement, whichever is earlier;

provided that We will not pay for more than one of these Events at the same time.

We will pay up to the maximum limit shown or 100% of salary, whichever is the lesser, but only where the Voluntary Worker is in paid employment at the time of the injury.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 3

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 3:

1. The Voluntary Worker must obtain appropriate medical advice as soon as practicable after sustaining the Injury. Failure to follow proper medical treatment or advice in accordance with the above may result in Us reducing Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
2. You must advise Us in writing as soon as reasonably practicable after the occurrence of an Event covered by this Section 3.
3. You must pay the cost, if any, of any medical certificates, reports or other evidence that We may require to assess Your claim under this Section 3.
4. We may request You to have a medical examination by a Doctor nominated by Us for the purposes of assessing a claim made by You under this Section 3 and We will be responsible for the payment of such examination.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3

In addition to the general exclusions applying to all Sections, under Section 3 We shall not be liable for any claim arising directly or indirectly from or having any connection with:

1. the Voluntary Worker's intentional self-injury, or suicide, including injuries suffered as a result of attempted suicide;
2. the Voluntary Worker being rendered less capable of taking care of himself or herself as a consequence of mental illness diagnosed by a Doctor, including any psychological, psychiatric or stress disorder;
3. the Voluntary Worker being rendered less capable of taking care of himself or herself as a consequence of

being under the influence of alcohol or any drug, other than a drug prescribed by a Doctor;

4. the Voluntary Worker's childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
5. any pre-existing medical condition known to the Voluntary Worker;
6. any Bodily Injury that does not manifest itself within 12 months of sustaining such Bodily Injury;
7. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
8. which results from the Voluntary Worker recklessly disregarding his or her own safety;
9. for Injury suffered which occurred before this cover commenced.
10. any Event suffered by a Voluntary Worker that results from the use of power tools, garden maintenance tools and the like where appropriate safety equipment was not worn, carried or adopted by the Voluntary Worker.

SECTION 4: FIDELITY GUARANTEE

COVER

We will cover You, up to the Limit of Liability shown in the Schedule for Section 4 against loss of Funds as a result of a Fraud occurring during the Policy Period which is discovered within twelve (12) months of the expiry of the Policy Period.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 4

The meaning of some of the important words and terms used in Section 4 only are shown below.

Fraud means

fraudulent misappropriation of Funds.

Funds means

Money, securities, negotiable instruments or other tangible property received by You to be allocated to or set aside for the management of Insured Property.

Funds do not include personal Money, securities, negotiable instruments or other tangible property of Unit Owners.

You, Your and Yours means

the Body Corporate.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 4

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 4:

1. On discovering a loss or circumstances likely to give rise to a loss covered by Section 4 (including, but not limited to any actual or alleged fraudulent or dishonest conduct by any person), You must, at Your own expense:
 - a. As soon as reasonably practicable give written notice to Us;
 - b. As soon as reasonably practicable give written notice to the police and obtain an event or reference number;
 - c. Within 28 days of discovering a loss or circumstances likely to give rise to a loss covered by Section 4, provide to Us a written statement containing details of the cause, description and amount of the loss and any other information that We may reasonably require;
 - d. Complete any claim form or sworn proof of loss that We may require;
 - e. Provide assistance and cooperation to Us in investigating the loss; and
 - f. Take all reasonable steps to obtain recovery of the loss and prevent any further loss.
2. If We have agreed to pay a claim (other than a claim where We pay the full Sum Insured) under this Section 4, We will reinstate the Sum Insured to the amount shown in Your Policy Schedule at the time of the loss. We will automatically reinstate the Sum Insured once only during each Policy Period for no additional premium. For any other reinstatement, You must apply for a reinstatement and if We agree to it, pay or agree to pay Us any additional premium that applies.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 4

In addition to the general exclusions applying to all Sections, under Section 4 We will not be liable for any loss:

1. unless You have previously exhausted Your rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;
2. connected with any further Fraud committed after the initial discovery of loss;
3. arising out of a Fraud committed prior to the Policy Period;
4. of a consequential kind or nature;
5. arising out of the conduct of any person if You have any prior knowledge of any prior conduct that is fraudulent or dishonest by that person;
6. where proof of its existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that You are able to prove the amount of the loss through other evidence unrelated to comparison or computation;
7. arising out of a failure to make payment or of default under a loan or other credit transaction;
8. arising out of, resulting from or in any way connected with any Cyber Crime (as defined in 'Section 8: Cyber' of this Policy).

SECTION 5: OFFICE BEARERS LIABILITY

COVER

We will cover:

1. You against all Loss for which You are not indemnified by the Body Corporate; or
2. the Body Corporate against all Loss for which it grants indemnification to You, as permitted or required by law,

arising from any Claim, up to the Limit of Liability applicable to Section 5, provided that:

1. the Claim is made against You during the Policy Period and reported to Us during the Policy Period; and
2. the Claim arises out of a Wrongful Act, which wholly occurred after the Retroactive Date.

SECTION 5 EXTENSIONS

Continuity of Cover Extension

Notwithstanding anything to the contrary in this Policy, if You failed to correctly notify Us of a Claim or Circumstance arising in a previous policy period, We will extend cover to such a Claim or Circumstance subject to the terms and conditions of this Policy, provided that:

1. the Claim or Circumstance occurred after the Continuity Date; and
2. Your failure to correctly notify such Claim or Circumstance during a previous policy period is in no way connected with any fraudulent or deliberate non-disclosure or misrepresentation by You.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 5

The meaning of some of the important words and terms used in Section 5 only are shown below.

Claim means any:

written or verbal allegation of a Wrongful Act, including a civil or criminal proceeding commenced by the service of a complaint, summons, charge or similar pleading alleging a Wrongful Act.

Circumstances means

any facts, matters or circumstances which give rise to a Claim or has the potential to give rise to a Claim.

Continuity Date means

the date that this Policy was first incepted with Us and has subsequently been continuously renewed with Us with no break in cover with Us for the Policy or this Section; or as otherwise specified in the Schedule.

Defence Costs means

legal costs and disbursements and related expenses incurred by You or the Body Corporate with Our prior written consent (which will not be unreasonably withheld) in the investigation, defence, monitoring, or settlement of any claim.

However Defence Costs does not include:

1. Any internal or overhead expenses incurred by You or the Body Corporate;

2. Any cost of Your time or that of any Officer in investigating, defending or settling any Claim; or
3. Any salaries or remuneration of any Officer (including Yourself) or of any employee or agent of the Body Corporate.

Loss means

the amount payable in respect of a Claim made against You for a Wrongful Act and will include:

1. Amounts payable under a judgment; or
2. A settlement with Our prior written consent; and
3. Legal costs awarded against You; and
4. Defence Costs.

Loss does not include

Fines, penalties, punitive, special, exemplary, liquidated or aggravated damages.

Senior Counsel means

a practising barrister who is entitled to practice as a Queen's/ King's Counsel or Senior Counsel in any State or Territory of Australia.

Retroactive Date means

the date specified in the Schedule, or if not specified, the date the Body Corporate was first formed.

Wrongful Act means

any actual or alleged act, error or omission, negligence, breach of duty, misrepresentation or misconduct on your part in your capacity as an Officer.

You, Your and Yours means

any past, present or future Officer of the Body Corporate.

LIMIT OF LIABILITY AND EXCESS

Limit of Liability

Our total liability to cover You under Section 5 in respect of all Loss including costs, expenses and Defence Costs arising from all Claims during the Policy Period is the Limit of Liability applicable to Section 5.

Excess

You must pay the amount shown in the Schedule as the Excess payable in respect of Office Bearers Liability Cover.

The Excess applies to each and every Loss including Defence Costs arising from any one Claim and Our liability to cover You under Section 5 is over and above the Excess.

For the purposes of determining the Excess applying to Section 5, all Claims arising from one act, error or omission or from a series of related acts, errors or omissions, will be regarded as one Claim.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 5

In addition to the general conditions applying to all Sections, the following conditions apply to Section 5:

1. You must give written notice to Us of any Claim made against You within 21 days of receipt of the Claim.
2. You and the Body Corporate must give all reasonable assistance to and cooperate with Us in the defence of any Claim at Your and the Body Corporate's cost.

3. Neither You nor the Body Corporate should admit liability, settle any Claim nor incur any Defence Costs without Our prior written consent which will not be unreasonably withheld.
 4. In accordance with the Subrogation general condition, We have the right to negotiate, defend or settle any Claim against You in Your name and will have full discretion in the conduct of any proceedings or in the settlement of any Claim.
 5. If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.
 6. The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:
 - a. the amount for which the claimants offer to settle the Claim; or
 - b. the amount assessed by a Senior Counsel, taking into account:
 - i. the economics of the matter;
 - ii. the damages and costs which are likely to be recovered from the claimants;
 - iii. the likely defence costs; and
 - iv. Your prospects of successfully defending the claim.
 7. Where You and Us are unable to agree upon a fair allocation of Loss within 30 days of identifying that We are liable under Section 5 to identifying You for only part of a Loss, We will be entitled to brief Senior Counsel (to be mutually agreed within 10 days or, in default of agreement, to be selected by the then President of the local Bar Association or Council, or equivalent organisation in the relevant State or Territory) to provide an opinion that is binding on You and Us as to the fair allocation of Loss. The costs of obtaining this opinion will be paid by Us as part of the Defence Costs subject to any Limit of Liability under this Section 5.
- accountable to the Body Corporate, Unit Owner or any other person or entity.
4. Money or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the rules, by-laws or articles of the Body Corporate or as required by law.
 5. warranty or guarantee.
 6. trading or personal debt of Yours or the Body Corporate.
 7. death, bodily injury, sickness or disease of any person (including Communicable Disease), or damage to, or loss of use of, any tangible property.
 8. breach of any obligation owed to any employee of Yours or the Body Corporate.
 9. defamation, including but not limited to, the publication or utterance of a libel or slander or other defamatory or disparaging material.
 10. fines, penalties, punitive, special, exemplary, liquidated or aggravated damages.
 11. duty, tax, levy or other impost.
 12. conflict of duty or interest.
 13. liability assumed in contract except where that liability would otherwise exist at law in the absence of the contract.
 14. The effecting or maintenance of insurance, or any failure to effect or maintain insurance.
 15. intentional exercise of a power where the exercise of the power is for a purpose other than the purpose for which the power was conferred.
 16. alleged or actual dishonest, fraudulent, malicious or criminal act or omission but this exclusion will not apply to Defence Costs incurred in successfully defending such a Claim.
 17. Wrongful Act which occurred or was committed prior to the Retroactive Date.
 18. Claim brought or maintained by any person who is:
 - a. An insured under this Policy; or
 - b. An entity operated or controlled by any insured under this Policy.
 19. Claim brought in a court of law or tribunal outside Australia or in respect of any action or conduct located outside of Australia.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 5

In addition to the General Exclusions applying to all Sections, under Section 5 We shall not be liable for any Claim arising directly or indirectly from or having any connection with any:

1. Claim made prior to the Policy Period, including:
 - a. a Claim or Circumstances notified, in whole or part, to Us or any other insurer prior to the Policy Period; or
 - b. a Claim or Circumstances of which the Body Corporate or You were aware or ought reasonably to have been aware, prior to the Policy Period.
2. Claim brought against a third party professional body corporate manager acting on Your behalf under contract.
3. profit or advantage gained by You where You were not legally entitled or for which You may be held

SECTION 6: MACHINERY BREAKDOWN

COVER

We will cover You up to the Sum Insured shown in the Schedule for Section 6 for:

1. Breakdown of a Machine; or
2. Explosion or Collapse of a Boiler or Pressure Vessel, occurring at the Building(s) during the Policy Period, during the ordinary course of working, and on the basis set out in this Section 6.

SECTION 6 EXTENSIONS

The following Extensions are included only when the Sum Insured under Section 6 is not otherwise exhausted:

1 - OVERTIME, FREIGHT, HIRE AND TEMPORARY REPAIR EXTENSION

We will pay up to 20% of the Sum Insured or \$25,000 in the aggregate per Policy Period for:

1. extra charges for overtime, night work or work on public holidays for repair and replacement of the insured Machine;
2. express freight within Australia other than specifically chartered air freight for replacements and parts for the insured Machine;
3. the cost of hiring of temporary machines provided this cost is necessary to maintain a vital service provided by You; and
4. the cost of effecting temporary repair to the insured Machine.

as the result of loss insured under this Section.

2 – ADDITIONAL EQUIPMENT

Cover is extended to include additional Equipment installed during the Policy Period not previously disclosed to Us provided always that:

1. You must notify Us as soon as reasonably possible, in writing, of the installation of such additional Equipment and pay any additional premium We may require;
2. cover will not commence until after the Equipment has been installed, tested and successfully commissioned, and has been operating normally for no less than eight (8) hours in total;
3. the Sum Insured, limits and excesses of this section shall remain unchanged.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 6

The meaning of some of the important words and terms used in Section 6 only are shown below.

Boiler Explosion means

the sudden and violent tearing, shredding, or shattering of the Boiler or Pressure Vessel by force of internal steam, gas or fluid pressure (including the pressure of ignited flue gases) causing physical displacement of its structure together with forcible escape of its contents.

Boiler or Pressure Vessel means

those parts of the permanent structure of a boiler, pressure vessel, economiser or superheater and attaching pipe systems which are subject to internal steam, gas or fluid pressure and declared to Us.

Breakdown means

sudden and unforeseen physical damage to the Machine which requires the repair or replacement of any part to restore normal operation.

Collapse means

the sudden and dangerous distortion of a boiler or pressure vessel caused by bending or crushing of the permanent structure by force of steam, gas or fluid pressure (other than the pressure of ignited flue gases) including damage caused by overheating resulting from deficiency of water.

Equipment means

Machines, Boilers or Pressure Vessels.

Machine or Machinery means

electrical or mechanical machinery and its components owned by You, located at the Situation and disclosed to us in the Proposal, but does not include:

1. computers, telephone and closed-circuit television installations, audio visual and amplification equipment and other office electronic equipment;
2. gambling, amusement, vending machinery, audio or visual entertaining equipment;
3. any Vehicle, caravan, trailer, motorcycle, watercraft or Aircraft.
4. reticulating electrical wiring or lighting equipment;
5. water or gas piping, storage tanks and vats;

Salvage means

The damaged Equipment which is salvaged or left over following a claim under this Section.

You, Your and Yours means

the Body Corporate.

BASIS OF SETTLEMENT

If You have a valid claim under Section 6, We will pay for or reinstate the Equipment on the basis set out below.

1. Where the Equipment is:
 - a. lost or destroyed – We will pay for its replacement by similar property, to a condition equal to but not better or more extensive than its condition when new; or
 - b. damaged – We will pay for its repair or restoration to a condition substantially the same as but not better or more extensive than its condition when new.

We are not bound to replace, restore or repair the Equipment exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

If the Equipment can be repaired, then We will repair it unless the cost of repair exceeds the replacement cost, in

which case we will replace it without deduction for depreciation.

2. The agreed value of any Salvage will be deducted from any claim and the Salvage will remain your Property.
3. Our liability is limited under Section 6 to the Sum Insured in respect of each item shown in the Schedule in addition to the Excess shown.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 6

In addition to the general exclusions applying to all Sections, under Section 6, we will not cover claims for:

1. any loss that is covered under Section 1 of this Policy or would have been covered were it not for the operation of any Excess.
2. consequential loss of any kind other than that which is specifically stated.
3. faults or defects known to You, or an Officer, or which You ought to have reasonably known, at the time You submitted the Proposal.
4. replacement parts, labour cost or travelling cost recoverable under any supplier, manufacturer or repairer's warranty or guarantee, or which would have been covered but for a breach of Your obligations under the terms of the guarantee or warranty.
5. the cost of replacement of:
 - a. heating or defrosting elements, brushes, batteries, screens, sieves, belts, ropes, wires, chains, felts, fabrics, packings, exchangeable tools, dryers, cutting blades, seals, fuses, filters, glass or ceramic components, electric contacts, filaments, tyres, rails, plates, dies, engraved cylinders, mould, patterns, or other parts which are expendable or which by their use and nature typically suffer a high rate of or depreciation;
 - b. refrigerant or transformer oils due to defective glands, shafts, seals, valves, gauges or loose connections;
 - c. fuels, chemicals, filter substances, heat transfer media, cleaning agents, lubricants, oil, catalysts or other operating material;
 - d. concrete, brickwork, foundations, or refractories; or
 - e. materials in the course of or undergoing processing.
6. if at the time of loss:
 - a. the setting of any safety device on or for the Equipment was in excess of the limit imposed by any applicable regulation or the limit recommended by the manufacturer;
 - b. any safety device on or for the Equipment was removed or rendered inoperative;
 - c. the Equipment was not the subject of a current certificate of inspection as required by any regulation.
7. where the Equipment:
 - a. is or was operated in an unsafe condition; or
 - b. does not conform with applicable Australian standards or codes; or

- c. has not been inspected in accordance with Australian Standard AS/NZS 3788 1996 as amended and any other applicable Australian standards, codes or laws.

and that caused or contributed to the loss, destruction or damage

We will not cover claims arising directly or indirectly from:

8. testing, commissioning, maintenance, cleaning or improvement including:
 - a. modifications, alterations, additions, improvements, or overhauls of the Equipment,
 - b. exchange of parts, equipment, apparatus, liquids or gases due to Australian legislative requirement or standard.
 - c. the Equipment being subjected to tests involving abnormal stresses; or intentionally overloaded.
 9. 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.
 10. the wear, tear, or gradual deterioration of Equipment as a result of its normal operation;
 11. scratching, chipping, discolouration or other marking of painted, finished, or polished surfaces;
 12. the wearing away or wasting of the material of the Machine, Boiler or Pressure Vessel by atmospheric conditions, rust, erosion, oxidation, leakage, corrosion or ordinary use;
 13. the tightening of loose parts, recalibration or adjustments;
- In respect of Boilers and Pressure Vessels, we will not cover claims arising out of, directly or indirectly:
14. slowly developing deformation or distortion;
 15. cracks, fractures, blisters, laminations, flaws or grooving even if accompanied by leakage or damage to tubes, heaters or other parts of the Boiler or Pressure Vessel caused by overheating or leakage at seams, tubes or other parts of the Boiler or Pressure Vessel;
 16. failure of joints or seams.
 17. any hydraulic or hydrostatic test of the Boiler or Pressure Vessel.
- In respect of Machinery Breakdown, we will not cover:
18. an unattended combustion engine as a result of the combustion engine not being fitted with an effective operational engine monitoring device which would have stopped the combustion engine in the event of a lubricating or cooling fault or failure.
 19. for a submersible or borehole pump as a result of the submersible or borehole pump not being fitted with an effective operational water flow or pressure switch capable of stopping the submersible or borehole pump in the event of water pressure drop or insufficient water flow.

SECTION 7: GOVERNMENT AUDIT, HEALTH & SAFETY, & LEGAL EXPENSES

Section 7 operates on a claims made basis and as such:

1. Part A responds to Audits first notified to You, and
2. Part B responds to Health & Safety Claims first made against You, and
3. Part C respond to Claims first made against You

during the Policy Period and notified to Us during the same Policy Period.

PART A: GOVERNMENT AUDIT EXPENSES COVER

We will pay, up to the Limit of Liability shown in the Schedule for Part A of Section 7, for Audit Costs and Professional Fees that You reasonably incur with Our written consent (which will not be unreasonably withheld).

You must advise Us as soon as reasonably practicable in writing of any Audit and We shall not pay unless it was notified to you during the Policy Period and you reported it to Us during that Policy Period or within 30 days thereafter.

PART B: HEALTH & SAFETY LEGAL EXPENSES

We will pay, up to the Limit of Liability shown in the Schedule for Part B of Section 7, for Legal Expenses that You necessarily incur with Our consent (which will not be unreasonably withheld) to appeal against any Health and Safety Claim which arises out of Your failure to provide and maintain so far as is reasonably practicable:

1. a safe working environment;
2. a safe system of work;
3. plant and substances in a safe condition;
4. adequate facilities of a prescribed kind for the welfare of Your Employees.

You must advise Us as soon as reasonably practicable in writing of any Health and Safety Claim and We shall not pay unless it was brought against you during the Policy Period and you reported it to Us during that Policy Period or within 30 days thereafter.

PART C: LEGAL EXPENSES COVER

We will pay, up to the Limit of Liability shown in the Schedule for Part C of Section 7, for Legal Expenses that You are liable to pay following a Claim brought against You in Australia,:

1. in connection with the ownership of Your Common Area and Insured Property;
2. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
3. arising out of any dispute with an employee, former employee or prospective employee:
 - a. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - b. leading to civil or criminal proceedings under any racial or sexual discrimination Legislation.

You must advise Us as soon as reasonably practicable in writing of any Claim and We shall not pay unless it was brought against you during the Policy Period and you reported it to Us during that Policy Period or within 30 days thereafter.

We shall not be obliged to pay any Legal Expenses unless We are satisfied that You have good prospects of successfully defending the proceedings and that the Legal Expenses are both reasonable and necessary.

If You are not successful in defending legal proceedings brought against You, We will only pay for one appeal in respect of those proceedings.

You must advise Us in writing of Your intention to appeal at least seven (7) days before expiry of your appeal rights. This information will be contained in the decision provided to You under the original legal proceedings.

We shall not be obliged to approve the Legal Expenses in relation to the appeal unless We are satisfied that You have good prospects of successfully appealing the decision.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 7

The meaning of some of the important words and terms used in Section 7 only are shown below.

Audit means

an investigation of Your financial affairs or an investigation or enquiry of Your compliance with record-keeping requirements by a State, Territory or Commonwealth Department, Statutory Body, Agency or the Australian Taxation Office.

Audit Costs means

fees, charges and disbursements of an external professional person or consultant engaged by You, and approved by Us, for work undertaken in connection with an Audit.

Auditor means

a person authorised under State, Territory or Commonwealth Legislation to carry out an investigation or Audit of Your financial affairs.

Claim means

in relation to the ownership or management of the Insured Property, the:

1. commencement of civil or criminal proceedings against You in Australia by the service of a complaint, summons, charge or similar pleading; or
2. a written or verbal advice of intent to initiate legal proceedings 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.

Health & Safety Claim means

1. an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where the Insured Property is situated; or
2. a determination made against You by a review committee, arbitrator, tribunal or court under any workplace occupational health, safety or similar legislation applying where the Insured Property is situated.

Legal Expenses means

the legal fees, costs, expenses and disbursements incurred in connection with a Claim.

Professional Adviser means

1. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
2. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees means

the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

1. form part of an annual or fixed fee or cost arrangement; or
2. 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
3. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
4. 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.

You, Your and Yours means

the Body Corporate.

LIMIT OF LIABILITY AND EXCESS

Limit of Liability

Our liability to cover You under each part of Section 7 will not exceed the Limit of Liability stated in the Schedule for each part of Section 7 for each Claim reported during the Policy Period including any such Claim reported but not finalised until a subsequent Policy Period.

Our total liability to You under each part of Section 7 for all Claims in the Policy Period shall also not exceed the Limit of Liability shown in the Schedule for each part of Section 7.

Excess and Contribution

The Excess shown in the Schedule in relation to this Section applies to each Event and Our liability to cover You under each part of Section 7 is over and above the Excess.

Part C is subject to further contribution by the Insured in addition to the Excess shown in the Schedule, up to 10% or as otherwise shown in the Schedule.

Part C Excess and Contribution Examples based on \$50,000 Sum Insured:

Example	(1)	(2)	(3)
Cost of Legal Defence Expenses	\$25,000	\$50,000	\$75,000
Excess	\$1,000	\$1,000	\$1,000
Legal Defence Expenses Net of Excess	\$24,000	\$49,000	\$74,000
Contribution (10% of Net Expenses)	\$2,400	\$4,900	\$7,400
Claimable Amount	\$21,600	\$44,100	\$50,000

SPECIFIC CONDITIONS APPLICABLE TO SECTION 7 PART A

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 7 Part A:

1. All taxation and other returns must be submitted within the time limits prescribed by all relevant statutes and legislation or if an extension is granted within the further period granted.
2. All taxes must be paid by the due date or within any extension granted.
3. You must make full and complete disclosure of all assessable income (including capital gains) as required by any relevant legislation.
4. Upon becoming notified of an Audit or impending Audit, you must promptly inform Us in writing.
5. Obtain written approval from Us (which will not be unreasonably withheld) before engaging a professional adviser, other than your accountant, and notify Us of all Professional Fees Your accountant proposes to charge.
6. 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.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 7 PARTS B AND C:

In addition to the general exclusions applying to all Sections, under Section 7 Parts B and C We will not pay claims relating to:

1. a conflict of Your duty or a conflict of Your interest;
2. any matter arising out of any insurance cover required by legislation;
3. any matter where insurance cover is separately available to You within this Policy;
4. 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;
5. any proceedings brought by Us;
6. anything which arises from a deliberate act including a deliberate act of fraud or dishonesty that You or anyone acting for You did;
7. costs and expenses that You have not sought Our consent (which will not be unreasonable withheld) prior to them being incurred;
8. legal proceedings relation to defamation, slander or libel;
9. defending legal proceedings without obtaining Our prior written consent or in a different way from that advised to Your authorised legal representative;
10. penalties, fines, compensation or awards of aggravated, exemplary or punitive damages made against You, other than legal costs and expenses;
11. proceedings brought by You or on Your behalf;
12. improvement or prohibition notices or proceedings or any other circumstances which may lead to a proceeding of which You were aware before the Policy Period or ought reasonably to have been aware of;
13. improvement or prohibition notices or proceedings that You have not advised Us of as soon as reasonably practicable during the Policy Period.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 7 PART A:

In addition to the general exclusions applying to all Sections, under Section 7 Part A We will not pay for Professional Fees:

1. if prior to the commencement of the Policy Period You, or any person acting on Your behalf:
 - a. received any notice of a proposed Audit; or
 - b. had information that an Audit was likely to take place; or
 - c. had information that would indicate to a reasonable person that an Audit was likely to take place.
2. if a return, or a document required to be lodged in relation to an Audit, has not been lodged with the relevant authority:
 - a. at all;

- b. properly; or
 - c. by the due date.
3. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - a. any act or omission by You; or
 - b. any failure, act or omission arising from or in connection with Your statutory obligations.
4. charged by someone other than a Professional Adviser unless We have given prior written consent which will not be unreasonably withheld.
5. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - a. during the Policy Period; or
 - b. not more than twelve (12) months prior to Policy Period; or
 - c. relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit and that is received during the Policy Period.
6. 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.
7. if You breach any conditions in this Policy, including a failure to comply with any requirement imposed by any relevant legislation or a failure to comply with the conditions set out in Section 9 and throughout this Policy.

SPECIFIC EXCLUSIONS APPLICABLE TO ALL PARTS OF SECTION 7:

We will not under any circumstances pay for the cost of:

1. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
2. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
3. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

SECTION 8: CYBER

COVER

We will cover You, up to the Limit of Liability shown in the Schedule for Section 8 against:

1. loss of Funds as a result of Cyber Crime; and
2. Defence Costs incurred as a result of a Data Breach

where such Cyber Crime or Data Breach first occurs during the Policy Period and which is discovered no more than twelve (12) months of the expiry of the Policy Period.

The Cyber Incident exclusion shall not apply to this section.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 8

The meaning of some of the important words and terms used in Section 8 only are shown below.

Cyber Crime means

fraudulent misappropriation of Funds by any person acting without any participation or knowledge on Your part from Social Engineering Fraud, phishing, phreaking or other forms of cyber fraud.

Data Breach means

the unauthorised access to, deletion, modification or disclosure of Personal Information in Your care, custody or control and for which You are legally responsible.

Defence Costs means

legal costs and disbursements and related expenses incurred by You with Our prior written consent (which will not be unreasonably withheld) in the investigation, defence, monitoring, or settlement of any claim relating to a Data Breach.

However Defence Costs does not include:

1. any internal or overhead expenses incurred by You or the Body Corporate;
2. any cost of Your time or that of any Officer in investigating, defending or settling any Claim; or
3. any salaries or remuneration of any Officer or of any employee or agent of the Body Corporate.

Funds means

Money, securities, negotiable instruments or other tangible property received by You to be allocated to or set aside for the management of Insured Property. Funds do not include personal Money, securities, negotiable instruments or other tangible property of Unit Owners.

Personal Information means

the personal information of past and present Unit Owners or their tenants held digitally.

Social Engineering Fraud means

impersonation by digital media (including but not limited to email and social media) of:

1. an Officer, employee or agent of the Body Corporate
2. an occupier of a Unit or Unit Owner
3. a party with which the Body Corporate has a written contract for the sale or purchase of goods or services

by a Third Party to manipulate an Officer to issue an instruction to a financial institution to debit, pay, deliver or transfer Funds to that Third Party or another person or entity.

Third Party means

a person or persons who are not an Officer, agent or strata manager of the Body Corporate.

You, Your and Yours means

the Body Corporate.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 8

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 8:

1. It is a condition of cover that prior to transferring funds You validate any new or amended bank details by telephone with a known contact at the transferee;
2. You must give Us written notice as soon as reasonably practicable of the discovery of any conduct that is fraudulent or dishonest by any person with access to or control of Your Funds or any lack of integrity by such person whether giving rise to a claim or not;
3. On discovering a loss or circumstances likely to give rise to a loss covered by Section 8, You must, at Your own expense:
 - a. As soon as reasonably practicable give written notice to Us;
 - b. As soon as reasonably practicable give written notice to the police;
 - c. Within 28 days of discovering a loss or circumstances likely to give rise to a loss covered by Section 8, provide to Us a written statement containing details of the cause, description and amount of the loss and any other information that We may reasonably require;
 - d. Complete any claim form or sworn proof of loss that We may require;
 - e. Provide full assistance and cooperation to Us in investigating the loss; and
 - f. Take all reasonable steps to obtain recovery of the loss and prevent any further loss.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 8

In addition to the general exclusions applying to all Sections, under Section 8 We will not be liable for any claim:

1. resulting directly or indirectly from a failure to follow Specific Condition 1 to Section 8;
2. covered under any other section of this policy;
3. resulting from an act, error or omission of Your strata manager or similar agent;
4. resulting from the loss or unauthorised access to, modification or disclosure of Personal Information in the care, custody or control of Your strata manager or similar agent;
5. unless You have previously exhausted Your rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;

6. connected with any further Cyber Crime or Data Breach committed after the initial discovery of loss;
7. arising out of a Cyber Crime or Data Breach committed prior to the Policy Period;
8. for consequential loss;
9. arising out of the conduct of any person if You have any prior knowledge of any prior act of fraud or dishonesty by that person;
10. where proof of the existence or amount of loss depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that You are able to prove the amount of the loss through other evidence unrelated to comparison or computation;
11. arising from a failure to make payment or of default under a loan or other credit transaction.

Coffs Harbour 2450
PO Box 430
P: 6691 9000

Kempsey 2440
PO Box 74
P: 6563 7000

Port Macquarie 2444
PO Box 426
P: 6588 7600

Taree 2430
PO Box 644
P: 6539 3000

Forster 2428
PO Box 58
P: 6554 8666

Ms K Gardener
Owners of Strata Plan 57658
2/1 Channel Place
KINGSCLIFF NSW 2487

**New Cover
TAX INVOICE****I0547499****Our Reference :** OIB COF S3625 0594008/001**Date :** 29.09.2025**Class :** Strata Pack - EDI**Insurer :** Hutch Underwriting Pty Ltd**Policy No. :** HRS11204802**Period :** 09.10.2025 to 09.10.2026

Premium	3,287.82
F&ES Levy	477.60
Underwriting Agency Fee	210.00
Stamp Duty	372.77
Broker Fee	103.88
Premium GST	397.54
Fee GST	10.39

GST Total 407.93**Total Amount A\$** 4,860.00**We confirm your instructions and advise cover has been arranged.**

*Insured : The Owners of Strata Plan 57658
Insured Location: 1 Channel Place, KINGSCLIFF NSW 2487
New Cover For : Residential Strata Insurance*

Your Broker is Hillary Lowe**Phone: (02) 66919040**

Please forward your remittance to ensure cover. Please refer to your DUTY OF DISCLOSURE obligations & other important notices overleaf. Claims must be notified immediately as late notification may cause denial of liability in some instances. Unless we tell you otherwise in writing, we receive commission in addition to any broker fee mentioned above. Please ask us for any further information.

**Billers Code:** 96784
Reference: 005474990001BSB: 082-182
Account: 717414621
Reference: 10547499
Pay via Internet Banking using this
Bank Account and Reference.Please detach and return this with your
Remittance:
Oxley Insurance Brokers Pty Ltd
PO Box 430
COFFS HARBOUR NSW 2450Telephone & Internet Banking - BPAY®
Call your bank or financial institution to make
this payment from your cheque or savings accountVisit www.oib.com.au to pay using your
Visa or Mastercard.
Client Reference: OIBCOFS3625
Invoice Reference: I0547499
A Surcharge of 1.5% applies for payments over \$750**Reference :** OIB COF S3625 0594008/001
Invoice No : I0547499
Client Name : Owners of Strata Plan 57658
Broker : Hillary Lowe
Date : 29.09.2025

RENEWALS - Must be paid by expiry date to ensure cover

NEW COVER OR ALTERATIONS - Strictly 14 Days

Total Amount A\$ 4,860.00

SOME IMPORTANT THINGS YOU NEED TO KNOW

It is essential that you carefully read and understand the following important notices. If you have any questions, please ask us.

Financial Services Guide and Privacy Notice

We provide our financial services under the terms and conditions noted in our Financial Services Guide and Privacy Collections Notice issued to you. If you do not have one of these documents, please call us or visit our website. You must read these documents before proceeding, and by proceeding you represent and warrant you have received and read them. We are committed to protecting your privacy in accordance with the Privacy Act and Australian Privacy Principles. Full details about our privacy practices can be found in our Privacy Policy available at our website or by contacting us for a copy.

Understanding Policy Terms and Conditions

It is essential that you read and understand all the policy documents we provide you, including the policy wording / Product Disclosure Statement, endorsements and coverage summary, which contain the terms of your cover, exclusions, applicable limits, and sub-limits. If there are any errors in the policy documents or the cover is not suited to your needs, you must inform us immediately. Failure to read and understand your policy documents may result in uninsured losses.

Duty of disclosure / Duty to take reasonable care not to make a misrepresentation

Other than in the case of consumer contracts (as defined in Part IV of the Insurance Contracts Act 1984 (Cth) (ICA)), before you enter into a contract of insurance, you have a duty to disclose anything that you know, or could reasonably be expected to know that may affect the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything that reduces the risk, or is common knowledge, or that the insurer already knows or should know as an insurer, or where the insurer has waived your duty of disclosure.

In the case of consumer contracts (as defined in Part IV of the ICA), you have a duty to take reasonable care not to make a misrepresentation about the risk to the insurer. This means you need to answer all questions honestly, accurately and completely.

Examples of matters that should be disclosed are:

- any claims you have made in recent years for the particular type of insurance;
- cancellation, avoidance of, or a refusal to renew your insurance by an insurer;
- any unusual feature of the insured risk that may increase the likelihood of a claim; and
- circumstances which may give rise to a claim.

Whichever duty applies, you owe the relevant duty to the insurer (both in respect of information about you and information you provide about others) up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You need to tell us if you have disclosed information in the application process and something has happened that makes that information no longer accurate, or new matters

arise that would require disclosure under your duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

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

Non-disclosure and misrepresentation

If you fail to comply with your duty of disclosure, or in the case of consumer contracts, fail to take reasonable care not to make a misrepresentation in disclosing information to us, the insurer may cancel your contract or reduce the amount that is required to pay you if you make a claim, or both. If your failure is fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

Misstatement of Premium

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

Change of Risk or Circumstances

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation if it is not. Many policies require us to notify the insurer in writing of certain changes to the insured risk during the period of insurance. The insurer can then decide whether to cover the new risk.

Examples are:

- For insurance covering property location changes, new business activities or any significant departure from your normal business operations.
- For insurance covering your liability to third parties changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to insurers.

Cancellation of your Policy

Our fees are earned in full at the time of placement of the relevant policy. If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we received from the Insurer or have a cancellation fee charged to offset the Insurers deduction of commission.

Please refer to our FSG or ask us for any additional information you require about our fees, remuneration or cancellation policy.

Complaints

Australian Financial Complaints Authority (AFCA) If you have any complaints about the service provided to you, you should contact us and tell us about your complaint. If the complaint cannot be resolved to your satisfaction within 30 days, you have the right to refer the matter to AFCA. Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678
Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Important Notice about your Broker and our panel of preferred premium funders

Austbrokers role and remuneration
Your Broker and AUB Group Limited ('AUB') (ABN 60 000 000 715) have a preferred supplier arrangement with several premium funders. They do not act for the premium funder and do not advise on whether the premium funder's products or services are appropriate for you. You need to make your own decision based on the information provided.

If you use a premium funder, your Broker receives commission which is a percentage of the amount funded excluding GST. We may also receive fees, being an agreed dollar value, under a commercial services agreement that AMS (a wholly owned subsidiary of AUB Group Limited ABN 60 000 000 715 (AUB)) has with some premium funders.

Your Broker is owned [partly / wholly] by AUB and benefits from any profit made by this entity due to this arrangement.

If your loan is cancelled, your Broker and AUB may be entitled to keep any payments received pursuant to the above arrangement with the premium funder. If you need more information or explanation of the above, please ask us.

Cancellation of your Policy(ies) on request of the premium funder.

Your Loan Agreement with the premium funder may allow your Broker, on receipt of a notice from the premium funder requesting cancellation of any policy specified in the Loan Agreement with the premium funder, to cancel the policy and provide the relevant refund to the premium funder. Your Broker will notify you of any such cancellation.

Workers Compensation

Unless specifically detailed in writing, the policy(s) described overleaf DOES NOT include Workers Compensation. Workers Compensation is compulsory for all employers.

Oxley Life Solutions Pty Ltd

ABN 14 108 128 721 is a Member of the Oxley Insurance Group and a Corporate Authorised Representative of Millennium3 Financial Services Pty Ltd ABN 61 094 529 987. Australian Financial Services Licensee 244252.

vOIB27022025

COVERAGE SUMMARYOwners of Strata Plan 57658
Strata Pack - EDI

L6, 7-15 Macquarie Place, Sydney, NSW, 2000.

Enquiries: 1300 256 056

Your Quotation Number: QTE10329021

PDS and Policy Wording: Hutch Residential Strata (version HRS8)

The Insured: Owners of Strata Plan 57658

Situation: 1 Channel Place, Kingscliff NSW 2487

Period of Insurance: Commencement Date 4.00pm on 09/10/2025

Expiry Date 4.00pm on 09/10/2026

Date of Issue: 29/09/2025

POLICY LIMITS / SUMS INSURED

Section 1 Buildings	\$1,300,000
Common Area Contents	\$13,000
Loss of Rent	\$195,000
Flood	Not Insured
Additional Catastrophe Cover	\$195,000
Unit Owners Fixtures and Fittings	\$130,000
Section 2 Property Owners Legal Liability	\$20,000,000
Section 3 Voluntary Workers Personal	
Accident	\$200,000 /\$2,000 weekly
Section 4 Fidelity Guarantee	Not Insured
Section 5 Office Bearers Liability	Not Insured
Section 6 Machinery Breakdown	Not Insured
Section 7 Part A Government Audit Expenses	Not Insured
Part B Health & Safety Legal	
Expenses	Section not taken
Part C Legal Expenses	Section not taken
Section 8 Cyber	\$10,000

EXCESS

You must pay the amount of any Excess as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should multiple Excesses be payable for any claim arising from any single Event, such excesses will not be aggregated and only the highest single Excess will apply.

Section 1 Building and Contents	\$1,000
Water Damage	\$2,500
Earthquake excess	\$500 in addition
Section 2 Property Owners Legal Liability	\$1,000
Section 3 Voluntary Workers Personal Accident	\$1,000
Section 8 CYBER.	\$1,000

Insurer: Certain Underwriters at Lloyds led by Arch Managing Agency Limited, Syndicate 2012.

Insurer Participation: 100%

Agreement Numbers (UMR): B200800000STR2025

Endorsements

COVERAGE SUMMARY

Owners of Strata Plan 57658
Strata Pack - EDI

Important information

This Policy has been issued by Hutch Underwriting Pty Ltd (Hutch) ABN 846 552 56 134, Authorised Representative number 001296345, on behalf of certain underwriters at Lloyds.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L6, 7-15 Macquarie Place, Sydney, NSW, 2000.

It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances.

The PDS and Policy are available from our website www.hutchunderwriting.com.au

Your Duty to take reasonable care not to make a misrepresentation
When answering our questions in the Proposal, making changes to your Policy or at renewal, you have a duty to take reasonable care not to make a misrepresentation to us.

You and other insured person(s) must answer our questions with relevant and complete information and You must not misrepresent any information that You give to us. You have the same duty in relation to anyone else whom You want to be covered by the policy.

If You fail to comply with this duty and we would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy, we may be entitled to reduce Our liability under the Policy in respect of any claim or we may cancel the Policy.

Cooling Off Period

If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required. You will receive a full refund of the Premium provided You have not made a claim under the Policy.

Claims made notice

Sections 5 and 7 of the Policy operates on a ?claims made and notified? basis. This means that, subject to the provisions of Sections 5 and 7, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the

COVERAGE SUMMARY

Owners of Strata Plan 57658
Strata Pack - EDI

Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

SUMMARY OF COVER:

This notice provides a summary of cover only. Nothing within this summary should be read as overriding sum insured limits or policy conditions provided by your Insurer. Please refer to your policy document for complete details of policy coverage including terms, conditions, endorsements or exclusions that may apply.

WORKERS COMPENSATION:

This Policy does NOT include Workers Compensation Insurance. Workers Compensation is compulsory for all employers.

Effective 30th June 2008, employers who expect to pay \$7,500 or less in annual wages will no longer require a Workers Compensation Policy. However, a Workers Compensation Policy is still required if an employer engages an apprentice or trainee, OR is a member of a group for Workers Compensation purposes, OR expects to pay more than \$7,500 per annum.

Please contact us to discuss and arrange appropriate policy coverage if you are affected by these changes. For assistance and advice contact your Broker who will refer you to our specialist Workers Compensation Team.

INSURER	POLICY NUMBER	PROPORTION
Hutch Underwriting Pty Ltd A.B.N. 84655256134 L8, 11 York Street SYDNEY NSW 2000	HRS11204802	100.0000%



Coffs Harbour 2450
PO Box 430
P: 6691 9000

Kempsey 2440
PO Box 74
P: 6563 7000

Port Macquarie 2444
PO Box 426
P: 6588 7600

Taree 2430
PO Box 644
P: 6539 3000

Forster 2428
PO Box 58
P: 6554 8666

GENERAL ADVICE

CLIENT	INSURER	29.09.25
Ms K Gardener Owners of Strata Plan 57658 2/1 Channel Place KINGSCLIFF NSW 2487	Hutch Underwriting Pty Ltd L8, 11 York Street SYDNEY NSW 2000	

CLASS OF RISK	PERIOD OF INSURANCE
Strata Pack - EDI Policy No : HRS11204802	From: 9th October 2025 To : 4.00 pm on 9th October 2026 Our Ref : OIB COF S3625 0594008/001/01

GENERAL ADVICE WARNING

This is an important document. You should read it carefully and ensure that you understand it. If you do not understand or disagree with anything, do contact your Insurance Adviser. You may want to want to contact your Insurance Adviser if you change your mind about the insurance policy you want to buy. You have a minimum of 14 days (your insurer may allow you longer) to cancel your policy. You will find the details of the cooling-off period in your policy documents.

INSURED:

We confirm we have reviewed the Insurer's Target Market Determination (TMD) for this product and have assessed that you fall within the target market for this financial product. On the basis of our assessment, we consider that the product has therefore been issued to you consistently with the TMD provided by the Insurer. Please ask us if you would like a copy of the TMD.

In this instance we only provide a "general advice" service. This means that whilst we may generally recommend the products we distribute, we do not consider whether the product is appropriate for your own personal objectives, financial situation and needs in making the recommendation. You need to consider the appropriateness of any information (in particular any policy documentation and relevant Product Disclosure Statement) or general advice we give you, having regard to your personal situation, before acting on our advice or buying any product.

We will invoice you for the amount payable by you which will include base premium, government charges and broker fee. Our invoice is payable

prior to the expiry of your interim contract or expiry of your existing contract of insurance.

OUR CHARGES

We receive the following remuneration for arranging your insurance.
Commission Amount: \$ 657.56 Rate: 19.99 %

SOFT DOLLAR DISCLOSURE

From time to time we may receive various soft dollar benefits from product issuers and their representatives including the product we recommended. These can include entertainment (e.g. lunches, sporting events, movies etc), conferences (e.g. attendance at a product issuer conference or sponsorship of our AUB Group Limited Annual conference), accommodation and travel, business tools (e.g. software), gifts (e.g. product issuer or service provider branded promotional and other occasional small gifts such as bottles of wine or hampers on special occasions etc).

These benefits are provided by a wide range of product issuers and service providers. In most cases they are incidental to or relate to our development of an understanding of the product issuer and service provider and their product ranges and practices etc. Ultimately, this can assist us in better servicing and representing you.

Our policy is that any soft dollar benefits that we or our representatives receive that are reasonably estimated to exceed \$300 per item or event are potentially material. They must be disclosed to our Compliance Manager in writing and they will determine if appropriate procedures are in place to manage or avoid any potential conflict of interest which might arise. They only approve benefits where this is the case and retain a record of this which you can request access to.

ADVISORS

Our staff receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive remuneration for arranging premium funding or certain soft dollar benefits as described in this statement.

Related Body Corporate V 06/09/12

In some cases, we may refer you to or advise that you use the services of Oxley Life Solutions Pty Ltd or Oxley Workers Compensation Solutions Pty Ltd, which are related bodies corporate of ours.

We do not receive any benefit from them that is different to that received by any unrelated third party providing the same service as us. As a member of the same corporate group we may indirectly benefit from this recommendation if it improves the group's performance.

Thank you for entrusting your insurance needs to us. Please call us if you have any questions or queries.

Version 6 28/09/18



MRS KAREN GARDNER
1550 WATERFALL WAY
BELLINGEN NSW 2454

Our reference: 7166577217916

Phone: **13 28 66**

21 January 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KAREN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411177472775
Vendor name	KAREN GARDNER
Clearance Certificate Period	20 January 2026 to 20 January 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.