

# Form 1—Vendor's statement

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

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## Preliminary

### To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

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

means the Part, Division, particulars or item may not be applicable.

*If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.*

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

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

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

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

## Part A—Parties and land

- 1 Purchaser:  
Address:
- 2 Purchaser's registered agent: **NOT APPLICABLE**  
Address:
- 3 Vendor: **DARCY OLIVIA MARJORIE COLWILL**  
Address: **65 PYERS STREET ST CLAIR SA 5011**
- 4 Vendor's registered agent: **Ouwens Casserly Real Estate Pty. Ltd.**  
Address: **210 Greenhill Road Eastwood SA 5063**
- 5 Date of contract (if made before this statement is served):        /        /2025
- 6 Description of the land: **UNIT 7, 306 Fullarton Road Fullarton SA 5063 being the whole of the land comprised in Certificate of Title Register Book Volume 5025 Folio 566 being Unit 7 Strata Plan 4636 in the area named Fullarton Hundred of Adelaide**

## Part B—Purchaser's cooling-off rights and proceeding with the purchaser

To the purchaser:

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

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

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

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

#### 2—Time for service

The cooling-off notice must be served—

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

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

### 3—Form of cooling-off notice

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

### 4—Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:  
**65 PYERS STREET ST CLAIR SA 5011**  
 (being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:  
**EMAIL: [ANITAM@OCRE.COM.AU](mailto:ANITAM@OCRE.COM.AU)**  
 (being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:  
**210 GREENHILL ROAD EASTWOOD SA 5063**  
 (being the agent's address for service under the *Land Agents Act 1994*)

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

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

### 5—Effect of service

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

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

### Proceeding with the purchase

If you wish to proceed with the purchase—

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

**Part C—Statement with respect to required particulars**

(section 7(1))

To the purchaser:

I, **DARCY OLIVIA MARJORIE COLWILL**

of **65 PYERS STREET ST CLAIR SA 5011** being the vendor in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section

7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*

Date:

Signed: .....

**Part D—Certificate with respect to prescribed inquiries by registered agent**

(section 9)

To the purchaser:

I, **MELANIE SUSAN WOMERSLEY** of **147 FROME STREET ADELAIDE SA 5000**

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

Exceptions: **NIL**

Date: 7/11/2025



Signed: .....

Person authorised to act on behalf of Vendor's agent (pursuant to the agent's written authority)

## Schedule—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

### Note—

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

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

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

Table of particulars

Column 1

Column 2

Column  
3

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

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

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

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

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

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

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

**1. General**

1.1	Mortgage of land	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b> CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): <b>14555652</b></p> <p>Name of mortgagee: <b>QUDOS MUTUAL LTD.</b></p>	<p>YES</p> <p>YES</p> <p>YES</p>
1.2	<p>Easement (whether over the land or annexed to the land)</p> <p><b>Note—</b></p> <p>"Easement" includes rights of way and party wall rights</p> <p><b>*REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS</b></p>	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b> PROPERTY INTEREST REPORT - STATUTORY EASEMENTS</p> <p>Description of land subject to easement: <b>PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</b></p> <p>Nature of easement: <b>STATUTORY EASEMENT</b></p> <p>Are you aware of any encroachment on the easement? <b>NO</b></p> <p>If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? <b>N/A</b></p> <p>If YES, give details:</p>	<p>YES*</p> <p>NO</p> <p>YES</p>

<p>1.3 Restrictive covenant</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> STRATA ARTICLES</p> <p>Nature of restrictive covenant: REFER STRATA ARTICLES</p> <p>Name of person in whose favour restrictive covenant operates: STRATA CORPORATION NO. 4636 INC.</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES</p> <p>If NO, give details:</p> <p>Does the restrictive covenant affect land other than that being acquired? YES</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence  (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> RESIDENTIAL TENANCY AGREEMENT AND EXTENSION</p> <p>Names of parties: PASQUALE MAZZONE</p> <p>Period of lease, agreement for lease etc: From 01/11/2024 till 29/10/2026</p> <p>Amount of rent or licence fee: \$900.00 per FORTNIGHT (period)</p> <p>Is the lease, agreement for lease etc in writing? YES – REFER RESIDENTIAL TENANCY AGREEMENT AND EXTENSION</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p><b>5. Development Act 1993</b></p>		
<p>5.1 section 42—Condition (that continues to apply) of a development authorisation</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATION</p> <p>Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATION</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p><b>6. Repealed Act conditions</b></p>		
<p>6.1</p>	<p><i>Is this item applicable?</i></p>	<p>YES</p>

<p>Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)</p>	<p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b> LOCAL GOVERNMENT (COUNCIL) SEARCH REPEALED ACT CONDITIONS AND AUTHORISATIONS</p> <p>Nature of condition(s): REFER LOCAL GOVERNMENT (COUNCIL) SEARCH REPEALED ACT CONDITIONS AND AUTHORISATIONS</p>	<p>NO</p> <p>YES</p>
<p><b>29. Planning, Development and Infrastructure Act 2016</b></p>		
<p><b>29.1</b> Part 5- Planning and Design Code</p>	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b> LOCAL GOVERNMENT (COUNCIL) SEARCH PART 5 – PLANNING AND DESIGN CODE AND PLANSA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):  <b>ZONE: URBAN RENEWAL NEIGHBOURHOOD (URN)</b>  <b>SUBZONE: NIL</b>  <b>ZONING OVERLAYS: REFER PLANSA DATA EXTRACT SEARCH OVERLAYS</b></p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? <b>NO</b></p> <p>Is the land designated as a local heritage place? <b>NO</b></p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? <b>NO</b></p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation: <b>YES</b></p> <p><b>Note</b> – For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a></p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p><b>29.2</b> section 127—Condition (that continues to apply) of a development authorisation  <b>NOT APPLICABLE</b></p>	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments:</i></b> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANSA DATA EXTRACT ASSOCIATED DEVELOPMENT AUTHORISATION INFORMATION</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p>YES</p>

<b>36. Other Charges</b>		
<b>36.1</b> Charge of any kind affecting the land (not included in another item)	<i>Is this item applicable?</i>	YES
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO*
<b>*REFER TO ATTACHED STATEMENT PURSUANT TO STRATA TITLES ACT 1988. PURCHASER SHOULD MAKE THEIR OWN ENQUIRIES AS TO ANY AMOUNTS PAYABLE BY THE PURCHASER</b>	<i>Are there attachments?</i> STATEMENT PURSUANT TO STRATA TITLES ACT 1988  Person or body in whose favour charge exists: <b>WHITTLES MANAGEMENT SERVICES PTY. LTD. ON BEHALF OF STRATA NO. 4636 INC.</b>  Nature of charge: <b>REFER STATEMENT PURSUANT TO STRATA TITLES ACT 1988</b>  Amount of charge (if known): <b>REFER STATEMENT PURSUANT TO STRATA TITLES ACT 1988</b>	YES

**Schedule—Division 2—Other particulars**

**(section 7(1)(b))**

**Particulars relating to strata unit**

- 1 Name of strata corporation: **STRATA CORPORATION NO. 4636 INC.**  
Address of strata corporation: **306 FULLARTON ROAD FULLARTON SA 5063**
- 2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the strata corporation or known to the vendor:
  - (a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit): **REFER ATTACHED STATEMENT PURSUANT TO STRATA TITLES ACT 1988**
  - (b) particulars of the assets and liabilities of the strata corporation: **REFER ATTACHED STATEMENT PURSUANT TO STRATA TITLES ACT 1988**
  - (c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute: **REFER ATTACHED STATEMENT PURSUANT TO STRATA TITLES ACT 1988**
  - (d) particulars of the unit entitlement of the unit: **97/1000**

*[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*

- 4 Documents supplied by the strata corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the strata corporation and management committee for the 2 years preceding this statement: **ANNUAL GENERAL MEETINGS FOR THE 2 YEARS PRECEEDING HAVE BEEN ATTACHED. THE MANAGER HAS CONFIRMED THERE ARE NO MANAGEMENT COMMITTEE MEETINGS HELD FOR THE CORPORATION WITHIN THE LAST 2 YEARS AND THEREFORE THERE ARE NONE ATTACHED**
  - (b) a copy of the statement of accounts of the strata corporation last prepared; **ATTACHED**
  - (c) a copy of current policies of insurance taken out by the strata corporation. **CERTIFICATE OF INSURANCE ATTACHED**
- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:
- 6 A copy of the articles of the strata corporation is enclosed. **YES**
- 7 The following additional particulars are known to the vendor or have been supplied by the strata corporation: **REFER ATTACHED STATEMENT PURSUANT TO STRATA TITLES ACT 1988**
- 8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.

Name: **WHITTLES MANAGEMENT SERVICES PTY. LTD.**

Address: **176 FULLARTON ROAD DULWICH SA 5065**

**Note—**

- 1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)—(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains, the duplicate certificate of title for the common property and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- 2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- 3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.
- 4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

**Schedule—Division 3—Community lots and strata units**

**Matters to be considered in purchasing a community lot or strata unit**

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

## Governance

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

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

## Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

## Are you buying a debt?

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

## Expenses

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

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

## Guarantee

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

## Contracts

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

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

## Buying off the plan

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

## Mixed use developments—voting rights

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

## Further information

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

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

**Annexures**

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

SP 4636

Residential Tenancy Agreement and Extension

Statement pursuant to Strata Titles Act 1988

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

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**Acknowledgement of Receipt**

\*I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

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

\_\_\_\_\_  
Purchaser(s)

# Property Interest Report

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

Title Reference	CT 5025/566	Reference No. 2727056
Registered Proprietors	D O*COLWILL	Prepared 04/11/2025 11:29
Address of Property	Unit 7, 306 FULLARTON ROAD, FULLARTON, SA 5063	
Local Govt. Authority	THE CORPORATION OF THE CITY OF UNLEY	
Local Govt. Address	PO BOX 1 UNLEY SA 5061	

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

## Table of Particulars

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

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

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

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

- |     |   |   |
|-----|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
|-----|---|---|

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

## 7. Emergency Services Funding Act 1998

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

## 8. Environment Protection Act 1993

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

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

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

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

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

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

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

Act

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

**19. Land Tax Act 1936**

- |      |   |   |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

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

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

**21. Local Government Act 1999**

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

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

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

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

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

**24. Mining Act 1971**

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

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

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

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

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

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

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

### 34. *Water Industry Act 2012*

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

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

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

### 36. **Other charges**

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

## Other Particulars

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

---

## Certificate of Title

**Title Reference:** CT 5025/566  
**Status:** CURRENT  
**Edition:** 8

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 5025 Folio 566

**Parent Title(s)** CT 4175/450  
**Creating Dealing(s)** CONVERTED TITLE  
**Title Issued** 30/05/1991      **Edition** 8      **Edition Issued** 27/06/2025

### Estate Type

FEE SIMPLE (UNIT)

### Registered Proprietor

DARCY OLIVIA MARJORIE COLWILL  
OF UNIT 7 306 FULLARTON ROAD FULLARTON SA 5063

### Description of Land

UNIT 7 STRATA PLAN 4636  
IN THE AREA NAMED FULLARTON  
HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
14555652	MORTGAGE TO QUDOS MUTUAL LTD. (ACN: 087 650 557)

### Notations

<b>Dealings Affecting Title</b>	NIL
<b>Priority Notices</b>	NIL
<b>Notations on Plan</b>	NIL
<b>Registrar-General's Notes</b>	NIL
<b>Administrative Interests</b>	NIL

## Certificate of Title

**Title Reference** CT 5025/566  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 19446723  
**Address for Notices** UNIT 7, 306 FULLARTON RD FULLARTON, SA 5063  
**Area** NOT AVAILABLE

## Estate Type

Fee Simple (Unit)

## Registered Proprietor

DARCY OLIVIA MARJORIE COLWILL  
OF UNIT 7 306 FULLARTON ROAD FULLARTON SA 5063

## Description of Land

UNIT 7 STRATA PLAN 4636  
IN THE AREA NAMED FULLARTON  
HUNDRED OF ADELAIDE

## Last Sale Details

**Dealing Reference** TRANSFER (T) 13897316  
**Dealing Date** 14/10/2022  
**Sale Price** \$280,000  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14555652	QUDOS MUTUAL LTD. (ACN: 087 650 557)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
091722097*	CURRENT	Unit 7, 306 FULLARTON ROAD, FULLARTON, SA 5063

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

**Valuation Number** 091722097\*  
**Type** Site & Capital Value  
**Date of Valuation** 01/01/2025  
**Status** CURRENT  
**Operative From** 01/07/1981  
**Property Location** Unit 7, 306 FULLARTON ROAD, FULLARTON, SA 5063  
**Local Government** UNLEY  
**Owner Names** DARCY OLIVIA MARJORIE COLWILL  
**Owner Number** 19446723  
**Address for Notices** UNIT 7, 306 FULLARTON RD FULLARTON, SA 5063  
**Zone / Subzone** URN - Urban Renewal Neighbourhood  
**Water Available** Yes  
**Sewer Available** Yes  
**Land Use** 1321 - First Floor Home Unit  
**Description** H/UNIT CP  
**Local Government Description** Residential

## Parcels

Plan/Parcel	Title Reference(s)
S4636 UNIT 7	CT 5025/566

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$240,000	\$375,000			
Previous	\$192,000	\$325,000			

## Building Details

---

<b>Valuation Number</b>	091722097*
<b>Building Style</b>	Conventional
<b>Year Built</b>	1972
<b>Building Condition</b>	Basic
<b>Wall Construction</b>	Brick
<b>Roof Construction</b>	Tiled (Terra Cotta or Cement)
<b>Equivalent Main Area</b>	49 sqm
<b>Number of Main Rooms</b>	3

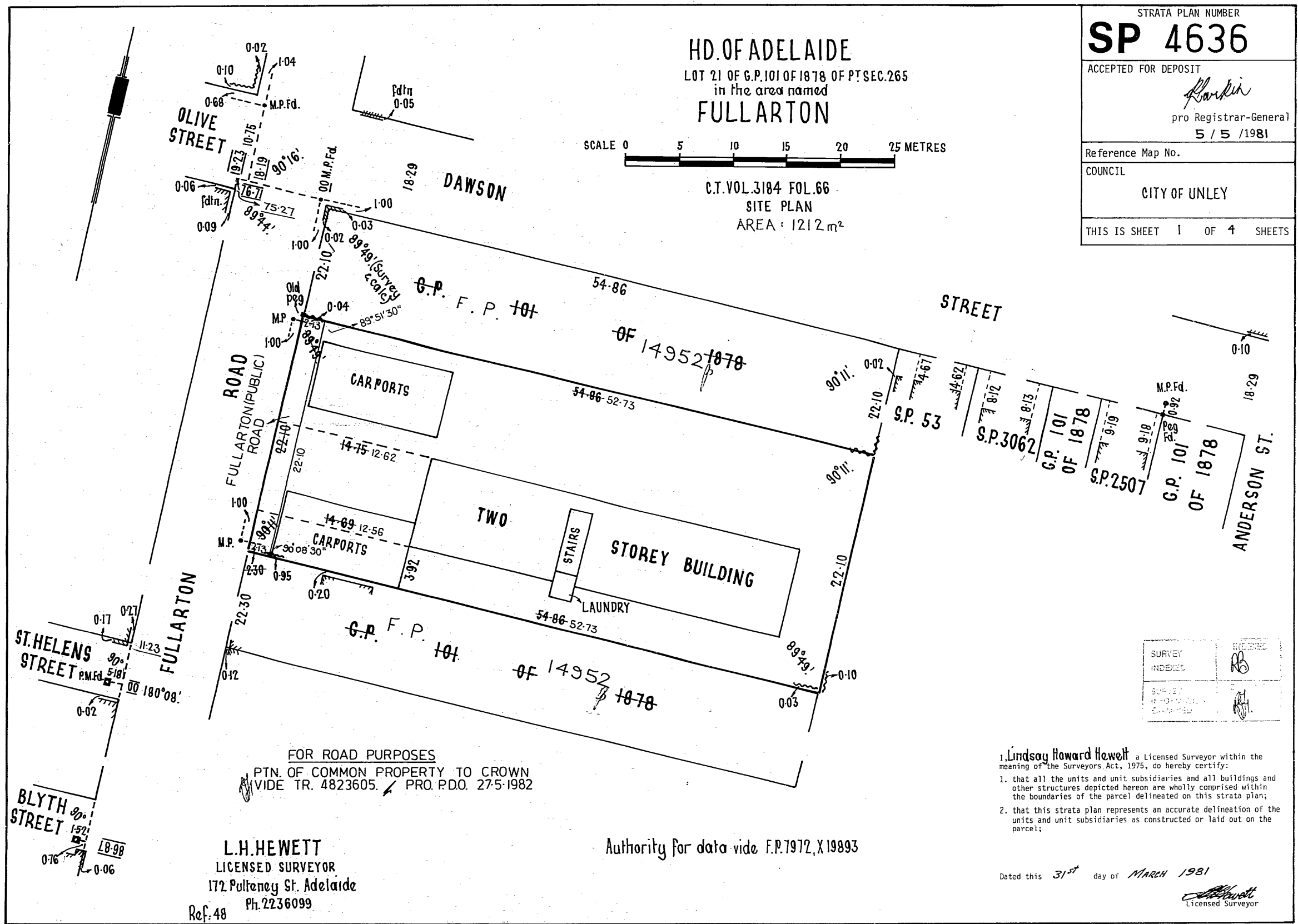
*Note – this information is not guaranteed by the Government of South Australia*

STRATA PLAN NUMBER  
**SP 4636**  
 ACCEPTED FOR DEPOSIT  
*Rankin*  
 pro Registrar-General  
 5 / 5 / 1981  
 Reference Map No.  
 COUNCIL  
 CITY OF UNLEY  
 THIS IS SHEET 1 OF 4 SHEETS

HD. OF ADELAIDE  
 LOT 21 OF G.P. 101 OF 1878 OF PT. SEC. 265  
 in the area named  
**FULLARTON**



C.T. VOL. 3184 FOL. 66  
 SITE PLAN  
 AREA: 1212 m<sup>2</sup>



FOR ROAD PURPOSES  
 PTN. OF COMMON PROPERTY TO CROWN  
 VIDE TR. 4823605. PRO. P.D.O. 27-5-1982

**L.H. HEWETT**  
 LICENSED SURVEYOR  
 172. Pallenty St. Adelaide  
 Ph. 2236099  
 Ref. 48

Authority for data vide F.P. 7972, X19893

SURVEY INDEXED	INDEXED
SURVEY IN-DEPT. FILED	FILED

1. **Lindsay Howard Hewett** a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify:  
 1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;  
 2. that this strata plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel;

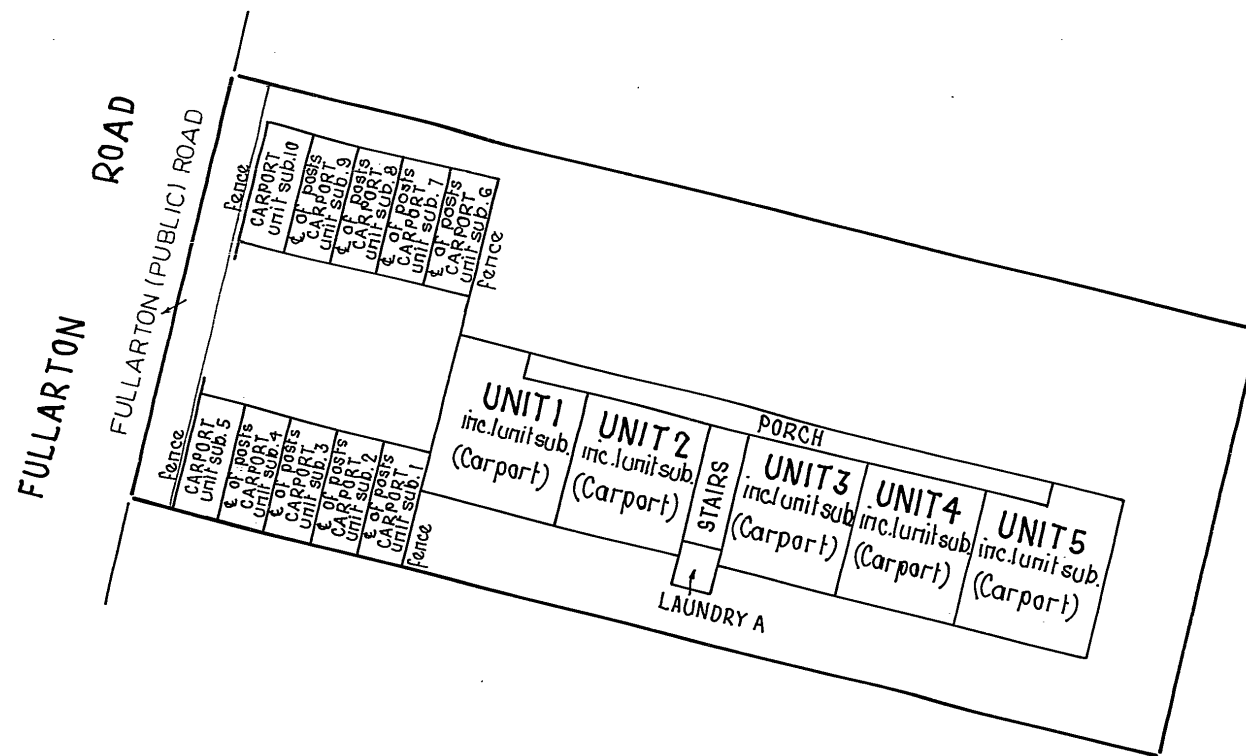
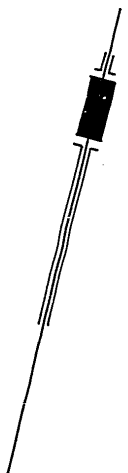
Dated this 31<sup>st</sup> day of MARCH 1981

*L.H. Hewett*  
 Licensed Surveyor

STRATA PLAN NUMBER  
**SP 4636**  
 ACCEPTED FOR DEPOSIT  
*[Signature]*  
 pro Registrar-General  
 5 / 5 / 1981  
 Reference Map No.  
 COUNCIL  
**CITY OF UNLEY**  
 THIS IS SHEET 2 OF 4 SHEETS

SCALE 0 5 10 15 20 25 METRES

GROUND FLOOR PLAN



FOR ROAD PURPOSES

PTN. OF COMMON PROPERTY TO CROWN  
 VIDE TR. 4823605. PRO. P.D. 27-5-1982

**L.H. HEWETT**  
 LICENSED SURVEYOR  
 172 Pulteney St. Adelaide  
 Ph. 2236099

Ref: 48

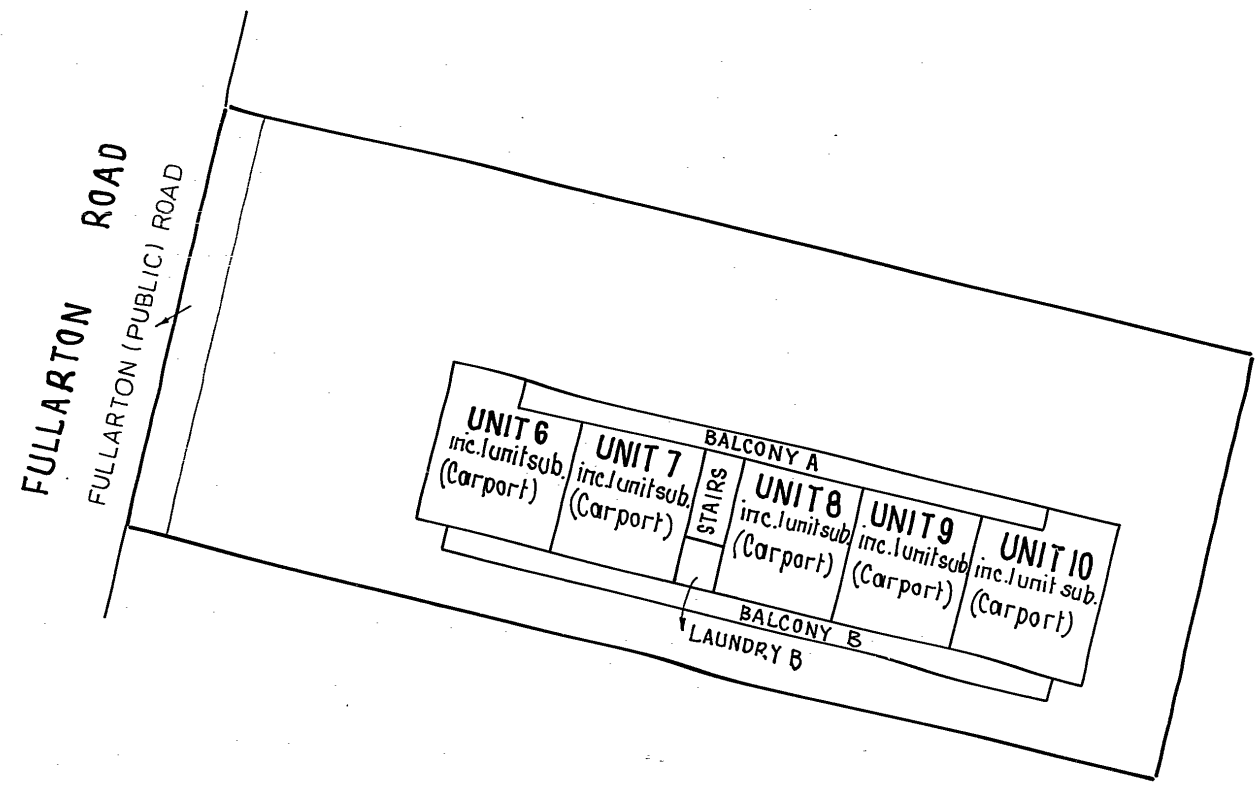
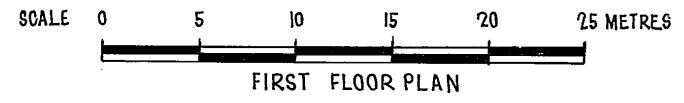
The boundary of a unit is midway between the inner and outer surfaces of the walls of the said unit.  
 The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of the unit.  
 The upper boundary of a unit subsidiary shown as porch, balcony, patio, carport, garage or carport is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or if not fully covered then 0.15 metres below the existing eaves of the units.  
 The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

STRATA PLAN NUMBER  
**SP 4636**

ACCEPTED FOR DEPOSIT  
*London*  
 pro Registrar-General  
 5 / 5 / 1981

Reference Map No.  
 COUNCIL  
 CITY OF UNLEY

THIS IS SHEET 3 OF 4 SHEETS



FOR ROAD PURPOSES  
 PTN. OF COMMON PROPERTY TO CROWN  
 VIDE TR.4823605. PRO. P.D.O. 275-1982

**L.H. HEWETT**  
 LICENSED SURVEYOR  
 172 Pulteney St. Adelaide  
 Ph. 2236099  
 Ref: 48

### SCHEDULE OF UNIT ENTITLEMENT

UNIT NO.	UNIT ENTITLEMENT	CURRENT C's of T.		UNIT NO.	UNIT ENTITLEMENT	CURRENT C's of T.	
		VOLUME	FOLIO			VOLUME	FOLIO
1	106						
2	97						
3	97						
4	94						
5	108						
6	105						
7	97						
8	94						
9	94						
10	108						
				AGGREGATE			
				COMMON PROPERTY			
				ROAD or RESERVE ALLOTMENTS			
AGGREGATE		1 000					

STRATA PLAN NUMBER  
**SP 4636**

Authenticated vide  
Application No. **4720606**  
and Accepted for Deposit

*[Signature]*

pro Registrar-General  
**5 / 5 / 1981**

THIS IS SHEET 4 OF 4 SHEETS

# Section 48 Notice

## This notice is to be retained by the Tenant



### Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. **AGENT:** Company Name/Legal Entity:

Company Representative:

ABN (if applicable):  RLA No:

Street 1:

Street 2:

Suburb:  State:  Postcode:

Telephone: W:  M:

Email:

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name:

Address for service of documents for Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:  State:  Postcode:

ABN (if applicable):

**LANDLORD 2:** Full Name:

Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:  State:  Postcode:

ABN (if applicable):

If landlord is a company, address of registered office of the company if different to above:

Street 1:

Street 2:

Suburb:  State:  Postcode:

Are there additional landlords?  Yes If yes, refer to Annexure - Additional Landlords

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)

Street 1:

Street 2:

Suburb:  State:  Postcode:

ABN (if applicable):

INITIALS

*Initials not required if using electronic signature*

# Section 48 Notice

## This notice is to be retained by the Tenant



### 4. EMBEDDED ELECTRICITY NETWORK (if applicable)

An embedded network is when the electrical wiring is configured in such a way as to allow the owner of the site to sell energy to all the tenants and residents based there. This can be found in apartment blocks, retirement villages, shopping centres and caravan parks.

The owner of the site that has an embedded network will usually buy energy from a energy retailer and then 'onsell' the energy to the different consumers at the site.

In many cases, the electricity will be cheaper than what is available from an authorised retailer. In addition, you have the following consumer protections:

- Flexible payment options if you are experiencing financial difficulty
- Clear and set time frames for receiving and paying bills
- Complaints handling arrangements
- Energy charges that are no higher than the standing offer prices that a local area retailer can charge contracted consumers
- Clear and reasonable disconnection procedures.

You may also have the option to buy your electricity from an authorised energy retailer if you so wish.

#### RETAILER FOR THE EMBEDDED NETWORK

Name:  ABN:

Website address:

Phone:  Email:

Applicable electricity tariffs:

#### METERING ARRANGEMENTS AND POTENTIAL COSTS

#### COST APPORTIONMENT PER KILOWATT HOUR FOR BUNDLED UTILITIES

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



**This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.**

1. **AGENT:** Company Name/Legal Entity:   
 Company Representative:   
 ABN (if applicable):  RLA No:   
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 Telephone: W:  M:   
 Email:   
 The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. **LANDLORD 1:** Full Name:   
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):   
**LANDLORD 2:** Full Name:   
 Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):   
 Are there additional landlords?  Yes If yes, refer to Annexure - Additional Landlords

3. **TENANT 1:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 2:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 3:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 4:** Full Name:  Telephone:   
 Email address for service of documents:   
 Are there additional Tenants?  Yes If yes, refer to Annexure - Additional Tenants

4. **PREMISES**  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:

5. **TERM**  
 Fixed: Commencement Date:  /  /  End Date:  /  /   
 Periodic: Commencement Date:  /  /  and continues until terminated in accordance with this Agreement

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



## 6. RENT

Amount: Words:  \$

Per (period):

Payable in advance:  Weekly  Fortnightly  Calendar monthly

Payments: First Payment of  on  /  /  with the

next payment of  on  /  /

and thereafter:  on the  of each

Payment Method:  Internet Transfer    Other

**Note:** Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

## 7. BOND

Words:  \$

## 8. OUTGOINGS (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of  kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (*specify*)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text" value="Water Usage"/>	<input type="text" value="As apportioned by Invoicing Agent"/>
<input type="text"/>	<input type="text"/>

## 9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises  Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord)  Tenant

## 10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

## 11. REPAIR INSTRUCTIONS

Always contact Agent

Nominated contact

Contact 1:

Name:  Telephone:

Contact 2:

Name:  Telephone:

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



## 12. PETS APPROVED PRIOR TO COMMENCEMENT OF TENANCY

Yes  N/A

If yes, refer to Annexure - Pet Agreement

## 13. ADDITIONAL CONDITIONS

N/A  As detailed below  See annexure

1. Vehicles are only to be parked in the designated area.
2. There is no smoking permitted inside the property.
3. The tenant agrees to maintain the entire garden, including watering, weeding and mowing of lawned areas. The tenant will be required to replace any plants or lawns that deteriorate due to lack of water/care.
4. All keys, remotes and appliance manuals supplied at the start of the tenancy must be returned.
5. Only those persons specified on the lease have been accepted to reside at the property permanently. No other persons can reside at the property without approval of the landlord. All subtenants must, prior to moving into the property, submit an application form for the landlords approval. The landlord has the right to deny any further applications.
6. Tenancy inspections will be carried out throughout the tenancy. At these inspections photos will be taken of the interior and exterior of the property where possible. These photos will be used to report the condition of the property to the agent & landlord.
7. Phone lines, antennae and cable tv sockets are excluded from the lease. Therefore the landlord will not be responsible for any fees associated with the connection of phone lines, antennae or cable TV, even if phone, antennae or cable TV sockets are installed at the premises.
8. No additional hooks or nails of any type are to be placed on any walls, doors or ceilings without prior written approval.
9. The tenant acknowledges and understands that if there is a change/amendment or assignment to the parties of the tenancy during the term of the original lease or subsequent lease renewals then an \$88 per hour facilitation fee applies.
10. Please refer to manufacturers' manuals for correct operation and cleaning of all appliances.
11. Please refer to Annexure A 'Articles of Strata' as this forms part of the agreement.
12. Please refer to 'Community Plan <RENAME THIS TO MATCH> By-Laws' as this forms part of the agreement.
13. The tenant is responsible to reimburse any costs that may be charged from Strata associated with CCTV Footage Retrieval during the tenancy.

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Terms and Conditions



## 1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Members" are the individuals and entities which hold current subscription and membership with REISA including but not limited to real estate agents;
- 2.7 "Personal information" is information as defined by the *Privacy Act 1988*;
- 2.8 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.9 "REISA" or "We" or "Us" means the Real Estate Institute of South Australia Limited;
- 2.10 "Property" means the Premises and the Ancillary Property (if any);
- 2.11 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.12 "Tenancy" means the duration of the occupancy or possession of the Property by this Agreement;
- 2.13 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.14 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

## 3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
  - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
  - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
  - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
  - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Terms and Conditions



- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
- 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
- 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.
- 3.2 The Tenant must not without the prior written consent of the Landlord:
- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
- 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
- 3.2.10 install any air-conditioning unit on or in the Premises;
- 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
- 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
- 3.2.13 place any advertisement, notice or sign on or in the Property;
- 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
- 3.2.15 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
- 3.2.16 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
- 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
- 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
- 3.3.4 hang washing anywhere other than in areas provided for that purpose;
- 3.3.5 use any communal laundry outside the times set by the Corporation.

## 4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
- 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
- 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
- 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
- 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;

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*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Terms and Conditions



4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.

4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

4.4.1 the rent will be increased to \$  per  on  /  /  ;  
and to \$  per  on  /  /  ; or

4.4.2 the rent increase can be calculated by the following method (set out details):

## 5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

5.1 this Agreement may only be terminated in accordance with the Act;

5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;

5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;

5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;

5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

## 6. COPYRIGHT AND INTELLECTUAL PROPERTY

The material in this Agreement is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content, compilation and/or data inserted into the Agreement are owned or controlled for these purposes, and are reserved, by Us.

## 7. PRIVACY

7.1 We respect your right to privacy and are committed to safeguarding your privacy. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988.

7.2 The Personal Information the Tenant provides in this Agreement, on other documents or collected from other sources including by being entered into forms generation software and /or on websites is necessary for the Agent to manage the Tenant's performance of its obligations under the Agreement and the Tenancy in general.

7.3 Personal information collected and stored about the Tenant prior to, during the course of the Tenancy and immediately following its termination or expiry or information already held on residential tenancy databases may be disclosed for the purpose for which it was collected to other parties including to the Landlord, referees, other agents, and third party operators of residential tenancy databases. If the Tenant fails to comply with its obligations under this Agreement, this fact and other relevant Personal Information collected about the Tenant may also be disclosed to the Landlord, third party operators of residential tenancy databases and/or other agents.

7.4 The Agent collects, stores and manages your Personal Information in accordance with its own privacy policy and/or practices.

7.5 By signing this Application, You expressly consent to the collection and use of the Personal Information as provided for in this Clause 7.

7.6 You authorise Us to collect, use and disclose Personal Information about you for the primary purpose of the supply or proposed supply to you of services and in accordance with our privacy policy available at [www.reisa.com.au](http://www.reisa.com.au).

## 8. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

## 9. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

## 10. GENERAL

10.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

10.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Execution Page



## EXECUTED AS AN AGREEMENT

### The Tenant(s) acknowledge receipt of:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Section 48 Notice  | <input checked="" type="checkbox"/> Number of Keys <input type="text" value="TBA"/>  |
| <input checked="" type="checkbox"/> A copy of this Agreement                                       | <input type="checkbox"/> Number of Remote control devices <input type="text"/>   |
| <input checked="" type="checkbox"/> Information Brochure ( <i>Residential Tenancies Act 1995</i> ) | <input checked="" type="checkbox"/> Strata Articles  |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies)                           | <input type="checkbox"/> Community Title By-laws   |
| <input checked="" type="checkbox"/> Manufacturers' Manuals - refer Annexure                        | <input type="checkbox"/> Statutory Notice for Short Term Tenancy   |
| <input type="checkbox"/> Additional fees and charges - refer Annexure                              | <input checked="" type="checkbox"/> Other <input type="text" value="All other items to be provided on 1st November 2024"/> |
| <input checked="" type="checkbox"/> Additional Conditions Annexure                                 | <input type="checkbox"/> Other <input type="text"/>  |

Signed by Tenant 1 *Pasquale Mazzone* Date: 26/10/2024

Tenant Name

Signed by Tenant 2 \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name

Signed by Tenant 3 \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name

Signed by Tenant 4 \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name

Signed by or on behalf of Landlord *Rachel Atherton* Date: 28/10/2024

Agent as authorised  Landlord

### Note:

- REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
- Use of this Agreement by a non-member of REISA is a breach of Copyright.

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**

# Residential Tenancy Agreement: Annexure - Manufacturers' Manuals or Written Instructions



Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

Facility	Model/Name (if applicable)	Tenant acknowledges receipt of manual or instructions
Manufacturers' manuals have been provided	via the Tenant Portal and are available to view at any time	<input checked="" type="checkbox"/>
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*Initials not required if using electronic signature*

# ANNEXURE A - RESIDENTIAL PROPERTY TENANCY AGREEMENT



This Annexure page is to be used only if there is insufficient space in the Schedule.  
 Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
<p>ARTICLES OF STRATA CORPORATION (Strata Titles Act 1988 Schedule 3)</p>	<p>1.(1)A unit holder must:-                      (a)maintain the unit in good repair                      (b)carry out any work ordered by a council or other public authority in respect of the unit</p> <p>(2)The occupier of a unit must keep it in a clean and tidy condition</p> <p>2.A person bound by these articles:-                      (a)must not obstruct the lawful use of the common property by any persons                      (b)must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors                      (c)must not make, or allow his or her customers, clients or visitors to make undue noise in or about any unit or the common property                      and                      (d)must not interfere, or allow his or her customers, clients or visitors to interfere with others in the enjoyment of their rights in relation to units or common property</p> <p>3.A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose</p> <p>4.Subject to the Strata Titles Act 1988, a person bound by these articles must not, without the strata corporations consent, keep any animal in, or in the vicinity of a unit.</p> <p>5.A person bound by these articles:-                      (a)must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorized by the strata corporation                      and                      (b)must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorized by the strata corporation</p> <p>6.A person bound by these articles, must not, without the consent of the strata corporation:-                      (a)damage any lawn, garden, tree, shrub, plant or flower on the common property                      or                      (b)use any portion of the common property for his or her own purposes as a garden</p> <p>7.A person bound by these articles must not:-                      (a)bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community                      or                      (b)allow refuse to accumulate so as to cause justified offence to others</p> <p>8.A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature:-                      (a)on part of his or her unit so as to be visible from outside the building                      or                      (b)on any part of the common property</p> <p>9.The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building</p> <p>10.The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance</p> <p>11.A person bound by these articles:-                      (a)must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered                      and                      (b)must comply, with all council by-laws relating to the disposal of garbage</p> <p>12.A unit holder must immediately notify the strata corporation of:-                      (a)any change in the ownership of the unit, or any change in the address of an owner                      (b)any change in the occupancy of the unit</p>

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*Initials not required if using electronic signature*

# Tenant Information Guide

*The information in this guide is a summary of the Residential Tenancies Act 1995. It has been prepared by Consumer and Business Services and gives general guidance only. It does not constitute legal advice and is not a substitute for the Residential Tenancies Act 1995.*

## Introduction

The *Residential Tenancies Act 1995* requires that a landlord or agent **must give the tenant this information guide** at the time that an agreement is entered into.

This guide sets out the **general rights and obligations of landlords and tenants** in respect of residential tenancy agreements entered into in South Australia.

It is inclusive of changes made to the *Residential Tenancies Act 1995* that **commenced as of 1 March 2024**.

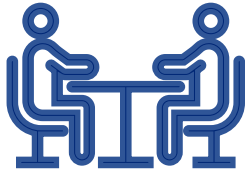


A residential tenancy agreement (sometimes called a lease) is formed when a person (landlord/agent) gives another person (tenant), the right to occupy premises in return for payment. Boarders, lodgers and rooming house residents may be treated differently.

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# The landlord/tenant relationship



Landlords and tenants both have rights and obligations when a residential tenancy agreement is entered into. Some of these rights and obligations cannot be changed, even if there is a mutual agreement made between the parties.

This guide outlines the central rights and obligations of both parties. For full details on rights and responsibilities please refer to the *Residential Tenancies Act 1995* (the Act).

A number of penalties and expiation fees have increased significantly since changes came into force on 1 March 2024. Please make yourself familiar with your obligations, rights and responsibilities, as you may be penalised for breaching your obligations.

If you have a query about your rights and obligations, contact Consumer and Business Services (CBS) on 131 882, or visit the Customer Service Centre at 4-6 Chesser Street, Adelaide.

Under a residential tenancy agreement, the landlord/tenant relationship begins when a landlord agrees to rent residential premises to a tenant. "Premises" includes the land and buildings contained on it.

However, a landlord and tenant may agree at the beginning of the tenancy to exclude certain parts of the premises as being for the landlord's use only.

A residential tenancy agreement can be written, verbal or even implied. It does not need to be in writing to be binding.

If parties wish to enter into a written residential tenancy agreement, examples of standard agreements or a copy of a standard lease agreement is available for free from the CBS Customer Service Centre, or at [www.sa.gov.au/tenancy/privaterentalforms](http://www.sa.gov.au/tenancy/privaterentalforms).

The landlord is obliged to provide the tenant with a copy of this written information guide.

The landlord must pay any cost associated with the preparation of a written residential tenancy agreement. There is to be no cost to the tenant.

## The landlord is obliged to:

- not invite offers for rent higher than the fixed amount in the residential tenancy agreement
- inform prospective tenants of any intention to sell the property
- provide the successful tenant with a written notice setting out the agent/landlord contact details (including the landlord's full name and postal or email address)
- provide existing tenants with at least 14 days notice if the property is to be sold
- provide the tenant with a copy of the residential tenancy agreement if the landlord has required the tenant to sign a written agreement
- complete and provide two signed inspection sheets and a copy of this information guide to the tenant at the commencement of the tenancy

- provide manuals, or written, or oral instructions for the operation of domestic appliances e.g. an air conditioner. Domestic appliances requiring instructions must also be listed in the tenancy agreement
- allow the tenant to pay rent by at least one means that doesn't involve the payment of cash, or the use of a rent collection agency
- provide the premises in a clean and reasonable state
- keep proper rent records and give proper receipts for any money received from the tenant. If the tenant pays rent into an account that is kept by the landlord or agent at a financial institution and the landlord or agent keeps a written record containing the information normally required on a receipt, a receipt does not have to be given to the tenant
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement if the water supply is separately metered, the tenant is responsible to pay for water usage and the water supply charge. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. Sewerage charges are always the responsibility of the landlord
- pay council rates, land tax charges, sewerage charges and any levies
- maintain and repair the premises (having regard to their age, character and prospective life)
- allow the tenant peace, comfort and privacy
- provide and maintain locks to ensure the premises are reasonably secure.

### **The tenant is obliged to:**

- not provide the landlord with false information about the tenant's identity or place of occupation
- pay the rent on time. If the tenant receives a Centrelink payment, the landlord may agree for the rent to be paid using Centrepay. (For details on Centrepay contact your nearest Centrelink Office.) If rent is paid electronically, it will be taken to be paid on the date the money is received in the landlord's account
- keep the premises in a reasonable state of cleanliness
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement:
  - if the water supply is separately metered, the tenant is responsible to pay for all water usage and the water supply charge
  - if there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined
  - sewerage charges and any levies are always the responsibility of the landlord
- not intentionally or negligently cause or allow damage to be caused to the premises
- notify the landlord of damage to the premises
- notify the landlord when repairs are needed
- not use the premises, or allow them to be used, for any illegal purpose
- not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises
- not fit any fixtures or make any alterations to the premises (including picture hooks, shelves and fences) without the landlord's permission.

## Landlord's right of entry to rented premises

A landlord can enter rented premises:

- in an emergency
- at a time previously arranged with the tenant, but not more often than once every week to collect rent
- to inspect the premises (not more often than once every 4 weeks) after giving 7 to 14 days written notice specifying the date, purpose of entry and an entry period of up to 2 hours
- to carry out garden maintenance at the request of the tenant, or at a time previously arranged with the tenant no more than 7 days before the day of entry, or after giving 7 to 14 days written notice
- to carry out necessary repairs (other than in an emergency) or maintenance (other than garden maintenance) at the request of the tenant or after giving at least 48 hours notice
- to show the premises to prospective tenants at the request of the tenant, or after giving reasonable notice to the tenant during the last 28 days of a tenancy
- at a time agreed by the tenant, or after giving reasonable notice to the tenant to show the premises to prospective purchasers no more than twice weekly
- to determine whether a breach has been remedied after the landlord has given the tenant notice of a breach of the residential tenancy agreement. No less than 7 and no more than 14 days written notice on a required form must be given
- if it is believed on a reasonable ground that the tenant has abandoned the premises
- for some other genuine purpose after giving 7 to 14 days written notice specifying the date, time and purpose of entry, or with the consent of the tenant.

**All entries by the landlord, or organised by the landlord, must take place between normal hours, unless agreed.**

**That is, 8am to 8pm on any day other than a Sunday or public holiday.**

# At the beginning of a tenancy

A landlord has the right to choose a suitable tenant. However, a person must not receive a payment from a prospective tenant to aid in their assessment or in their rating for suitability as a tenant.

Under the Act, it is illegal to discriminate against tenants with children. This does not apply if the landlord or agent lives in the premises the tenancy relates to.

Other laws against discrimination also exist under the *Equal Opportunity Act 1984*. For information about discrimination laws visit the Equal Opportunity Commission's website at

[www.equalopportunity.sa.gov.au](http://www.equalopportunity.sa.gov.au).

## Tenant Information

A person who holds tenant or prospective tenant personal information must take reasonable steps to protect the information from misuse and from unauthorised access. Information received about



prospective tenants must be destroyed within 30 days of the successful tenant entering into a tenancy or, if the prospective tenant consents, within 6 months. **A tenant's personal information must be destroyed within 3 years after the tenancy has ended.**

## Residential tenancy databases

A Residential Tenancy Database (RTD) is a commercial database containing information about tenancies, to be used by landlords when deciding whether to enter into a residential tenancy agreement with a person, not a database kept by an entity (such as a government department) for use of its officers, employees or agents.



A landlord or agent must tell a prospective tenant if they intend to use the services of a RTD to decide whether a residential tenancy agreement should be entered into. They must also tell the prospective tenant if they find that an RTD contains information about them and how the tenant can have the information amended or removed.

A landlord or agent must not list information on an RTD unless the tenant is given at least 14 days to review this information. A listing must be removed after 3 years.

## Types of lease agreements

There are two types of residential tenancy agreements:



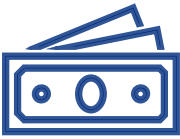
1. Periodic - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated
2. Fixed term - a specific start date and end date agreed upon at the beginning of the tenancy (e.g. 6 or 12 months).

The landlord and tenant's rights and obligations under both types of agreements are exactly the same. There are differences, however, in the conditions of termination.

A landlord must keep a copy of a written residential tenancy agreement and any variation of the agreement (in paper or electronic form) for 2 years after the tenancy has ended.

## Bond

For rental properties where the rent payable is \$800 per week and under, the landlord cannot ask for a bond that is more than four weeks rent.



For rent over \$800 per week, a landlord cannot ask for a bond that is more than 6 weeks rent.

**Money received as a bond must be receipted within 48 hours.** The receipt must show the date, the person's name, the amount and address of the premises for which the bond has been paid. All bonds (including any part payments) must be lodged with CBS within two weeks (or in the case of registered land agents, four weeks) of receipt.

The bond may be lodged together with a bond lodgement form (payment by Direct Debit, or cheque to the Residential Tenancies Fund), or online at [www.sa.gov.au/topics/housing/renting-and-letting/residential-bonds/lodging-a-bond](http://www.sa.gov.au/topics/housing/renting-and-letting/residential-bonds/lodging-a-bond).

A bond may be increased if at least 2 years have passed since the bond was paid or last increased. Where a bond is increased, the increase must be lodged with CBS within the required timeframe.

Housing SA issue bond guarantees to approved tenants; this guarantee is used in the same way as a cash bond and provides the same security for landlords. Bond guarantees do not become valid until they have been lodged with CBS and have received a lodgement number.

Housing SA will cancel a bond guarantee if it is not lodged with CBS by the 'lodge by' date shown on the front of the form. Whether or not a bond is paid, the Act applies to all residential tenancy agreements in South Australia.

## Inspection sheets

At the beginning of the tenancy the landlord is required to provide the tenant with two signed inspection sheets, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy.



After both inspection sheets have been completed and signed by the tenant, the tenant must keep one and return the other copy to the landlord. The inspection sheets may be adapted to suit particular premises.

Care should be taken when completing these forms, as they may be called upon in the event of a dispute or for repayment of the bond at the end of the tenancy.

**Inspection sheets should be kept throughout the tenancy. Care should be taken so that they are not lost or destroyed.**

## Rent in advance

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first 2 weeks rent. If 2 weeks rent is paid at the start of the tenancy, no rent is due until those 2 weeks have passed. Besides a bond and 2 weeks rent, the landlord cannot ask for any other money at the start of the tenancy.

# Rent increases

The landlord may increase the rent under the following circumstances:

## Where there is a fixed term agreement

- the rent cannot be increased during the term, unless the agreement includes a condition that specifically provides for an increase in rent and indicates how any rent increase will be calculated (e.g. in accordance with CPI)
- if the agreement provides for an increase, the rent can be increased after giving at least 60 days written notice, specifying the amount of the increase and the date on which the increase is to commence
- however, the date fixed for an increase must be at least 12 months after the commencement of the agreement or, at least 12 months since the last increase in rent (even if the increase is agreed between the landlord and tenant).

## Where there is a periodic agreement

- the rent can be increased after giving at least 60 days written notice, specifying the amount of the increase and the date on which the increase is to commence
- however, the date fixed for an increase must be at least 12 months after the commencement of the agreement or, at least 12 months since the last increase in rent (even if the increase is agreed between the landlord and tenant)
- with an offer of extension or new agreement, provided the rent was not increased in the previous 12 months.

Where specific rent increases are set out in the agreement and the dates on which the increases will occur are clearly defined, 60 days written notice is not required.

# Repairs and maintenance

The tenant must not cause damage to the premises. If damage does occur, the landlord should be notified as soon as possible. If a tenant intentionally or carelessly causes (or allows damage to be caused) to the premises, it is the tenant's responsibility to repair the damage.

If damage or repairs are needed due to normal wear and tear, or in any way that is not the tenant's fault, the landlord should be notified immediately. The landlord is responsible to repair and maintain the premises under these circumstances. If the landlord has not attended to the repair, or if the tenant has not been able to contact the landlord, the tenant may have emergency repairs carried out by a licensed tradesperson. If this happens, the tenant must get a written report from the tradesperson.

# Termination

The required forms, which must be used when issuing a notice of termination, are available from CBS and at [www.sa.gov.au/tenancy/privaterentalforms](http://www.sa.gov.au/tenancy/privaterentalforms).

## Periodic tenancy

The tenant may give 21 days written notice or a period equivalent to a single period of the tenancy, (whichever is the longer), to the landlord at any time.

For example, if the rent is paid weekly or fortnightly, the tenant is required to give 21 days notice. If the rent is paid calendar monthly, the tenant would need to give a calendar months notice.

The landlord may give written notice of termination at any time, as follows:

- where the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent - 60 days
- where the premises are required for demolition - 60 days
- where the premises have been sold, to be given any date from the signing of the contract of sale - 60 days
- where possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises - 60 days
- notice where no reason is given - 90 days.

## Fixed term tenancy

Unless mutually agreed, neither the landlord nor the tenant can terminate a fixed term agreement before the end of the term without being held responsible for costs associated with finding a new tenant. For further information, contact CBS for advice.

Either the landlord or the tenant may terminate a fixed term agreement at the end of the term after giving at least 28 days written notice. If this notice is not given by either party, the agreement will continue as a periodic tenancy.

At the end of a fixed term tenancy, if 28 days notice is given to a tenant and the tenant has not vacated the premises, the landlord may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order for possession of the premises.

## Termination for breach of agreement

Both the landlord and the tenant can give a termination notice on the required form to the other for a breach of the conditions of the residential tenancy agreement. A tenant has 7 days from receiving notification to remedy the breach.

If the landlord has served a valid termination notice for breach of contract or rent arrears of more than 14 days and the breach or rent arrears is not rectified within 7 days, the tenancy may terminate when the notice expires. If vacant possession is not given by the requested date, the landlord may apply to SACAT for an order of possession. Only a SACAT bailiff can enforce an order for vacant possession.

If a party (the respondent) disputes the termination notice, they can apply to SACAT for an order stating that they are not in breach or that the breach has been fixed.

If a notice of termination is served for rent arrears on at least 2 occasions in a 12-month period, the landlord may make application to SACAT for vacant possession without first serving a third breach notice on the tenant.

## **Termination for frustrated agreement**

A landlord or tenant may terminate a residential tenancy agreement if the premises or a substantial portion of the premises are uninhabitable or are no longer able to be used for residential purposes or have been acquired by compulsory process.

The landlord must provide at least 60 days notice to the tenant and the tenant may provide notice that the agreement will terminate immediately.

## **Termination by tenant if premises for sale**

The tenant can terminate a tenancy if within 2 months after the start of the agreement the landlord enters into a contract for the sale of the premises and the landlord did not advise the tenant of the intention to sell before the agreement was entered into.

## **Termination for undue hardship**

Under the Act, if continuing the tenancy would cause undue hardship to either the landlord or the tenant, an application can be lodged with SACAT for termination of the tenancy. Generally, 'undue hardship' does not include financial difficulties.

## **Refund of bond**

The bond money belongs to the tenant. It is important for the tenant to arrange for the bond to be refunded when the tenancy ends.

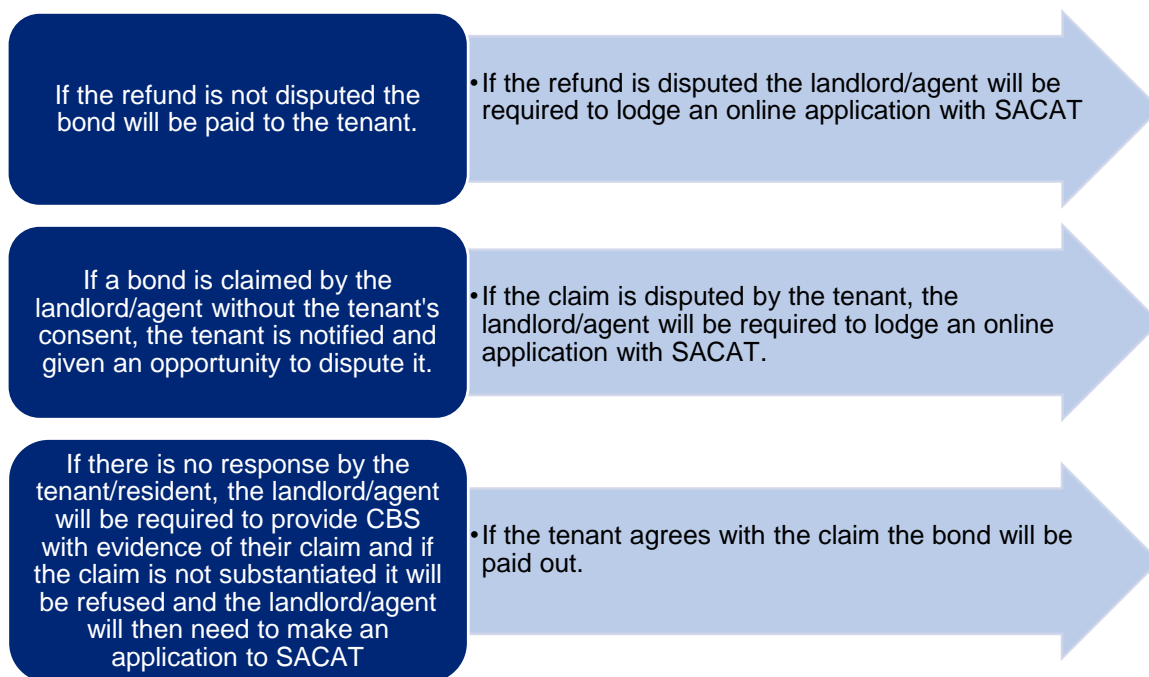
It is important for the tenant to provide their landlord/agent or CBS with their forwarding address so they can be informed of the bond refund process.

## **Where parties agree**

At the end of the tenancy when the tenant and landlord agree how the bond is to be repaid, the bond can be refunded by submitting a claim online or lodging a bond refund form. If a bond refund form is lodged, it should be completed and signed by both parties (signature verification must be provided). The bond can be paid via electronic funds transfer, or a cheque may be posted.

## Notice of claim

If a bond is requested by the tenant without the landlord/agent's consent, the landlord/agent is notified and given an opportunity to dispute it.



## Disputed bonds

A bond dispute will be referred to SACAT which will list the matter for a conference or hearing. If an agreement cannot be reached at a conference, a full hearing may be set down for a later date.

If a dispute arises over how the bond should be refunded, either party can contact CBS for advice on 131 882.

RentRight SA can provide free and independent advocacy support at SACAT. For more information about its services call 1800 060 462 or email [rentrightsa@syc.net.au](mailto:rentrightsa@syc.net.au).

## Unclaimed money

If a bond has been paid for a property rented in the past and the refund of that bond has not been applied for, that bond may still be held in the Residential Tenancies Fund. After providing details about the tenancy in question (that is, the exact address, the other party's name, the bond amount and proof of identity), CBS can refund the bond accordingly.

If you believe there is unclaimed money belonging to you held in the Fund, please check the bond status register at <https://secure.cbs.sa.gov.au/OLR/IVR/public/CheckBondStatus.php> or contact CBS on 131 882.

## Sub-letting and assignment

A tenant has the right, with the landlord's written approval, to sub-let the rental premises, or assign their interest to another party. The landlord cannot unreasonably refuse tenants sub-letting rental properties and may only seek reasonable expenses arising from the sub-letting of premises.

- To 'sub-let' means that a tenant rents out all or part of the premises to someone else, and in effect becomes the landlord to the subtenant.
- To 'assign' means to transfer a tenancy to someone else. That does not mean, however, that the original tenant no longer has responsibility for the tenancy.
- Before sub-letting or assigning a tenancy, it is advisable to first contact CBS.

## Dispute resolution

It is the role of CBS to give information to landlords and tenants. Any party to a residential tenancy dispute may apply to SACAT.

SACAT may, either before or during the hearing of proceedings, appoint a mediator to achieve a negotiated settlement. SACAT may also refer the matter to a conference or hearing.

If you are a party to a tenancy dispute and require advice, contact CBS on [131 882](tel:131882).

### SACAT hearings

SACAT is an independent specialist Tribunal that provides a prompt and informal way of determining disputes between landlords and tenants. Both landlords and tenants may apply to SACAT to have disputes determined.

There is a cost to apply to SACAT. Members of SACAT conduct hearings with a minimum of formality. Both parties are expected to attend and usually present their own cases. SACAT is located at Level 4, 100 Pirie Street, Adelaide and can be contacted on free call [1800 723 767](tel:1800723767) or visit [sacat.sa.gov.au](http://sacat.sa.gov.au).

## Community housing organisations

Community housing providers and housing co-operatives are community managed organisations. They provide affordable housing for people on low incomes or with special housing needs who can't access or maintain other forms of accommodation.

The tenants of community housing organisations are covered by the Act, but there are some sections that are varied or don't apply. Community housing organisations can apply to SACAT for further exemptions or variations of a section of the Act.

For information about accommodation through a community housing organisation visit [Renting from a community group](#) on the sa.gov.au website.

## More information

For more detailed information and advice about tenancy matters, contact:

### Consumer and Business Services

Customer Service Centre

4-6 Chesser Street

ADELAIDE SA 5000

(GPO Box 965, ADELAIDE SA 5001)

Telephone: 131 882

Website: [SA.GOV.AU - Renting \(www.sa.gov.au\)](http://SA.GOV.AU - Renting (www.sa.gov.au))

### Regional CBS office

9 Mackay Street, PORT AUGUSTA

**Bond lodgement facilities** are available at Service SA offices located at:

- Berri
- Gawler
- Kadina
- Mount Gambier
- Murray Bridge
- Naracoorte
- Port Augusta
- Port Lincoln
- Port Pirie
- Whyalla

Please note, only cash, cheque or money orders can be taken at these offices.

# Translating and Interpreting Service

If you have difficulty in understanding this pamphlet ring the Translating and Interpreting Service on 131-450. Don't hang up, your call will be answered (Local call cost only).

## Amharic / አማርኛ

ይህን መጽሔት ለመረዳት ችግር ካለዎት ፡ ለተርጉም አገልግሎት በተለይ ቁጥር 131-450 ብለን ለማድረግ ፡ ጽደቅ ፡ ጽደቅ ለማስመዘን ፡ ተለይቶ ለተገኘት ፡ (በውስጥ ጥሪ ጥጋታ ብቻ)

## Arabic / عربي

إذا كنت تجد صعوبة في فهم هذه النشرة ، إتصل هاتفياً بخدمة الترجمة الكتابية والشفوية (Translating and Interpreting Service) على الرقم 131-450. لا تُغفل الخطأ ، لأنه سوف يتم الرد على مكالماتك (تكاليف مكالمات محلية فقط)

## Chinese / 中文

如果您不能理解本手册，請打電話到翻譯及傳譯服務處 (Translation and Interpreting Service) • 電話號碼 131-450 • 請耐心等待 • 有人接您的電話 (按當地電話收費) ☉

## Croatian/Hrvatski

Ako Vam je teško razumijeti ovu brošuru, nazovite Službu tumačenja i prevodjenja na 131-450. Nemojte spustiti slušalicu, na vaš poziv će biti odgovoreno (za cijenu mjesnog poziva).

## Greek/ Ελληνικά

Αν δυσκολεύεστε να καταλάβετε αυτό το φυλλάδιο τηλεφωνήστε στην Υπηρεσία Μετάφρασης και Διερμηνείας Τηλέφωνο 131 450. Μην κλείσετε το τηλέφωνο, το τη λεφώνημά σας θα απαντηθεί (Χρέωση για α τοπι κό τή εφώνημα μόνο).

## Hazaragi

اگر دانستن این رساله بری تان مشکله، به خدمات ترجمه کتبی و شفاهی (Translating and Interpreting Service) به شماره 450 131 زنگ بزنن. تلفون را قطع نکنن، به تلفون شما جواب دانه موشه (صرف با هزینه تماس محلی)

Hungarian/Magyar

Ha nem érti ezt a nyomtatványt, mert nem beszél angolul, hívja a Fordító és Tolmács Szolgálatot a 131-450 telefonszámon (helyi hívásnak számít). Kérjük, várjon, amíg hívására valaki válaszol.

Italian/Italiano

Se avete difficoltà a cap ire questo opuscolo telef onate al Servizio Traduzione e Interpretariato (Translating and Interpreting Service) Tel. 131-450. Non mettete giù il telefono, qualcuno risponderà alla vostra chiamata (il costo è uguale ad una telefonata locale).

Khmer / ខ្មែរ

ប្រសិនបើអ្នក មានការពិបាក មិនយល់ស្ទើរអ្វីក៏មានទេ: ចូរហៅទូរស័ព្ទ ទោកទ្រង់(ឮកម្រិតប្រកាសា តាម លេខ 131-450 ។ ចូរកុំដាក់ប្រដាប់ទូរស័ព្ទចុះ គេនឹងឆ្លើយតបទោការហៅរបស់អ្នក (ការហៅទូរស័ព្ទរបស់អ្នក គិតតាមតម្លៃលើហៅក្នុងតំបន់)។

فارسی / Persian

چنانچه مشکلی در فهم این جزوه دارید لطفاً به اداره خدمات مترجمی به شماره 131 450 تلفن فرمائید. کوشی را زمین نگذارید ، جواب تلفن شما داده خواهد شد . ( هزینه تلفن محلی )

Polish /Polski

Jeżeli mają państwo trudności ze zrozumieniem tej broszury proszę zadzwonić do biura tłumaczy *Translating and Interpreting Service* pod numer 131-450. Proszę nie odkładać słuchawki, ktoś odbierze telefon. (W cenie rozmowy miejscowej).

Portuguese/ Português

Se tem dificuldade em compreender este panfleto, ligue para o Translating and Interpreting Service / Serviço de Tradutores e Intérpretes, telefone número 131-450. Não desligue pois a sua chamada será atendida (pelo custo de uma chamada local apenas).

Romanian/Română

Dacă aveți dificultăți în înțelegerea acestei broșuri, vă rugăm să luați legătura cu Serviciul pentru Traduceri și Interpretări, la numărul 131-450. Nu închideți telefonul, vi se va răspunde. (Costul este cel al unei convorbiri locale).

Russian/Русский

Если у Вас возникнут трудности в понимании содержания этой брошюры, позвоните в Службу переводов по номеру 131 450. Не вешайте трубку, Вам ответят (по стоимости только местного звонка).

Serbian/СРПСКИ

Ako imate tешkoћа у комуникацији на енглеском језику позовите службу за тумачење И превођење на телефон број 131-450. Немојте да спустите слушалицу, добићете одговор на ваш позив (цена локалног позива).

Spanish/Español

Si tiene dificultades en entender este panfleto llame al Servicio de Interpretación y Traducción al 131-450. Por favor no cuelgue, su llamado será atendido. (Al costo de una llamada local).

Tamil

இந்தத் துண்டுப் பிரசுரத்தைப் புரிந்து கொள்வதில் சிரமம் இருந்தால், நீங்கள் 131 450 எனும் தொலைபேசியில் மொழிபெயர்ப்பு மற்றும் உரைபெயர்ப்பு சேவையை அழையுங்கள். தொலைபேசியை வைக்காதீர்கள், உங்கள் அழைப்புக்குப் பதில் கிடைக்கும். (உள்ளூர் அழைப்புக் கட்டணம் மட்டுமே)

Tigrigna / ትግርግ

ዛህ መጽሐፍት ምርጫ ለንተሳይዎት : ናብ ተርጉም ላኪጎት ብዘጸራ ኑሲን 131-450 ኢህኡም ደውሉ ። ደውሉም ከምህሉም ለላዎሉ : ኑሲን ላይተዎሉም ። ( ብውጥባዊ ጸውዒት ቁጥ ፲፭፻፩ )

Turkish/Türkçe

Eğer bu broşürü anlamakta güçlükçekiyorsanız Çeviri ve Tercümanlık bürosunu 131-450 numaradan arayınız. Telefonu kapatmayınız, size yanıt verilecektir (sadece şehirçi telefon ücreti karşılığı).

Ukrainian/Українська

Якщо Ви маєте труднощі з розумінням цієї брошури, **будь ласка**, потелефонуйте до Служби **перекладів по номеру** 131 450. Не **кладіть трубку**, Вам **буде дано відповідь** (вартістю лише місцевого **виклику**).

Vietnamese/Việt Ngữ

Nếu quý vị gặp khó khăn trong việc hiểu tài liệu này, xin hãy gọi điện thoại cho Dịch Vụ Thông Phiên Dịch (Translating and Interpreting Service) qua số 131-450. Xin quý vị đừng gác ống nghe, cú gọi của quý vị sẽ được trả lời (Phí tổn điện thoại chỉ bằng một **CÚ** gọi trong địa phương mà thôi).

# Notice to Tenant of Lease Extension

(Note: Do not use this form for periodic or short fixed term tenancies)



To:

Tenant 1: Pasquale Mazzone

Tenant 2: \_\_\_\_\_

Tenant 3: \_\_\_\_\_

Tenant 4: \_\_\_\_\_

Tenant 5: \_\_\_\_\_

Tenant 6: \_\_\_\_\_

(name of tenant/s)

Address of rented premises:

Street: 7/306 Fullarton Road

Suburb: Fullarton State: SA Postcode: 5063

I give you notice that your current lease expires on 30 / 10 / 2025

(insert date)

I wish to offer you an extension of your lease for a further 12 months ~~\_\_\_\_\_ weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 29 / 10 / 2026

(insert date)

Your current rent is \$ 450.00 per week

(amount)

(rental period e.g. - fortnight)

The rent will be increased  will not be increased  will be decreased

(Tick one only)

~~The rent will be \$ \_\_\_\_\_ per \_\_\_\_\_ with the first payment due on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_~~

(amount)

(rental period e.g. - fortnight)

(date)

The Terms of your lease are varied as follows and if not varied then remain the same:

N/A  As detailed below  See annexure

To accept, sign this form and send to your landlord/agent by: 01 / 10 / 2025

(If the date is not at least 60 days before the lease term is due to end, the landlord may not be in a position to provide the required notice to terminate the fixed term tenancy upon nonacceptance of the lease extension)

### IMPORTANT INFORMATION:

- If you want to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17 - Notice of termination by tenant at end of fixed term tenancy) to end the agreement.
- If you do not return this form, the landlord may give at least 60 days written notice (Form 9 - Notice of termination by landlord at end of fixed term tenancy) to end the agreement (on a prescribed ground).
- If the lease is not extended and the required notice period is not given by either party the agreement will continue as periodic.

# Notice to Tenant of Lease Extension

(Note: Do not use this form for periodic or short fixed term tenancies)



## Tenant Acknowledgement:

I/We wish to accept the offered lease extension for this premises.

Note: If you do not accept this offer you must give your landlord/agent at least 28 days written notice (Form 17 - Notice of termination by tenant at end of fixed term tenancy) if you choose to end the agreement

Signature of Tenant 1 *Pasquale Mazzone* Date: 30/07/2025  
 Tenant Full Name Pasquale Mazzone

Signature of Tenant 2 \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant Full Name \_\_\_\_\_

Signature of Tenant 3 \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant Full Name \_\_\_\_\_

Signature of Tenant 4 \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant Full Name \_\_\_\_\_

Signature of Tenant 5 \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant Full Name \_\_\_\_\_

Signature of Tenant 6 \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant Full Name \_\_\_\_\_

Signature of the Landlord/Agent *Rachel Atherton* Date: 30/07/2025  
 Agent as authorised  Landlord Rachel Atherton

Form 1 On Frome  
 UNIT 1  
 147 Frome Street  
 ADELAIDE SA 5000

Date: 5 November 2025  
 Cert. No: 25509  
 Ref. No: COLWILL:11422

**REQUEST FOR PROPERTY INFORMATION**

Further to your request Council now provides that information required of it pursuant to the Local Government Act and the Land and Business (Sale and Conveyancing) Act.

**PROPERTY ADDRESS:** 7 / 306 Fullarton Road, Fullarton SA 5063  
 Owner: D O M Colwill  
 C/- Ouwens Casserly Property Management  
 210 Greenhill Road  
 EASTWOOD SA 5063

**PROPERTY DESCRIPTION**

Assessment No:	8121 6	Valuer Gen No:	091722097*
Section / Lot:	SP 4636 Unit 7		
Volume / Folio	CT-5025/566		
Ward	Parkside	Hundred:	Adelaide

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

Rates and Fines in Arrears	\$0.00
Rates and Charges for current Fiscal Year (2025/26) which were adopted by Council on the 23 June 2025 and payable on or before 1 September 2025	\$1,048.20
*Less Council Rebate	\$0.00
Fines and Interest for current Fiscal Year	\$ 0.00
Sundry other charges upon the Land	\$0.00
Less Payments/Adjustments Received	(\$ 262.20)
Balance	
• rates and other monies due and payable includes legal costs, solicitors fees etc.	\$786.00
<b>TOTAL BALANCE</b>	<b>\$786.00</b>

**\*Please note:** this certificate is valid for 30 days from the date of issue. A subsequent search will be required after this period.

Authorised Officer 

The following information is provided by council pursuant to the **Land and Business (Sale and Conveyancing) Act 1994** and the **Local Government Act**.

**ADVISORY NOTE**

**Building Fire Risk**

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchases should take reasonable steps to determine if ACP has been identified on any building on the land, and also the status of any required remediation works related to the presence of ACP on such building.

**Part 3 – Development Plan  
Development Act 1993**

Description of Zone: N/A

State Heritage Place pursuant to the Heritage Act N/A

Local Heritage Place pursuant to the Development Act N/A

Significant Tree pursuant to the Development Plan on property N/A

**For updated zoning information, refer to the PlanSA Section 7 Report attached.**

**Section 42 – Condition(s) (that continue to apply) of a development authorisation.**

(Note: this applies to all approvals under any development, planning or building legislation)

APPLICATION NUMBER: 090/159/1980/DA

**Description of Development: Alterations and additions to flats**

**Development Approval: 14-Jan-1981**

This application is subject to the following conditions:

That a detailed landscaping plan, which indicates the species and location of proposed trees and shrubs on the site, be submitted for approval by the City Planner prior to the extension being occupied.

That the landscaping, as approved by the City Planner, be established prior to occupation of the development and that the landscaping and site be generally maintained to the reasonable satisfaction of Council at all times.

The driveway and car parking areas to be surfaced, drained and marked to the reasonable satisfaction of Council prior to the development being occupied.

**Please Note** that any City of Unley Development Approval land division condition which details the Development Assessment Commission’s requirements regarding payment of moneys into the Planning and Development Fund should be considered as a note and does not constitute an ongoing City of Unley condition of development approval.

**Repealed Act conditions** (that continue to apply) of approvals or authorisations granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed).

(Note: For Repealed Act conditions, please view under “Section 42 – Condition(s) (that continue to apply) of a development authorisation”. Applications from 1994 onwards (ie *Development Act, 1993* conditions) are **not** included in the Repealed Act conditions.)

**Part 2 – Items to be included if land affected**

**Development Act 1993**

Section 50(1) – Requirement to vest land in Council or the Crown to be held as open-space. **N/A**

Section 50(2) – Requirement to vest land in Council or the Crown to be held as open-space. **N/A**

Order under Section 55 of the Development Act, 1993 to remove work or notice or order under Section 56 of that Act to complete development. **N/A**

Land Management Agreement under Section 57 of the Development Act, 1993 (and under Planning Act, 1982). **N/A**

Emergency order under Section 69 of the Development Act, 1993. **N/A**

Fire Safety Notice under Section 71 of the Development Act, 1993. **N/A**

Enforcement Notice under Section 84 or Order under Sections 85(6), 85(10) of the Development Act, 1993. **N/A**

Proceedings under Division 2 of Part 11 of the Development Act, 1993. **N/A**

**Fire and Emergency Services Act 2005**

Section 56 – Notice of action required concerning flammable materials on land **N/A**

Section 83 – Notice of action required to protect against outbreak or spread of fire **N/A**

**Food Act 2001**

Section 44 – Improvement Notice N/A

Section 46 – Prohibition Order N/A

**Housing Improvement Act 2016**

Section 23 – Declaration that house is undesirable or unfit for human habitation N/A

Date of Declaration N/A

Particulars required to be provided under Section 23 N/A

**Local Government Act**

For information pursuant to Local Government Act, 1934 and charges against the land, see front page.

For information pursuant to Local Government Act, 1999 and charges against the land, see front page.

**Local Nuisance and Litter Control Act 2016**

Section 30 – Nuisance or litter abatement notice N/A

**Planning, Development and Infrastructure Act 2016**

Part 5 – Planning and Design Code

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

**Refer to the PlanSA Section 7 Report attached.**

Is the land situated in a State Heritage place? Refer attached report

Is the land designated as a place of local heritage value? Refer attached report

Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land? Refer attached report

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

**Refer to PlanSA** - [https://plan.sa.gov.au/have\\_your\\_say/code-amendments](https://plan.sa.gov.au/have_your_say/code-amendments)

Section 141 – Order to remove or perform work No

Section 142 – Notice to complete development No

Section 155 – Emergency Order No

Section 157 – Fire safety notice No

Section 192 or 193 Land Management Agreement No

Section 198(1) – Requirement to vest land in the Council to be held as private open space No

Section 198(2) – Requirement to vest land in the Council to be held as No

private open space  
Part 16 Division 1 – Proceedings No  
Section 213 – Enforcement notice No  
Section 214(6),214(10) or 222 – Enforcement Order No

**South Australian Public Health Act 2011**

Section 92 – Notice N/A  
South Australian Public Health (*Wastewater*) *Regulations 2013* Part 4- N/A  
Condition (that continues to apply) of an approval

**Building Indemnity Insurance**

(Building Indemnity Insurance only applies to domestic building work that requires Development Approval, is more than \$12,000 in value and commenced after 1 May 1987. The insurance is only applicable for the first five years after completion of the building work and does not apply to domestic building work undertaken by 'Owner/Builders'). If no details appear below, no applicable Building Indemnity Insurance details exist.

**Further information held by councils**

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

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

**NO**

**Note:**

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

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

It should be noted that:

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

**ENQUIRIES**

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

If there are any further or specific queries please contact Council.

**AUTHORISED OFFICER**

# Data Extract for Section 7 search purposes

Valuation ID 091722097\*

**Data Extract Date:** 06/11/2025

## Important Information

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

**Parcel ID:** S4636 UN7

**Certificate Title:** CT5025/566

**Property Address:** UNIT 7 306 FULLARTON RD FULLARTON SA 5063

## Zones

Urban Renewal Neighbourhood (URN)

## Subzones

No

## Zoning overlays

### Overlays

#### **Airport Building Heights (Regulated) (All structures over 45 metres)**

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

#### **Affordable Housing**

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

#### **Major Urban Transport Routes**

The Major Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along major urban transport routes.

#### **Noise and Air Emissions**

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

#### **Prescribed Wells Area**

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

### **Regulated and Significant Tree**

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

### **Stormwater Management**

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

### **Traffic Generating Development**

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

### **Urban Tree Canopy**

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

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

No

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

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

### **Is the land designated as a Local Heritage Place**

No

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

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

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

No

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

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

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

## Associated Development Authorisation Information

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

No

## Land Management Agreement (LMA)

No

Account Number 091722097*	L.T.O Reference CT5025566	Date of issue 5/11/2025	Agent No. 7627	Receipt No. 2727056
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FORM 1 ON FROME  
LEVEL 1 147 FROME ST  
ADELAIDE SA 5000  
info@form1onfrome.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: D O COLWILL  
Location: U7 306 FULLARTON RD FULLARTON UNIT 7  
Description: H/UNIT CP                      Capital Value: \$ 375 000  
Rating: Residential

### Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/1981	Water rates	164.60
Sewer main available:	1/7/1981	Sewer rates	188.00
		Water use	0.00
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	352.60CR
		Balance outstanding	0.00

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

Next quarterly charges:    Water supply: 82.30                      Sewer: 94.00                      Bill: 14/1/2026

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This account has no meter of its own but is supplied from account no 09 17220 90 2.

The Water Use apportionment option is Nil.

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

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

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



## South Australian Water Corporation

Name: **Water & Sewer Account**  
D O COLWILL Acct. No.: 091722097\* Amount: \_\_\_\_\_

Address:  
U7 306 FULLARTON RD FULLARTON UNIT  
7

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	091722097*



Bill code: 8888 Ref: 09172209710
-------------------------------------

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 091722097\*





ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2727056

FORM 1 ON FROME  
L1/147 FROME ST  
ADELAIDE SA 5000

**DATE OF ISSUE**  
04/11/2025

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

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
19446723	D O COLWILL			
<b>PROPERTY DESCRIPTION</b>				
7 / 306 FULLARTON RD / FULLARTON SA 5063 / UNIT 7				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
091722097*	CT 5025/566	\$375,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
	<b>FIXED CHARGE</b>	\$	50.00	
	<b>+ VARIABLE CHARGE</b>	\$	126.90	
	<b>- REMISSION</b>	\$	76.35	
	<b>- CONCESSION</b>	\$	0.00	
	<b>+ ARREARS / - PAYMENTS</b>	\$	-100.55	
	<b>= AMOUNT PAYABLE</b>	\$	0.00	
<b>FINANCIAL YEAR</b>				
2025-2026				

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

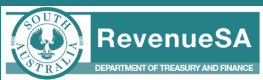
**EXPIRY DATE** 02/02/2026



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7010682214</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.**



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2727056

DATE OF ISSUE

04/11/2025

FORM 1 ON FROME  
L1/147 FROME ST  
ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NAME**

D O COLWILL

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

7 / 306 FULLARTON RD / FULLARTON SA 5063 / UNIT 7

**ASSESSMENT NUMBER**

091722097\*

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5025/566

**TAXABLE SITE VALUE**

\$240,000.00

**AREA**

0.0000 HA

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

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

**Please Note:**

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

**ON OR BEFORE**

**02/02/2026**



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7010682123</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice to:</b> <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.**



Better communities.  
The Whittles way.

176 Fullarton Road  
Dulwich SA 5065

08 8291 2300  
whittles.com.au

06/11/25

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

FORM 1 ON FROME  
LEVEL 1 , 147 FROME STREET  
ADELAIDE , SA, 5001

Dear Sir/Madam

**RE:** Strata Corporation 4636 Inc.  
306 FULLARTON ROAD, FULLARTON  
ABN: 63649531769  
Unit: 00007  
OWNER: D O M Colwill

The following details are provided pursuant to your request for information under the Strata Titles Act 1988.

**Unit Entitlement Value:**

The Unit Entitlement Value is 97 of a total 1000.

**Financial Status of the Unit Owner:**

The contribution payable to the Administration Fund is currently \$437.00 per quarter paid to 14/11/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$97.00 per quarter paid to 14/11/25. No GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 05/11/2025. NEXT CONTRIBUTION IS DUE 15/11/25

(NOTE: An interest rate of 15 % per annum calculated daily applies)

***The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.***

***Please contact Whittles on 8291 2300 or [info.adelaide@whittles.com.au](mailto:info.adelaide@whittles.com.au)***

### **Known Extraordinary Expenses**

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

Water paid by Corp

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

### **Special Levies**

No special levies payable.

### **Financial Status of the Strata Plan**

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

The fund currently stands to the credit of:

Administrative Fund	\$7,853.50CR
Sinking Fund	\$32,344.30CR (for future projects)

### **Enclosures**

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

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

### **Insurance Details**

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

### **Records**

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

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

## **Pets**

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

## **Special Notes**

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

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

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

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

Yours faithfully



Jarrad Laws  
Strata Manager  
jarrad.laws@whittles.com.au

**WHITTLES MANAGEMENT SERVICES PTY LTD**

On behalf of the Corporation 05/11/2025

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

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

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

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

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

**Purchaser 1:**

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First Name	Surname
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**Purchaser 2:**

---

First Name	Surname
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**BUSINESS NAME** (If Applicable)

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

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

\_\_\_\_\_

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

**ACCOUNTS TO BE FORWARDED TO :**

\_\_\_\_\_

**CORRESPONDENCE TO BE FORWARDED TO :**

\_\_\_\_\_

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

**BROKER:**

Form 1 On Frome  
LEVEL 1 , 147 FROME STREET, ADELAIDE

Strata Corporation 4636 Inc.  
306 FULLARTON ROAD, FULLARTON  
Unit: 00007  
OWNER: D O M Colwill

# Administrative Fund Statement of Income & Expenditure

STRATA CORP.04636 INC  
306 Fullarton Road FULLARTON SA 5063  
1 November 2023 to 31 October 2024  
Printed 18/11/24 09:35

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	18,573.00	16,900.00	1,673.00	16,000.00
<b>TOTAL FUND INCOME</b>	<b>18,573.00</b>	<b>16,900.00</b>	<b>1,673.00</b>	<b>16,000.00</b>
<b>FUND EXPENDITURE</b>				
Cleaning	440.00	400.00	(40.00)	385.00
Common property	0.00	550.00	550.00	88.00
Electrical	0.00	500.00	500.00	0.00
Grounds	2,858.50	2,000.00	(858.50)	1,995.50
Gutters & downpipes	732.60	620.00	(112.60)	609.40
Insurance renewals	4,820.00	5,336.00	516.00	3,895.00
Laundry	0.00	500.00	500.00	0.00
Management - Agreed Services	3,004.00	3,004.00	0.00	2,904.00
Management - Asset Maintenance Services	180.00	180.00	0.00	180.00
Management - Disbursement Fees	858.00	858.00	0.00	750.72
Plumbing	270.00	500.00	230.00	270.00
Reports	0.00	0.00	0.00	396.00
Utilities-Electricity	799.75	650.00	(149.75)	808.85
Utilities-Water	3,737.76	2,800.00	(937.76)	2,760.02
<b>TOTAL FUND EXPENDITURE</b>	<b>17,700.61</b>	<b>17,898.00</b>	<b>197.39</b>	<b>15,042.49</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>872.39</b>	<b>(998.00)</b>	<b>1,870.39</b>	<b>957.51</b>

## Administrative Fund Statement of Assets & Liabilities

STRATA CORP.04636 INC  
306 Fullarton Road FULLARTON SA 5063  
31 October 2024  
Printed 18/11/24 09:35

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	11,136.31	10,178.80
Surplus/(Deficit) For Period	872.39	957.51
<b>TOTAL FUNDS</b>	<b>12,008.70</b>	<b>11,136.31</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	12,008.70	11,136.31
<b>TOTAL ASSETS</b>	<b>12,008.70</b>	<b>11,136.31</b>
<b>LIABILITIES</b>		
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>
<b>NET ASSETS</b>	<b>12,008.70</b>	<b>11,136.31</b>

## Sinking Fund Statement of Income & Expenditure

STRATA CORP.04636 INC  
306 Fullarton Road FULLARTON SA 5063  
1 November 2023 to 31 October 2024  
Printed 18/11/24 09:35

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	4,396.00	4,000.00	396.00	3,787.00
Special levy-Common property	0.00	0.00	0.00	2,502.00
<b>TOTAL FUND INCOME</b>	<b>4,396.00</b>	<b>4,000.00</b>	<b>396.00</b>	<b>6,289.00</b>
<b>FUND EXPENDITURE</b>				
Common property	2,376.00	0.00	(2,376.00)	0.00
<b>TOTAL FUND EXPENDITURE</b>	<b>2,376.00</b>	<b>0.00</b>	<b>(2,376.00)</b>	<b>0.00</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>2,020.00</b>	<b>4,000.00</b>	<b>(1,980.00)</b>	<b>6,289.00</b>

## Sinking Fund Statement of Assets & Liabilities

STRATA CORP.04636 INC  
306 Fullarton Road FULLARTON SA 5063  
31 October 2024  
Printed 18/11/24 09:35

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	26,530.30	20,241.30
Surplus/(Deficit) For Period	2,020.00	6,289.00
<b>TOTAL FUNDS</b>	<b>28,550.30</b>	<b>26,530.30</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	28,550.30	26,530.30
<b>TOTAL ASSETS</b>	<b>28,550.30</b>	<b>26,530.30</b>
<b>LIABILITIES</b>		
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>
<b>NET ASSETS</b>	<b>28,550.30</b>	<b>26,530.30</b>

## Consolidated Statement of Assets & Liabilities

STRATA CORP.04636 INC  
306 Fullarton Road FULLARTON SA 5063  
31 October 2024  
Printed 18/11/24 09:35

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	37,666.61	30,420.10
Surplus/(Deficit) For Period	2,892.39	7,246.51
<b>TOTAL FUNDS</b>	<b>40,559.00</b>	<b>37,666.61</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	40,559.00	37,666.61
<b>TOTAL ASSETS</b>	<b>40,559.00</b>	<b>37,666.61</b>
<b>LIABILITIES</b>		
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>
<b>NET ASSETS</b>	<b>40,559.00</b>	<b>37,666.61</b>

## Notes to the Financial Statements

STRATA CORP.04636 INC  
306 Fullarton Road FULLARTON SA 5063  
31 October 2024  
Printed 18/11/24 09:35

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**Investments** Nil

The following balances relate to amounts received or owing as at 31/10/2024

**Receivables - Owner Arrears** Nil

**Debtors** Nil

### Allocated Advance Payments

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00001	448.00	106.00	554.00
00002	410.00	97.00	507.00
00003	410.00	97.00	507.00
00004	397.00	94.00	491.00
00007	410.00	97.00	507.00
00010	456.00	108.00	564.00
<b>Totals</b>	<b>2,531.00</b>	<b>599.00</b>	<b>3,130.00</b>

**Outstanding Creditors** Nil

**Unallocated Advance Payments** Nil

### Remuneration

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

Commissions received by Whittles for the financial year of the body corporate: \$580.54

## Summary of Significant Accounting Policies

STRATA CORP.04636 INC  
306 Fullarton Road FULLARTON SA 5063  
1 November 2023 to 31 October 2024  
Printed 18/11/24 09:35

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### Basis of Preparation

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

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

### Basis of Accounting

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

### Cash and cash equivalents

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

### Goods and Services Tax

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

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

### Income Tax

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

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

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



*Strata and Community Title Services*

15 January 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for STRATA CORP.04636 INC 306 Fullarton Road, FULLARTON, SA, 5063.

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

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

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

Yours faithfully

Wendy Lewis  
Body Corporate Manager

**Minutes of the Reconvened Annual General Meeting  
STRATA CORP.04636 INC**

<b>Meeting Date</b>	Monday, 13th January 2025	
<b>Meeting Location</b>	Teleconference	
<b>Time</b>	03:00 PM	Closed: 03:24 PM
<b>Lots Represented</b>	00001 Mrs A D Croft Proxy with voting instructions 00003 Mr H Kenny Proxy with voting instructions 00005 Ms M A Adams Owner present 00007 Mr D O M Colwill Proxy with voting instructions	
<b>Chairperson</b>	Ms M A Adams presided over the meeting.	
<b>Additional Attendees</b>	Ms Wendy Lewis representing Whittles Body Corporate Management Pty Ltd assisted the Corporation by conducting the meeting.	
<b>Quorum</b>	The Manager declared that, in accordance with the adjourned meeting provisions of the Strata Titles Act 1988, a quorum was in attendance.	

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

<b>Motion 2</b>		
<b>Acceptance of Minutes</b>	<b>Ordinary Resolution</b>	
<p>It was resolved that in accordance with s33(4b)(b) of the <i>Strata Titles Act 1988</i>, the minutes of the Annual General Meeting held on 11 December 2023 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.</p>		
<b>Motion CARRIED.</b>		

<b>Motion 3</b>		
<b>Acceptance of Statement of Accounts</b>	<b>Ordinary Resolution</b>	
<p>It was resolved that in accordance with s33(4b)(c) of the <i>Strata Titles Act 1988</i>, the unaudited Statement of Accounts for the financial year ending 31 October 2024, which have been circulated to all members, was accepted.</p>		
<b>Motion CARRIED.</b>		

**Motion 4****Appointment of Manager****Ordinary Resolution**

It was resolved that the Body Corporate under s23(6) of the *Strata Titles Act 1988*:

- i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,
- ii. make the appointment for a Term of twelve (12) months, being from the 1 November 2024 to 31 October 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
- iii. authorise limited powers to Whittles Management Services Pty Ltd,
- iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,
- v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and
- vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

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

**Motion CARRIED.**

**Election of Office Bearers and Committee**

In accordance with s23(1) and 35(1) of the *Strata Titles Act 1988*, the meeting appoint Office Bearers and Committee Members.

Limitations Imposed

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

Committee Meetings should be conducted in accordance with s35(8) of the *Strata Titles Act 1988*.

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

**Election of Presiding Officer**

Unit 5 - Mrs M Adams has been elected as Presiding Officer.

**Election of Secretary**

Unit 5 - Mrs M Adams has been elected as Secretary.

**Election of Treasurer**

Unit 5 - Mrs M Adams has been elected as Treasurer.

Item 6		
<b>Accredited Contractors (Advice)</b>		
<p>To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.</p> <p>The Corporate Manager will only request quotations from and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.</p>		

Item 7		
<b>Annual Compliance Register (Advice)</b>		
<p>The <i>Work Health and Safety Act 2012</i>, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.</p> <p>All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.</p>		

Item 8		
<b>Current Insurance Details (Advice)</b>		
<p>A copy of the Body Corporate's current certificate of currency is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p>		

Item 9		
<b>Insurance Valuation (Advice)</b>		
<p>A comprehensive professional valuation for insurance purposes performed in December 2022 which valued the property at of \$2,310,000 and is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p> <p>The Corporation will consider undertaking another valuation for insurance purposes at next years' meeting.</p>		

<b>Motion 10</b>		
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>	
<p>The Body Corporate Manager is to arrange renewal of the Body Corporate's insurance for a sum insured of \$2,310,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner will be responsible for the payment of the excess, subject to any explicit instructions to the contrary by the Body Corporate.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.</p>		
<b>Motion CARRIED.</b>		

<b>Item 11</b>		
<b>General Business</b>		
<p><b><u>Gutter Cleaning</u></b> The gutter cleaning will continue to be undertaken in May each year.</p> <p><b><u>Grounds Maintenance</u></b> The grounds maintenance will continue to be undertaken monthly. The contractor will be requested to undertake any necessary pruning while at the property undertaking the grounds maintenance and to remove all garden debris at this time,</p> <p><b><u>Window Cleaning</u></b> Window cleaning will continue to be undertaken annually.</p> <p><b><u>Sewer Drain Clearing</u></b> It was agreed to suspend the sewer drain clearing for this year to see if work is still necessary now that the large trees have gone. This issue will again be discussed at next years' meeting.</p> <p><b><u>Downpipe Repairs</u></b> The downpipe on the north/western side of the building has dropped and needs to be re-attached correctly. Bevan Plumbing will be asked to attend to this work.</p> <p><b><u>Gutter Replacement</u></b> The Manager will have the quote received from Bevan Plumbing in 2023 updated and obtain a comparative quote to have all the gutter and downpipes replaced. These quotes will be forwarded to the Presiding Officer for further instructions. The money raised to undertake the paving repairs will be directed to replacement of the gutters and downpipes.</p> <p>If this work is to go ahead, the quotes will be sent to all owners to advise if they wish this work to go ahead, which quote to choose and, if necessary, how much of a levy to be raised.</p>		

<b>Motion 12</b>				
<b>Administrative Fund Budget</b>	<b>Ordinary Resolution</b>			
<p>It was resolved that in accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Administrative Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$4,500.00 for the financial year ending 31 October 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 2	No: 0	Abs: 2	Inv: 0

<b>Motion 13</b>				
<b>Sinking Fund Budget</b>	<b>Ordinary Resolution</b>			
<p>It was resolved that in accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Sinking Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$1,000.00 for the financial year ending 31 OCT 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 3	No: 0	Abs: 1	Inv: 0

<b>Motion 14</b>				
<b>Insufficient Funds Special Levy Authority</b>		<b>Ordinary Resolution</b>		
<p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of \$6,000.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 2	No: 0	Abs: 2	Inv: 0

<b>Motion 15</b>		
<b>Transfer of Funds</b>		<b>Special Resolution</b>
<p>It was resolved that the Corporation Manager has, subject to the approval of the Office Bearers, approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.</p>		
<b>Motion CARRIED.</b>		

<b>Motion 16</b>		
<b>Interest Charged on Overdue Contributions/Levies</b>		<b>Ordinary Resolution</b>
<p>It was resolved that in accordance with the provisions of s27(4) of the <i>Strata Titles Act 1988</i>, the Body Corporate agreed it will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>		
<b>Motion CARRIED.</b>		

Motion 17		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>It was resolved that in accordance with s27(5) of the <i>Strata Titles Act 1988</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.04636 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"><li>1. Owners are issued their contribution notice approximately 3 weeks before the due date.</li><li>2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.</li><li>3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.</li><li>4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.</li><li>5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.</li></ol>		
<b>Motion CARRIED.</b>		

Item 18
<p><b>Next Meeting</b> – It was agreed that next years' meeting will be held at 3.00pm via teleconference on a date to be advised in January 2026.</p>

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

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

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

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

# BUDGET

STRATA CORP.04636 INC  
306 FULLARTON ROAD, FULLARTON

Year ending October 2025

## ADMINISTRATIVE FUND

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
<b>INCOME</b>					
Contributions	4,225.00	4,500.00	4,500.00	4,500.00	\$17,725.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-2,531.00	-0.00	-0.00	-0.00	<u>-\$2,531.00</u>
<b>Total</b>	<b>1,694.00</b>	<b>4,500.00</b>	<b>4,500.00</b>	<b>4,500.00</b>	<b><u>\$15,194.00</u></b>
<b>EXPENDITURE</b>					
Cleaning - Windows	440.00	0.00	0.00	0.00	\$440.00
Common property	137.50	137.50	137.50	137.50	\$550.00
Electrical - Common lighting	125.00	125.00	125.00	125.00	\$500.00
Grounds - Maintenance	550.00	550.00	550.00	550.00	\$2,200.00
Gutters & downpipes - Cleaning	0.00	0.00	740.00	0.00	\$740.00
Insurance - Renewal	0.00	5,336.00	0.00	0.00	\$5,336.00
Laundry - Maintenance	125.00	125.00	125.00	125.00	\$500.00
Management - Agreed Services	776.00	776.00	776.00	776.00	\$3,104.00
Management - Asset Maintenance Services	50.00	50.00	50.00	50.00	\$200.00
Management - Disbursement Fees	170.50	170.50	170.50	170.50	\$682.00
Plumbing	125.00	125.00	125.00	125.00	\$500.00
Technology and System Fees	44.00	44.00	44.00	44.00	\$176.00
Utilities - Electricity	162.50	162.50	162.50	162.50	\$650.00
Utilities - Water	850.00	850.00	850.00	850.00	<u>\$3,400.00</u>
<b>Total</b>	<b>3,555.50</b>	<b>8,451.50</b>	<b>3,855.50</b>	<b>3,115.50</b>	<b><u>\$18,978.00</u></b>

## SINKING FUND

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
<b>INCOME</b>					
Contributions	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-599.00	-0.00	-0.00	-0.00	<u>-\$599.00</u>
<b>Total</b>	<b>401.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b><u>\$3,401.00</u></b>
<b>EXPENDITURE</b>					
Insurance claims - Water damage	2,376.00	0.00	0.00	0.00	<u>\$2,376.00</u>
<b>Total</b>	<b>2,376.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b><u>\$2,376.00</u></b>

## CASH FLOW SUMMARY

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	12,008.70	10,147.20	6,195.70	6,840.20	\$12,008.70
Add: Contributions	4,225.00	4,500.00	4,500.00	4,500.00	\$17,725.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	2,531.00	0.00	0.00	0.00	\$2,531.00
Minus: Expenditures	3,555.50	8,451.50	3,855.50	3,115.50	\$18,978.00
CLOSING BALANCE	10,147.20	6,195.70	6,840.20	8,224.70	\$8,224.70
 <b><u>SINKING FUND</u></b>					
Opening Balance	28,550.30	26,575.30	27,575.30	28,575.30	\$28,550.30
Add: Contributions	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	599.00	0.00	0.00	0.00	\$599.00
Minus: Expenditures	2,376.00	0.00	0.00	0.00	\$2,376.00
CLOSING BALANCE	26,575.30	27,575.30	28,575.30	29,575.30	\$29,575.30

## CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement    1000  
 Number of Units            10

Unit Number	— Effective from 15/02/25 —		— Effective from 15/03/22 —	
	UEV	ADMIN Fund	UEV	SINKING Fund
1	106	<b>\$477</b>	106	<b>\$106</b>
2	97	<b>\$437</b>	97	<b>\$97</b>
3	97	<b>\$437</b>	97	<b>\$97</b>
4	94	<b>\$423</b>	94	<b>\$94</b>
5	108	<b>\$486</b>	108	<b>\$108</b>
6	105	<b>\$473</b>	105	<b>\$105</b>
7	97	<b>\$437</b>	97	<b>\$97</b>
8	94	<b>\$423</b>	94	<b>\$94</b>
9	94	<b>\$423</b>	94	<b>\$94</b>
10	108	<b>\$486</b>	108	<b>\$108</b>
<b>QUARTERLY TOTAL</b>		<b>\$4,502.00</b>		<b>\$1,000.00</b>



*Strata and Community Title Services*

11 December 2023

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.04636 INC 306 Fullarton Road, FULLARTON, SA, 5063.

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

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

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

Yours faithfully

Wendy Lewis  
Body Corporate Manager

**Minutes of the Annual General Meeting  
STRATA CORP.04636 INC**

<b>Meeting Date</b>	11 December 2023	
<b>Meeting Location</b>	Via Teams Teleconference	
<b>Time</b>	03:00 PM	Closed: 03:32 PM
<b>Lots Represented</b>	1 Mrs A D Croft	Electronic Vote
	2 Mrs Desilva	Proxy to Ms M A Adams
	3 H Kenny	Electronic vote
	4 Mr E D Docwra	Electronic Vote
	5 Mrs M A Adams	Owner present
<b>Chairperson</b>	Mrs M A Adams presided over the meeting.	
<b>Quorum</b>	The Body Corporate Manager declared a quorum was present in person, by proxy or by electronic vote, with five of the ten owners represented.	

**Item 1**

**Declaration of Interest**

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

**Motion 2**

**Acceptance of Minutes**

**Ordinary Resolution**

In accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 19 December 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

**Motion CARRIED.**

**Motion 3**

**Acceptance of Statement of Accounts**

**Ordinary Resolution**

In accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the unaudited Statement of Accounts for the financial year ending 31 October 2023, which have been circulated to all members, was accepted.

**Motion CARRIED.**

<b>Motion 4</b>		
<b>Appointment of Manager</b>	<b>Ordinary Resolution</b>	
<p>It was resolved that the Body Corporate under s23(6) of the <i>Strata Titles Act 1988</i>:</p> <ul style="list-style-type: none"><li>i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,</li><li>ii. make the appointment for a Term of twelve (12) months, being from the 1 November 2023 to 31 October 2024 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,</li><li>iii. authorise limited powers to Whittles Management Services Pty Ltd,</li><li>iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,</li><li>v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and</li><li>vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.</li></ul> <p>The Services Agreement is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p>		
<b>Motion CARRIED.</b>		

<b>Election of Office Bearers and Committee</b>
<p>In accordance with s23(1) and 35(1) of the <i>Strata Titles Act 1988</i>, the meeting appointed Office Bearers and Committee Members.</p> <p><u>Limitations Imposed</u> The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.</p> <p>Committee Meetings should be conducted in accordance with s35(8) of the <i>Strata Titles Act 1988</i>.</p> <p>An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.</p>
<b>Election of Presiding Officer</b>
<p>Unit 5 - Ms A Adams has been elected as Presiding Officer.</p>

<b>Election of Secretary</b>
<p>Unit 5 - Ms A Adams has been elected as Secretary.</p>

<b>Election of Treasurer</b>
<p>Unit 5 - Ms A Adams has been elected as Treasurer.</p>

Item 6		
<b>Accredited Contractors (Advice)</b>		
<p>To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.</p> <p>The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.</p>		

Item 7		
<b>Annual Compliance Register (Advice)</b>		
<p>The <i>Work Health and Safety Act 2012</i>, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.</p> <p>All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.</p>		

Item 8		
<b>Current Insurance Details (Advice)</b>		
<p>A copy of the Body Corporate's current certificate of currency is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p>		

Item 9		
<b>Insurance Valuation (Advice)</b>		
<p>A comprehensive professional valuation for insurance purposes performed in December 2022 which valued the property at of \$2,310,000 and is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p>		

Motion 10		
Insurance Renewal	Ordinary Resolution	
<p>The Body Corporate Manager is to arrange renewal of the Body Corporate's insurance for a sum insured of \$2,310,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner will be responsible for the payment of the excess, subject to any explicit instructions to the contrary by the Body Corporate.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.</p>		
<p><b>Motion CARRIED.</b></p>		

Item 11		
General Business		
<p><u>Gutter Cleaning</u> The Corporation confirmed that gutter cleaning will continue to be undertaken in May each year.</p> <p><u>Grounds Maintenance</u> The Corporation confirmed that grounds maintenance will continue to be undertaken monthly.</p> <p><u>Window Cleaning</u> The Corporation confirmed that window cleaning will continue to be undertaken annually.</p> <p><u>Leak From Unit 9 To Unit 4 Outside</u> The Manager will follow up to see where we are at with this leak as it is causing mould on the walkway and there appears to be some rot on a pergola plank.</p> <p><u>Concrete Driveway Replacement</u> The Manager will have the quote from LTD to replace the driveway with bitumen updated and it was agreed, if the corporation did not have enough money in the fund, it will raise a small levy to cover this shortfall and have these works undertaken.</p>		

Motion 12		
Administrative Fund Budget	Ordinary Resolution	
<p>In accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Administrative Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$4,225.00 for the financial year ending 31 October 2024.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>		
<b>Motion CARRIED.</b>		

Motion 13		
Sinking Fund Budget	Ordinary Resolution	
<p>In accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Sinking Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$1,000.00 for the financial year ending 31 October 2024.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>		
<b>Motion CARRIED.</b>		

Motion 14		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
<p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of \$4,500.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p>		
<b>Motion CARRIED.</b>		

Motion 15		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
<p>In accordance with the provisions of s27(4) of the <i>Strata Titles Act 1988</i>, the Body Corporate agreed it will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>		
<p><b>Motion CARRIED.</b></p>		

Motion 16		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>In accordance with s27(5) of the <i>Strata Titles Act 1988</i>, Whittles was authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.04636 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> <li>1. Owners are issued their contribution notice approximately 3 weeks before the due date.</li> <li>2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.</li> <li>3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.</li> <li>4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.</li> <li>5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.</li> </ol>		
<p><b>Motion CARRIED.</b></p>		

Item 17
<p><b>Next Meeting &amp; Closure</b> – Next years' meeting will be held via teleconference at 3.00pm on a date to be advised in 2024.</p>

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

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

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

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

# BUDGET

STRATA CORP.04636 INC  
306 FULLARTON ROAD, FULLARTON

Year ending October 2024

## ADMINISTRATIVE FUND

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
<b>INCOME</b>					
Contributions	4,225.00	4,225.00	4,225.00	4,225.00	\$16,900.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-858.00	-0.00	-0.00	-0.00	-\$858.00
<b>Total</b>	<b>3,367.00</b>	<b>4,225.00</b>	<b>4,225.00</b>	<b>4,225.00</b>	<b>\$16,042.00</b>
<b>EXPENDITURE</b>					
Cleaning - Windows	400.00	0.00	0.00	0.00	\$400.00
Common property	137.50	137.50	137.50	137.50	\$550.00
Electrical - Common lighting	125.00	125.00	125.00	125.00	\$500.00
Grounds - Maintenance	500.00	500.00	500.00	500.00	\$2,000.00
Gutters & downpipes - Cleaning	0.00	0.00	620.00	0.00	\$620.00
Insurance - Renewal	0.00	5,336.00	0.00	0.00	\$5,336.00
Laundry - Maintenance	125.00	125.00	125.00	125.00	\$500.00
Management - Agreed Services	751.00	751.00	751.00	751.00	\$3,004.00
Management - Asset Maintenance Services	45.00	45.00	45.00	45.00	\$180.00
Management - Disbursement Fees	170.50	170.50	170.50	170.50	\$682.00
Plumbing	125.00	125.00	125.00	125.00	\$500.00
Technology and System Fees	44.00	44.00	44.00	44.00	\$176.00
Utilities - Electricity	162.50	162.50	162.50	162.50	\$650.00
Utilities - Water	700.00	700.00	700.00	700.00	\$2,800.00
<b>Total</b>	<b>3,285.50</b>	<b>8,221.50</b>	<b>3,505.50</b>	<b>2,885.50</b>	<b>\$17,898.00</b>

## SINKING FUND

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
<b>INCOME</b>					
Contributions	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-203.00	-0.00	-0.00	-0.00	-\$203.00
<b>Total</b>	<b>797.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>\$3,797.00</b>

## CASH FLOW SUMMARY

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	11,136.31	11,217.81	7,221.31	7,940.81	\$11,136.31
Add: Contributions	4,225.00	4,225.00	4,225.00	4,225.00	\$16,900.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	858.00	0.00	0.00	0.00	\$858.00
Minus: Expenditures	3,285.50	8,221.50	3,505.50	2,885.50	\$17,898.00
CLOSING BALANCE	11,217.81	7,221.31	7,940.81	9,280.31	\$9,280.31
<b><u>SINKING FUND</u></b>					
Opening Balance	26,530.30	27,327.30	28,327.30	29,327.30	\$26,530.30
Add: Contributions	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	203.00	0.00	0.00	0.00	\$203.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	27,327.30	28,327.30	29,327.30	30,327.30	\$30,327.30

## CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement    1000  
 Number of Units            10

	— Effective from 15/02/21 —		— Effective from 15/03/22 —	
Unit Number	UEV	ADMIN Fund	UEV	SINKING Fund
1	106	<b>\$448</b>	106	<b>\$106</b>
2	97	<b>\$410</b>	97	<b>\$97</b>
3	97	<b>\$410</b>	97	<b>\$97</b>
4	94	<b>\$397</b>	94	<b>\$94</b>
5	108	<b>\$456</b>	108	<b>\$108</b>
6	105	<b>\$444</b>	105	<b>\$105</b>
7	97	<b>\$410</b>	97	<b>\$97</b>
8	94	<b>\$397</b>	94	<b>\$94</b>
9	94	<b>\$397</b>	94	<b>\$94</b>
10	108	<b>\$456</b>	108	<b>\$108</b>
<b>QUARTERLY TOTAL</b>		<b>\$4,225.00</b>		<b>\$1,000.00</b>

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

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

Date of Meeting	Details
24/11/81	<u>Land Transfer</u> – Agreed to transfer the common property required by the Highways Department, proceeds to go to Paley Enterprises and Raymond Ford Paley.
16/12/82	<u>Air Conditioner -Unit 10</u> Given approval to install an air conditioner in the rear wall of the unit by a qualified tradesman, be a low noise model and blend in with the unit complex.
16/01/84	<u>Lattice Work</u> – The only units to install lattice and trellises are units 6 and 10, being the end units, all others to remain clear to keep fire exit access for all residents along the front and rear balconies.
04/02/87	<u>Air Conditioning – Units 4 &amp; 10</u> – given approval to install air conditioning appliances.
22/02/89	<u>26<sup>th</sup> Schedule</u> – Each registered proprietor to attach the Schedule and any amendments to any tenancy agreements as a condition of occupancy.
22/02/89	<u>Security Screens</u> – All units may install security screens to the doors (and windows) provided they are bronze in colour and suit the units.
	<u>TV Antennae</u> – Roof mounted television antennae are not approved.
	<u>Signage</u> A land agent may erect one sign only, not greater than 1.2 x 1.0 metres. It must indicate the number of the unit, be installed at the front of the premises and be removed not later than 24 hours after a contract has been signed.
	<u>Articles</u> – Each landlord is responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.
	<u>Animals</u> – Are prohibited.
01/02/90	<u>Air Conditioners</u> – All units may install an air conditioner to the unit provided it is not mounted on the frontage of the units or impedes any common walkway.
21/01/92	<u>Legal Recoveries</u> Strata Managers are authorized without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of corporation contributions and/or levies.

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

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

Date of Meeting	Details
01/04/96	<p data-bbox="435 468 708 499"><u>Maintenance Supervisor</u></p> <p data-bbox="435 499 1367 657">The Strata Manager advised that Whittles has a building contracts division to oversee maintenance work performed by contractors who have been engaged by the corporation and who have been accepted by Whittles. Specified work totaling over \$2000 will be inspected and assessed by a maintenance supervisor prior to invoice payment.</p> <p data-bbox="435 688 1367 905">All Whittles approved contractors are required to comply with the terms and conditions set down in an agreement between Whittles and the contractor. The contractor, having entered into this agreement, agrees to pay to Whittles a management service fee of up to 5% of the invoiced amount. Maintenance carried out by contractors who are not party to an agreement with Whittles, will not be supervised unless the Strata Corporation negotiates a fee for this service with Whittles.</p>
30/01/97	<p data-bbox="435 940 548 972"><u>SA Water</u></p> <p data-bbox="435 972 1367 1098">The Strata Manager advised that SA Water charges strata corporations for all water consumed on the property. Owners will continue to be responsible for payment of quarterly rates and it was agreed that the strata corporation will be responsible for payment of all water consumption charges which will be billed separately.</p> <p data-bbox="435 1129 1367 1224"><u>Pay TV</u> – The Presiding Officer is authorised to execute on behalf of the Corporation a licence for Pay TV providers to install equipment necessary for the connection to any units wishing to receive Pay TV transmission.</p> <p data-bbox="435 1255 1367 1318">All licences to install equipment necessary to receive Pay TV are to be executed by the Presiding Officer only if the majority of owners have given prior approval.</p>
	<p data-bbox="435 1350 862 1381"><u>Maintenance Supervisor</u> – Confirmed.</p>
29/01/98	<p data-bbox="435 1413 849 1444"><u>Security Screens – Change of Policy</u></p> <p data-bbox="435 1444 1367 1507">It was agreed to change the existing ruling for security screens dated 22/2/89 to now read:</p> <p data-bbox="435 1539 1367 1602">All units may install security screens to the doors and windows provided they are cream in colour and similar in design to the one installed at unit 9.</p>
06/01/99	<p data-bbox="435 1633 862 1665"><u>Maintenance Supervisor</u> – Confirmed.</p> <p data-bbox="435 1696 643 1728"><u>Overdue Notices</u></p> <p data-bbox="435 1728 1367 1822">It was agreed that the Strata Managers charge those owners with contribution arrears a “late fee” of \$10 each time it became necessary to forward a reminder notice.</p> <p data-bbox="435 1854 1367 1915">Furthermore, it was agreed that the Strata Managers charge those owners a fee of \$30 for placing them into legal hands where necessary.</p>

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

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

Date of Meeting	Details
06/01/99 Cont'd	<p data-bbox="435 474 602 506"><u>Smoke Alarms</u></p> <p data-bbox="435 506 1308 569">The Strata Manager advised that under current Legislation all dwellings should have been fitted with a smoke alarm by 01/01/2000.</p> <p data-bbox="435 600 1320 663">The legislation requires the alarm to be hard wired or have a non-removable 10-year life lithium battery.</p> <p data-bbox="435 695 1341 758">It was noted that, if a smoke alarm or smoke alarms are not fitted in each unit, the Corporation is guilty of an offence for which a maximum penalty of \$750 applies.</p> <p data-bbox="435 789 1341 884">It was agreed that, should the Corporation be fined due to an owner's failure to install a suitable smoke alarm in their unit, the Corporation will recover from that owner all costs incurred.</p>
6/12/99	<p data-bbox="435 915 667 947"><u>Delegated Authority</u></p> <p data-bbox="435 947 1040 978">It was agreed that the Corporation hereby delegates to:</p> <ol data-bbox="435 1010 1352 1325" style="list-style-type: none"><li data-bbox="435 1010 1341 1167">1. The General Manager of Whittles Strata &amp; Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 41 of the Strata Titles Act, 1988;</li><li data-bbox="435 1199 1352 1325">2. That officer the power to jointly execute with any of the appointed officers of the Corporation, such documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or its Committee acting within its powers.</li></ol>
	<p data-bbox="435 1356 862 1388"><u>Maintenance Supervisor</u> – Confirmed.</p>
	<p data-bbox="435 1419 748 1451"><u>Smoke Alarms</u> – Reiterated.</p>
20/12/00	<p data-bbox="435 1482 894 1514"><u>Maintenance Supervisor</u> – Confirmed.</p> <p data-bbox="435 1545 505 1577"><u>Glass</u></p> <p data-bbox="435 1577 1341 1671">Attention was brought to the meeting by the Strata Manager that over the past few years there have been various successful claims against landlords for injury to persons or damage to property by glass breakage in their properties.</p> <p data-bbox="435 1703 1352 1797">Although glass may comply with past building standards, and is legally acceptable, property owners may still be at risk where a Court feels that the status of the glass represents a risk. The need for adequate Public Liability Insurance was reinforced.</p>
05/12/01	<p data-bbox="435 1829 862 1860"><u>Maintenance Supervisor</u> – Confirmed.</p>
12/12/02	<p data-bbox="435 1892 862 1923"><u>Maintenance Supervisor</u> – Confirmed.</p>

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

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

Date of Meeting	Details
17/12/03	<u>Maintenance Supervisor</u> – Confirmed.
14/12/04	<u>Prescribed Works</u> The Manager advised that should any owner wish to apply to the Corporation other than at the annual general meeting for an approval of any kind which was for their exclusive benefit the prescribed meeting fee will apply to conduct an extraordinary general meeting.  It was agreed that this fee be charged to the applicant.
07/02/06	<u>Air Conditioner Unit 1</u> Approval for the installation of a split system air conditioner at unit 1 provided it is at the rear under the bathroom window (less walking space used).
15/01/07	<u>Maintenance Supervisor</u> – Confirmed.
	<u>Air Conditioner Unit 1</u> Approval granted for the installation of an air conditioner at unit 1.
15/03/07	<u>Air conditioner Unit 6</u> Approval granted for the installation of an air conditioner at unit 1.

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

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

Date of Meeting	Details of Resolution
17/12/07	<p data-bbox="339 461 715 490"><u>Exhaust Fans for Bathrooms</u></p> <p data-bbox="339 501 1246 568">All units may install an exhaust fan to their bathroom to avoid mould caused by the steam, at their own expense.</p> <p data-bbox="339 613 576 642"><u>Prescribed Works</u></p> <p data-bbox="339 654 1332 763">In accordance with the provisions of the Strata Titles Act 1988 with respect to applications by Notice of Motion for approval to undertake prescribed works, the meeting agreed to approve the following:</p> <p data-bbox="339 808 703 837"><u>Air conditioner Installation.</u></p> <p data-bbox="339 848 1203 878">Approval granted to install a split system air conditioner at unit 6.</p>
29/01/09	Maintenance Supervisor -Confirmed.
02/02/10	Maintenance Supervisor -Confirmed.
	<p data-bbox="339 1151 568 1180"><u>Insurance Excess</u></p> <p data-bbox="339 1191 1311 1339">It was resolved that where repairs are carried out under insurance and the repairs benefit a particular unit the Corporation will be responsible for the payment of any excess. However, in the case of malicious damage to unit, the unit owner will be responsible for the payment of any excess.</p>
10/01/11	Maintenance Supervisor - Confirmed.
02/04/12	Maintenance Supervisor - Confirmed.
14/12/15	No resolutions recorded.
22/12/16	No resolutions recorded.
19/12/17	No resolutions recorded.
19/12/18	No resolutions recorded.
05/12/19	No resolutions recorded.
07/12/20	No resolutions recorded.
05/01/22	No resolutions recorded.

11/12/23

No resolutions recorded.

13/01/25 REC

**Transfer of Funds**

It was resolved that the Corporation Manager has, subject to the approval of the Office Bearers, approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.

## SCHEDULE 3

### *Articles of Strata Corporation*

1. (1) A unit holder must –
  - (a) maintain the unit in good repair;
  - (b) carry out any work ordered by a council or other public authority in respect of the unit.
- (2) The occupier of a unit must keep it in a clean and tidy condition.
2. A person bound by these articles –
  - (a) must not obstruct the lawful use of the common property by any person; and
  - (b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
  - (c) must not use, make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
  - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
3. A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
4. Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the corporation's consent, keep any animal in, or in the vicinity of, a unit.
5. A person bound by these articles –
  - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorized by the strata corporation; and
  - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorized by the strata corporation.
6. A person bound by these articles must not, without the consent of the strata corporation –
  - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property or
  - (b) use any portion of the common property for his or her own purposes as a garden.
7. A person bound by these articles must not –
  - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to other members of the strata community; or
  - (b) allow refuse to accumulate so as to cause justified offence to others.
8. A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature –
  - (a) on part of his or her unit so as to be visible from outside the building; or
  - (b) on any part of the common property
9. The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit, and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
10. The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
11. A person bound by these articles –
  - (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered;
  - (b) must comply with all council by-laws relating to the disposal of garbage.
12. A unit holder must immediately notify the strata corporation of –
  - (a) any change in the ownership of the unit, or any change in the address of an owner;
  - (b) any change in the occupancy of the unit.

# Sinking Fund Forecast Report

**306 Fullarton Road**  
**306 Fullarton Road, Fullarton, SA 5071**  
**Scheme Number: 4636**



***COMPILED BY SIMON VINCENT***

**On 10 June 2019 for the  
15 Years Commencing: 1 November 2019  
QIA Job Reference Number: 141126**

Professional Indemnity Insurance Policy Number 96 0968886 PLP  
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## INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

## LOCATION

306 Fullarton Road, Fullarton, SA 5071

## REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per lot entitlement already set is:	\$4.00
Number of Lot Entitlements:	1000
Opening Balance:	\$4,535.35
The proposed Sinking Fund Levy per lot entitlement is:	\$6.88

## METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

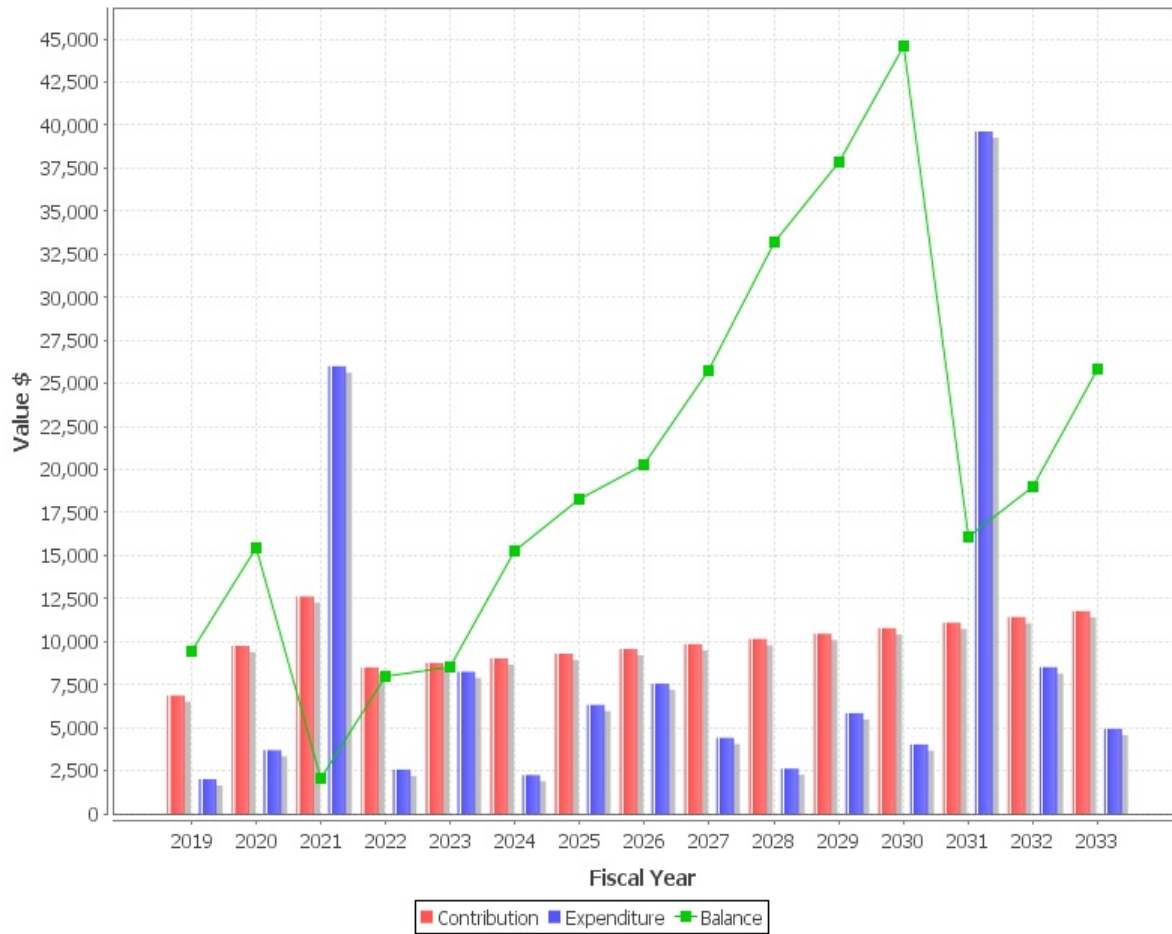
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

**SINKING FUND FINANCIAL SUMMARY**

Report Year	Fiscal From	Opening Balance	Income		Expenses	Closing Balance (End of Year)
			Contribution Total P.A.	Contribution per Entitlement		
1	01/11/2019	\$4,535	\$6,877	\$6.88	\$2,018	\$9,394
2	01/11/2020	\$9,394	\$9,754	\$9.75	\$3,706	\$15,443
3	01/11/2021	\$15,443	\$12,631	\$12.63	\$25,988	\$2,085
4	01/11/2022	\$2,085	\$8,508	\$8.51	\$2,576	\$8,017
5	01/11/2023	\$8,017	\$8,763	\$8.76	\$8,258	\$8,522
6	01/11/2024	\$8,522	\$9,026	\$9.03	\$2,260	\$15,288
7	01/11/2025	\$15,288	\$9,297	\$9.30	\$6,333	\$18,252
8	01/11/2026	\$18,252	\$9,576	\$9.58	\$7,560	\$20,268
9	01/11/2027	\$20,268	\$9,863	\$9.86	\$4,422	\$25,709
10	01/11/2028	\$25,709	\$10,159	\$10.16	\$2,633	\$33,235
11	01/11/2029	\$33,235	\$10,464	\$10.46	\$5,849	\$37,850
12	01/11/2030	\$37,850	\$10,778	\$10.78	\$4,032	\$44,596
13	01/11/2031	\$44,596	\$11,101	\$11.10	\$39,627	\$16,070
14	01/11/2032	\$16,070	\$11,434	\$11.43	\$8,521	\$18,983
15	01/11/2033	\$18,983	\$11,777	\$11.78	\$4,942	\$25,818

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>November 2019</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$500
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior lighting	\$329
<b>ROOF</b>	
- Provision to replace polycarbonate roofing in 10 years 25% of total	\$1,190
<u>Total Forecast Expenditure for year - November 2019 (Inc GST):</u>	<u>\$2,018</u>
Includes GST amount of :	\$183
<b>November 2020</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace handrail/balustrade fixings	\$327
- Capital Replacement - General	\$515
<b>DRIVEWAY</b>	
- Maintain pavers 20% of total	\$420
<b>ROOF</b>	
- Provision to replace guttering in 11 years 25% of total	\$1,821
- Provision to replace down pipes in 8 years 33% of total	\$624
<u>Total Forecast Expenditure for year - November 2020 (Inc GST):</u>	<u>\$3,706</u>
Includes GST amount of :	\$337
<b>November 2021</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Repaint balcony ceilings	\$2,164

- Repaint fascia	\$1,803
- Repaint vent/downpipe	\$120
- Repaint soffits	\$1,803
- Scaffold/access equip allowance	\$2,644
- Repaint door face	\$1,442
- Repaint handrail/balustrade	\$2,524
- Repaint timber windows	\$769
- Repaint pergola	\$2,885
- Capital Replacement - General	\$530

**DRIVEWAY**

- Repaint carport posts/beams/fascia	\$3,245
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**STAIRWELL**

- Repaint walls	\$2,404
- Repaint ceiling/stair stringers	\$1,442
- Repaint rails	\$721
- Repaint door face	\$288

**LAUNDRY**

- Repaint walls/ceiling	\$1,202
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Total Forecast Expenditure for year - November 2021 (Inc  
GST): \$25,988

Includes GST amount of : \$2,363

<b>November 2022</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$546
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$359
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**ROOF**

- Provision to replace polycarbonate roofing in 10 years 25% of total \$1,300

**STAIRWELL**

- Provision for stairs maintenance \$371

Total Forecast Expenditure for year - November 2022 (Inc GST): \$2,576

Includes GST amount of : \$234

**November 2023**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Provision to replace handrail/balustrade fixings \$357

- Capital Replacement - General \$562

**DRIVEWAY**

- Maintain pavers 20% of total \$459

**FENCING**

- Replace brush fencing in 5 years \$2,678

**ROOF**

- Provision to replace guttering in 11 years 25% of total \$1,989

- Provision to replace down pipes in 8 years 33% of total \$682

**STAIRWELL**

- Replace vinyl flooring in 5 years \$1,530

Total Forecast Expenditure for year - November 2023 (Inc GST): \$8,258

Includes GST amount of : \$751

**November 2024**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Capital Replacement - General \$579

**EXTERNAL WORKS**

- Maintain common pipework	\$1,419
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**LAUNDRY**

- Maintain fixtures/fixings	\$263
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<u>Total Forecast Expenditure for year - November 2024 (Inc GST):</u>	<u>\$2,260</u>
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Includes GST amount of :	\$205
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**November 2025**

Expense Inc GST
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**SUPERSTRUCTURE**

- Replace external door/frame	\$947
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- Capital Replacement - General	\$597
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$392
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**ROOF**

- Maintain roof ridge capping/tiles	\$2,976
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- Provision to replace polycarbonate roofing in 10 years 25% of total	\$1,421
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<u>Total Forecast Expenditure for year - November 2025 (Inc GST):</u>	<u>\$6,333</u>
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Includes GST amount of :	\$576
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**November 2026**

Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace handrail/balustrade fixings	\$390
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- Maintain pergola	\$1,672
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- Capital Replacement - General	\$615
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**DRIVEWAY**

- Maintain pavers 20% of total	\$502
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**FURNITURE & FITTINGS**

- Provision to replace clothes lines in 20 years 25% of total	\$1,045
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**ROOF**

- Provision to replace guttering in 11 years 25% of total	\$2,174
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- Provision to replace down pipes in 8 years 33% of total	\$745
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**STAIRWELL**

- Provision for stairs maintenance	\$418
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<u>Total Forecast Expenditure for year - November 2026 (Inc GST):</u>	<u>\$7,560</u>
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Includes GST amount of :	\$687
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**November 2027**

Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$633
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**DRIVEWAY**

- Maintain concrete driveway 10% of total	\$2,131
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**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways 10% of total	\$1,658
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<u>Total Forecast Expenditure for year - November 2027 (Inc GST):</u>	<u>\$4,422</u>
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Includes GST amount of :	\$402
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**November 2028**

Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$652
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$429
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**ROOF**

- Provision to replace polycarbonate roofing in 10 years 25% of total \$1,552

Total Forecast Expenditure for year - November 2028 (Inc GST): \$2,633

Includes GST amount of : \$239

**November 2029**Expense  
Inc GST**SUPERSTRUCTURE**

- Provision to replace handrail/balustrade fixings \$426

- Maintain pergola \$1,827

- Capital Replacement - General \$671

**DRIVEWAY**

- Maintain pavers 20% of total \$548

**ROOF**

- Provision to replace guttering in 11 years 25% of total \$2,375

Total Forecast Expenditure for year - November 2029 (Inc GST): \$5,849

Includes GST amount of : \$532

**November 2030**Expense  
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General \$692

**EXTERNAL WORKS**

- Maintain common pipework \$1,694

**FURNITURE & FITTINGS**

- Provision to replace clothes lines in 20 years 25% of total \$1,176

**STAIRWELL**

- Provision for stairs maintenance \$471

Total Forecast Expenditure for year - November 2030 (Inc GST): \$4,032

Includes GST amount of : \$367

### November 2031

Expense  
Inc GST

#### SUPERSTRUCTURE

- Repaint balcony ceilings	\$2,908
- Repaint fascia	\$2,423
- Repaint vent/downpipe	\$162
- Repaint soffits	\$2,423
- Scaffold/access equip allowance	\$3,554
- Repaint door face	\$1,938
- Repaint handrail/balustrade	\$3,392
- Repaint timber windows	\$1,034
- Repaint pergola	\$3,877
- Capital Replacement - General	\$712

#### DRIVEWAY

- Repaint carport posts/beams/fascia	\$4,362
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#### FENCING

- Replace metal baluster fencing in 13 years	\$2,940
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#### FURNITURE & FITTINGS

- Provision to replace mail boxes	\$1,292
- Ongoing partial replacement of exterior lighting	\$468

#### STAIRWELL

- Repaint walls	\$3,231
- Repaint ceiling/stair stringers	\$1,938
- Repaint rails	\$969
- Repaint door face	\$388

**LAUNDRY**

- Repaint walls/ceiling	\$1,615
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<u>Total Forecast Expenditure for year - November 2031 (Inc GST):</u>	<u>\$39,627</u>
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Includes GST amount of :	\$3,602
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<b>November 2032</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace handrail/balustrade fixings	\$466
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- Maintain pergola	\$1,997
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- Capital Replacement - General	\$734
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**DRIVEWAY**

- Maintain pavers 20% of total	\$599
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- Maintain concrete driveway 10% of total	\$2,471
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**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways 10% of total	\$1,922
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**LAUNDRY**

- Maintain fixtures/fixings	\$333
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<u>Total Forecast Expenditure for year - November 2032 (Inc GST):</u>	<u>\$8,521</u>
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Includes GST amount of :	\$775
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<b>November 2033</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$756
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**FENCING**

- Provision to replace colorbond fencing in 30 years 25% of total	\$3,620
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**LAUNDRY**

- Provision to replace tub	\$566
<u>Total Forecast Expenditure for year - November 2033 (Inc GST):</u>	<u>\$4,942</u>
Includes GST amount of :	\$449

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
<b>SUPERSTRUCTURE</b>																		
- Repair balcony ceilings	\$1,800	2021	10			2164												2908
- Repair fascia	\$1,500	2021	10			1803												2423
- Repair vent/downpipe	\$1,000	2021	10			120												162
- Repair soffits	\$1,500	2021	10			1803												2423
- Scaffold/access equip allowance	\$2,200	2021	10			2644												3554
- Repair door face	\$1,200	2021	10			1442												1938
- Replace external door/frame	\$700	2025	15							947								
- Provision to replace handrail/balustrade fixings	\$280	2020	3		327						390							466
- Repair handrail/balustrade	\$2,100	2021	10			2524												3392
- Repair timber windows	\$640	2021	10			769												1034
- Repair pergola	\$2,400	2021	10			2885												3877
- Maintain pergola	\$1,200	2026	3								1672							1997
- Capital Replacement - General	\$441	2019	0	500	515	530	546	562	579	597	615	633	652	671	692	712	734	756
<b>DRIVEWAY</b>																		
- Maintain pavers 20% of total	\$360	2020	3		420						502							599
- Maintain concrete driveway 10% of total	\$1,485	2027	5									2131						2471
- Repair carport posts/beams/fascia	\$2,700	2021	10			3245												4362
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,080	2024	6						1419									1694
- Ongoing partial maintenance of pathways 10% of total	\$1,155	2027	5									1658						1922
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 30 years 25% of total	\$2,112	2033	5															3620
- Replace brush fencing in 5 years	\$2,100	2023	12					2678										
- Replace metal baluster fencing in 13 years	\$1,820	2031	25															2940

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace clothes lines in 20 years 25% of total	\$750	2026	4								1045				1176			
- Provision to replace mail boxes	\$800	2031	25													1292		
- Ongoing partial replacement of exterior lighting	\$290	2019	3	329			359			392			429			468		
<b>ROOF</b>																		
- Maintain roof ridge capping/tiles	\$2,200	2025	15							2976								
- Provision to replace guttering in 11 years 25% of total	\$1,560	2020	3		1821			1989			2174			2375				
- Provision to replace polycarbonate roofing in 10 years 25% of total	\$1,050	2019	3	1190			1300			1421			1552					
- Provision to replace down pipes in 8 years 33% of total	\$535	2020	3		624			682			745							
<b>STAIRWELL</b>																		
- Repair walls	\$2,000	2021	10			2404										3231		
- Repair ceiling/stair stringers	\$1,200	2021	10			1442										1938		
- Repair rails	\$600	2021	10			721										969		
- Replace vinyl flooring in 5 years	\$1,200	2023	20					1530										
- Repair door face	\$240	2021	10			288										388		
- Provision for stairs maintenance	\$300	2022	4				371				418				471			
<b>LAUNDRY</b>																		
- Repair walls/ceiling	\$1,000	2021	10			1202										1615		
- Maintain fixtures/fixings	\$200	2024	8						263								333	
- Provision to replace tub	\$330	2033	30															566
<b>Total</b>				2018	3706	25988	2576	8258	2260	6333	7560	4422	2633	5849	4032	39627	8521	4942
Includes GST amount of				183	337	2363	234	751	205	576	687	402	239	532	367	3602	775	449

## ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
<b>SUPERSTRUCTURE</b>																		
- Repair balcony ceilings	\$1,800	2021	10	700	1421	2164	254	515	784	1061	1347	1641	1944	2256	2577	2908	456	926
- Repair fascia	\$1,500	2021	10	583	1184	1803	211	429	653	884	1122	1367	1620	1879	2147	2423	380	772
- Repair vent/downpipe	\$100	2021	10	39	79	120	14	29	44	59	75	91	108	126	144	162	26	52
- Repair soffits	\$1,500	2021	10	583	1184	1803	211	429	653	884	1122	1367	1620	1879	2147	2423	380	772
- Scaffold/access equip allowance	\$2,200	2021	10	855	1736	2644	310	629	958	1297	1646	2005	2375	2757	3149	3554	558	1132
- Repair door face	\$1,200	2021	10	467	947	1442	169	343	523	707	898	1094	1295	1503	1717	1938	304	617
- Replace external door/frame	\$700	2025	15	124	251	382	517	656	799	947	87	177	270	365	463	564	669	776
- Provision to replace handrail/balustrade fixings	\$280	2020	3	161	327	116	234	357	126	256	390	138	280	426	151	306	466	163
- Repair handrail/balustrade	\$2,100	2021	10	817	1658	2524	296	601	915	1238	1571	1914	2267	2631	3006	3392	533	1081
- Repair timber windows	\$640	2021	10	249	505	769	90	183	279	377	479	583	691	802	916	1034	162	329
- Repair pergola	\$2,400	2021	10	933	1895	2885	338	687	1045	1415	1796	2188	2591	3007	3436	3877	608	1235
- Maintain pergola	\$1,200	2026	3	188	382	581	787	998	1216	1441	1672	591	1200	1827	646	1312	1997	699
- Capital Replacement - General	\$441	2019	0	500	515	530	546	562	579	597	615	633	652	671	692	712	734	756
<b>DRIVEWAY</b>																		
- Maintain pavers 20% of total	\$360	2020	3	207	420	149	301	459	162	330	502	177	360	548	194	393	599	
- Maintain concrete driveway 10% of total	\$1,485	2027	5	210	426	648	878	1114	1357	1607	1865	2131	465	945	1439	1947	2471	530
- Repair carport posts/beams/fascia	\$2,700	2021	10	1050	2131	3245	380	772	1176	1592	2020	2461	2916	3384	3866	4362	685	1390
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,080	2024	6	219	445	678	918	1165	1419	262	532	809	1096	1390	1694	309	627	954
- Ongoing partial maintenance of pathways 10% of total	\$1,155	2027	5	163	331	504	683	866	1056	1251	1451	1658	362	735	1119	1515	1922	412
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 30 years 25% of total	\$2,112	2033	5	195	395	602	814	1033	1259	1491	1731	1977	2231	2493	2762	3040	3326	3620
- Replace brush fencing in 5 years	\$2,100	2023	12	504	1024	1559	2110	2678	267	542	825	1116	1417	1726	2045	2373	2711	3059
- Replace metal baluster fencing in 13 years	\$1,820	2031	25	188	382	582	788	999	1218	1442	1674	1912	2158	2411	2672	2940	462	937

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace clothes lines in 20 years 25% of total	\$750	2026	4	118	239	363	492	624	760	900	<b>1045</b>	281	571	869	<b>1176</b>	315	639	973
- Provision to replace mail boxes	\$800	2031	25	83	168	256	346	439	535	634	736	840	948	1060	1174	<b>1292</b>	203	412
- Ongoing partial replacement of exterior lighting	\$290	2019	3	<b>329</b>	116	236	<b>359</b>	127	257	<b>392</b>	139	282	<b>429</b>	151	307	<b>468</b>		
<b>ROOF</b>																		
- Maintain roof ridge capping/tiles	\$2,200	2025	15	388	788	1200	1625	2062	2512	<b>2976</b>	274	557	847	1147	1456	1773	2101	2438
- Provision to replace guttering in 11 years 25% of total	\$1,560	2020	3	897	<b>1821</b>	644	1306	<b>1989</b>	703	1428	<b>2174</b>	768	1560	<b>2375</b>				
- Provision to replace polycarbonate roofing in 10 years 25% of total	\$1,050	2019	3	<b>1190</b>	421	854	<b>1300</b>	460	933	<b>1421</b>	502	1019	<b>1552</b>					
- Provision to replace down pipes in 8 years 33% of total	\$535	2020	3	307	<b>624</b>	221	448	<b>682</b>	241	489	<b>745</b>							
<b>STAIRWELL</b>																		
- Repair walls	\$2,000	2021	10	778	1579	<b>2404</b>	282	572	871	1179	1496	1823	2160	2506	2863	<b>3231</b>	507	1029
- Repair ceiling/stair stringers	\$1,200	2021	10	467	947	<b>1442</b>	169	343	523	707	898	1094	1295	1503	1717	<b>1938</b>	304	617
- Repair rails	\$600	2021	10	233	474	<b>721</b>	85	172	261	354	449	547	648	752	859	<b>969</b>	152	309
- Replace vinyl flooring in 5 years	\$1,200	2023	20	288	585	891	1206	<b>1530</b>	126	255	389	526	667	813	963	1118	1277	1441
- Repair door face	\$240	2021	10	93	189	<b>288</b>	34	69	105	142	180	219	259	301	344	<b>388</b>	61	124
- Provision for stairs maintenance	\$300	2022	4	89	180	274	<b>371</b>	100	203	309	<b>418</b>	113	229	348	<b>471</b>	126	256	390
<b>LAUNDRY</b>																		
- Repair walls/ceiling	\$1,000	2021	10	389	789	<b>1202</b>	141	286	435	589	748	911	1079	1253	1431	<b>1615</b>	254	515
- Maintain fixtures/fixtures	\$200	2024	8	41	83	126	170	216	<b>263</b>	37	76	116	157	199	242	287	<b>333</b>	
- Provision to replace tub	\$330	2033	30	30	62	94	127	162	197	233	271	309	349	390	432	475	520	<b>566</b>
<b>TOTAL ACCRUALS</b>				<b>12636</b>	<b>22996</b>	<b>10960</b>	<b>16734</b>	<b>17080</b>	<b>23152</b>	<b>25392</b>	<b>26399</b>	<b>31013</b>	<b>38035</b>	<b>41581</b>	<b>46384</b>	<b>15853</b>	<b>18161</b>	<b>24084</b>

\* Bold blue items listed above are expense items that occur in that year.

## REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report does not consider or make recommendations as to the condition of gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

## AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







## Certificate of Insurance

ABN 29 008 096 277

Wendy Lewis  
Strata Corporation 4636 Inc  
Whittles Strata Management  
PO Box 309  
KENT TOWN SA 5071

**Date:** 10.01.2025  
**Invoice No:** I4701710

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

**Class** Residential Strata/Community Corporation

**Insurer** Strata Community Insurance Agencies Pty Ltd  
12 Tucker Street  
ADELAIDE SA 5000

**Period** 31.01.2025 to 31.01.2026

**Policy No.** SRSC19000115

### Important Notice

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

### Disclaimer

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

# MGA Insurance Brokers Pty Ltd

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

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

## COVERAGE SUMMARY

Strata Corporation 4636 Inc  
Residential Strata/Community Corporation

### RESIDENTIAL STRATA/COMMUNITY CORPORATION

**INSURED:**

Strata Corporation 4636 Incorporated

**SITUATION:**

306 Fullarton Road, FULLARTON SA 5063

**INTEREST INSURED:**

Building Sum Insured	\$	2,310,000
Common Contents Sum Insured	\$	23,100
Loss of Rent/Temporary Accommodation	\$	346,500
Catastrophe/Emergency Cover		<b>Not Insured</b>
Flood		<b>Insured</b>
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	500,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured
<b>EXCESS:</b>		
Standard Excess		\$1,000

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## COVERAGE SUMMARY

Strata Corporation 4636 Inc  
Residential Strata/Community Corporation

Flood Excess	\$1,000
Storm Surge Excess	N/A
Public Liability Excess	NIL
Voluntary Workers Excess	NIL
Fidelity Excess	NIL
Office Bearers Liability Excess	NIL
Machinery Breakdown Excess	N/A
Government Audit Excess	NIL
Appeal Expenses Excess	NIL
Legal Defence Expenses Excess	\$1,000 + 10% Contribution
Other excesses payable are shown in the Policy Wording	

### ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism  
Others As Per Policy

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

### UNDERWRITING INFORMATION:

Year Built	1972
Primary Wall Construction	Brick
Secondary Wall Construction	Not Applicable
Roof Construction	Tile
Floor Construction	Concrete
Aluminium Composite Panels	No
Primary External Cladding:	
N/A	
Secondary External Cladding:	
N/A	
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No
Number of Units	10
Number of Levels	2
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1

# MGA Insurance Brokers Pty Ltd

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S.A. 5065

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PO Box 309  
KENT TOWN S.A. 5071

## COVERAGE SUMMARY

Strata Corporation 4636 Inc  
Residential Strata/Community Corporation

% of EPS

0 %

% Commercial Tenants

NO %

Additional Construction Comments:

# Form R3

## Buyers information notice

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

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

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

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

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

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

### Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

## Enjoyment

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- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

## Value

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- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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

**IMPORTANT NOTICE**  
**SMOKE ALARM LEGISLATION**

Legislation relating to smoke alarms came into force on the 1<sup>st</sup> day of February 1998.

- If the home you are purchasing was built on or after the 1<sup>st</sup> of January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.
- If the home was built prior to the 1<sup>st</sup> of January 1995, but purchased by the vendor on or after 1<sup>st</sup> February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removeable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.
- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removeable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of \$750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

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