

contract for sale of land or strata title
by offer and acceptance



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WHITE HOUSE
PROPERTY PARTNERS

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: GOLD PARK PTY LTD T/A WHITE HOUSE PROPERTY PARTNERS - TRIENNIAL NO. RA78004

Address ACN: 633 983 285 ABN: 21 633 983 285

45 CANNING HIGHWAY

Suburb EAST FREMANTLE State WA Postcode 6158

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at: PROVIDED TO AGENT

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

☐ Sole owner ☐ Joint Tenants ☐ Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address 10/3 NORMAN STREET

Suburb FREMANTLE State WA Postcode 6160

Lot 10 Deposited / Survey / Strata / Diagram / Plan 63910 Whole / Part Vol 2864 Folio 159

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by WHITE HOUSE PROPERTY PARTNERS REBA TRUST ACCOUNT TC 78004

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

Property Chattels including ALL FIXED FLOOR COVERINGS, WINDOW TREATMENTS, LIGHT FITTINGS, FIXTURES & FITTINGS.

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☒ NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/

MORTGAGE BROKER (NB: If blank, can be any)

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.
If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
(b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
(b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
(b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
 - (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;
- and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
 - (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1. ANNEXURE 'A' FORMS PART OF THIS CONTRACT - STATE GOVERNMENT REGULATIONS.

2. THE BUYER/S ARE AWARE AND ACKNOWLEDGE DOCUMENT M923624.

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PROPERTY PARTNERS

SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name			
Address			
Suburb		State	Postcode
Name			
Address			
Suburb		State	Postcode

EMAIL: The Seller consents to Notices being served at: **PROVIDED TO AGENT**

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:
1. This offer and acceptance 2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions 4. **CoT, Annexure A**

Signature	Signature
-----------	-----------

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance 2. 2022 General Conditions
3. **CoT, Annexure A**

Signature	Signature
-----------	-----------

CONVEYANCER (Legal Practitioner/Settlement Agent) The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.	
BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	
Signature	

ANNEXURE (A)

**STATE GOVERNMENT REGULATIONS
SWIMMING POOL/SPA
SMOKE ALARM(S)
RCDs**

This Annexure forms part of the Contract for the Sale of Land and/or Strata Title for the Property at

10/3 NORMAN STREET, FREMANTLE, WA 6160

The Seller represents and warrants to the Buyer that at Settlement:

1.

Swimming Pool/Spa
~~a) the swimming pool/spa mechanical and electrical plant and equipment will be in good working order;~~
~~b) the pool/spa safety barriers will comply with the requirements of all Authorities; and~~
~~c) the Buyer will not be required to undertake any works to the pool/spa safety barriers.~~
2.

Smoke Alarms
a) the Property will meet the requirements of the deemed-to-satisfy provisions concerning smoke alarms or smoke hazard management under the Building Code applicable at the time of installation; and
b) each smoke alarm necessary to meet those requirements was installed less than 10 years before the Settlement Date; and
c) each smoke alarm referred to in paragraph (b) is or will be in working order; and
d) if a smoke alarm referred to in paragraph (b) was, at the time of its installation, required to be connected to the mains power supply to meet those requirements -
(i) the alarm is permanently connected to the mains power supply; or
(ii) if, in relation to the alarm, the use of the battery powered smoke alarm has been approved by the local government authority, the alarm has a 10 year battery life that cannot be removed.
3.

Residual Current Devices
* Delete either 3(a) or 3(b)
a) (i) at least two Residual Current Devices (RCDs) are installed to the residential premises.
(ii) the RCDs protect all power point and lighting final subcircuits to comply with the Electricity Regulations 1947 ("the Regulations"); **OR**
~~b) the Seller has received an exemption from Energy Safety (see attached). The exemption has been granted because the residential premises do not have a switchboard or the switchboard does not accommodate two RCDs and an inspector (under the Regulations) has provided a written notice that it is impractical to install two RCDs, but the Seller has installed one RCD to the residential premises.~~
c) residential premises means premises that constitute or are intended to constitute a place of residence at the Property.

Buyer

Seller

Date

Date

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

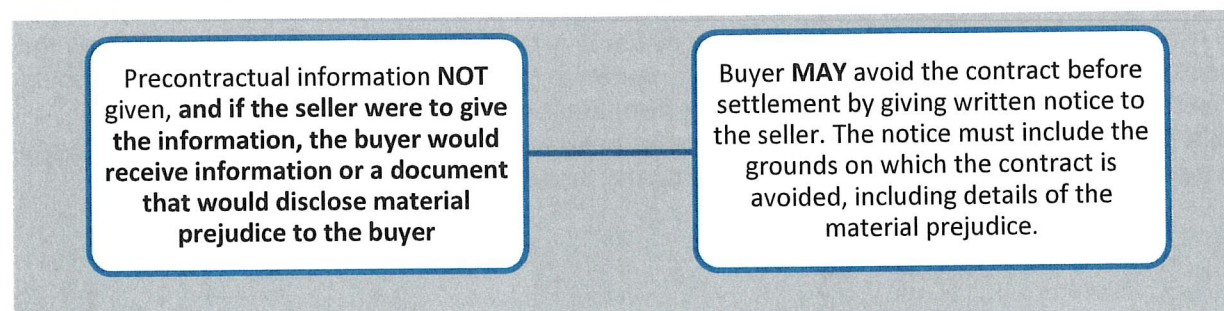
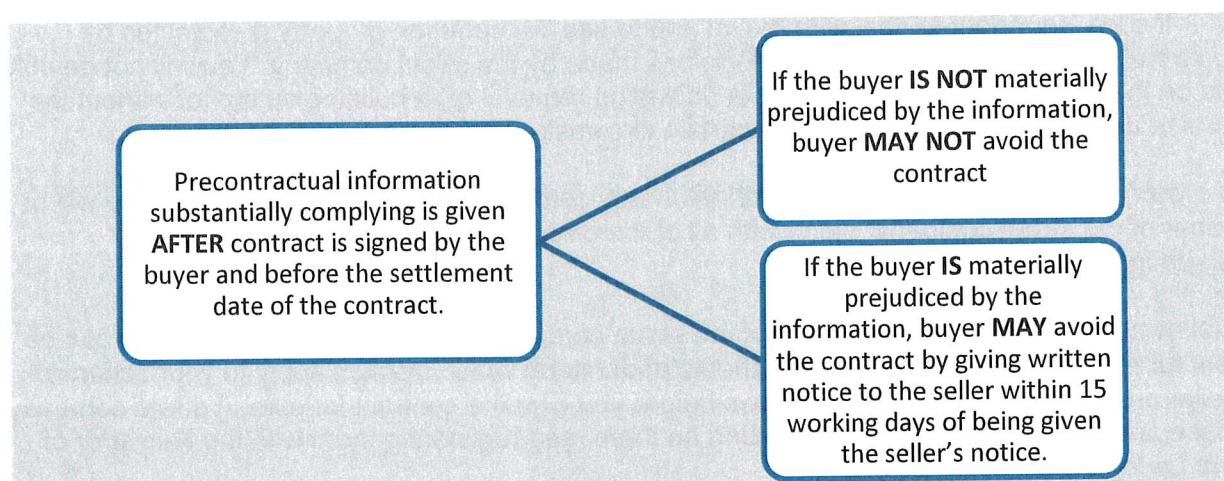
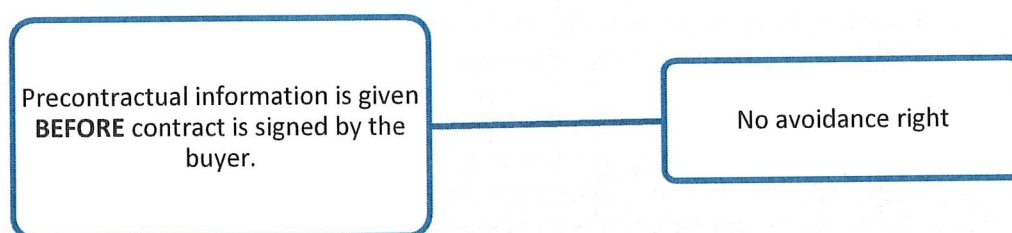
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:



Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

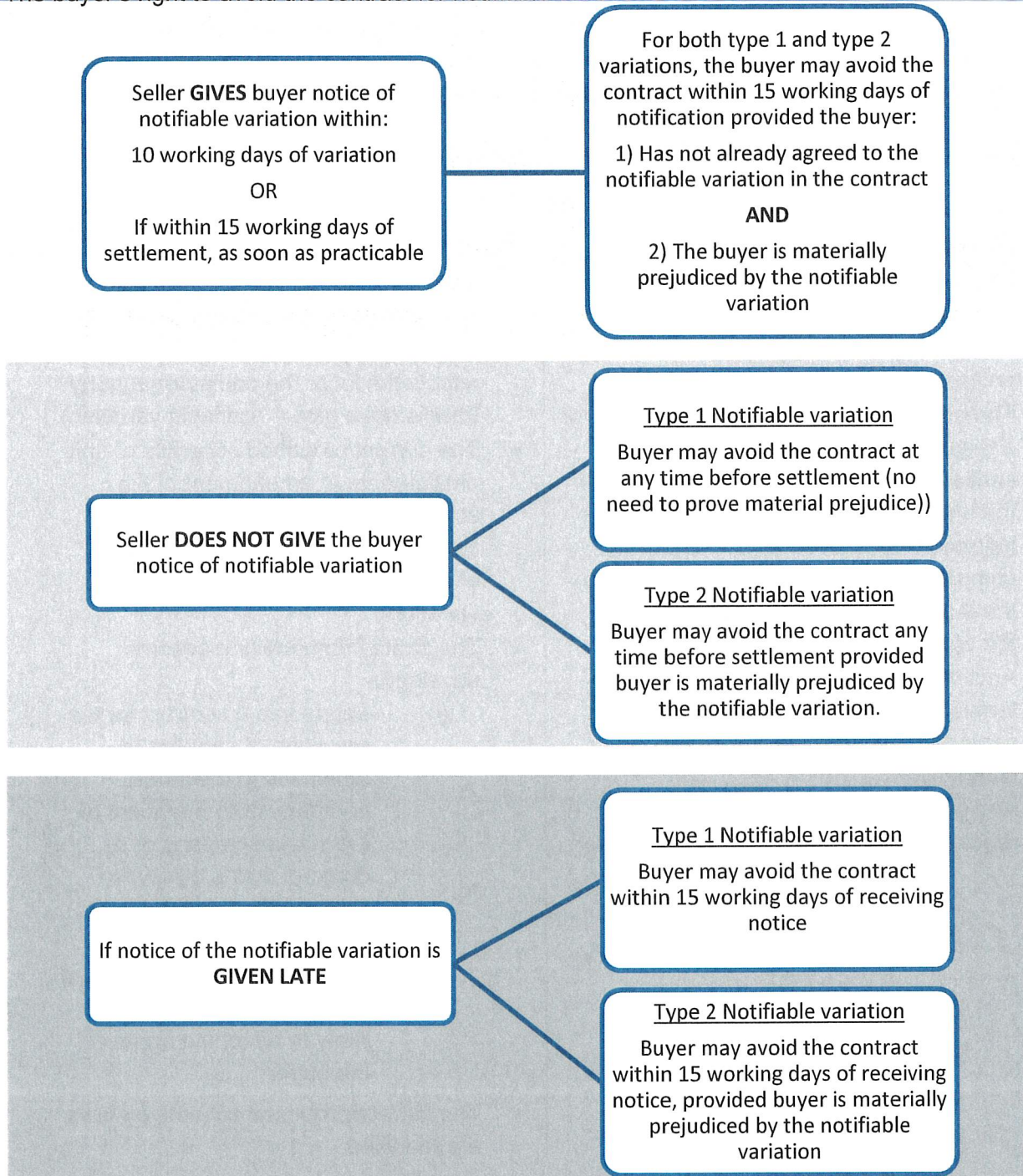
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation. 	<ul style="list-style-type: none"> • The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- <ul style="list-style-type: none"> (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme – that is, an 'off the plan' sale.

Buyer's right to postpone settlement

The buyer has a right to postpone the settlement date of the contract for the sale and purchase of a lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone the settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Disputes to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot, which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name KIMMIE CHAPMAN
Address 1013 NORMAN ST. FREMANTLE WA 6160
Telephone/mobile 9335 5877 Email caite@jldstrata.com.au
Name /
Address /
Telephone/mobile / Email /

Scheme Information The term 'scheme' includes strata and survey-strata scheme

Scheme Details

Scheme name JOHN PETH RIDGE STRATA SERVICES
Name of the strata company NORMAN ST STRATA SCHEME
Address for service of the strata company (taken from scheme notice) 1F NORFOLK ST, FREMANTLE WA 6160
Name of Strata Manager CAITLIN PETH RIDGE
Address of Strata Manager as above
Telephone / Mobile 9335 5877
Email cait@jldstrata.com.au

The status of the scheme is:

- ☐ proposed
☒ registered

The scheme type is:

- ☒ strata
☐ survey-strata

The tenure type is

- ☒ freehold
☐ leasehold

For leasehold only:

The scheme has a term of ____ years ____ months ____ days commencing on registration of the scheme _____

If there is a registered scheme notice, the expiry day for the leasehold scheme is ____/____/____

For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020).

N/A

ATT

A copy of the scheme plan showing the exact location and definition of the lot

ATT

A copy of the scheme by-laws

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate

N/A

Do the scheme by-laws include staged subdivision by-laws ☒ no ☐ yes

N/A

☐ If yes, they are included with this form

☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme

ATT

If this is a leasehold lot, a copy of the strata lease for the lot

N/A

Additional comments: N/A

Minutes (choose one option)

☒ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)

ATT

☐ A statement that the strata company does not keep minutes of its meetings*

N/A

☐ A statement of why the seller has been unable to obtain the minutes

N/A

Additional comments: N/A

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company

ATT

☐ A statement that the strata company does not prepare a statement of accounts*

N/A

☐ A statement of why the seller has been unable to obtain a statement of accounts

N/A

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: N/A

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? ☒ no ☐ yes

N/A

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

☐ This lot is a leasehold strata expiring on ____/____/____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

1015 NORMAN STREET FREMANTLE WA 6100

Lot 10 on scheme plan no. 63910

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? *

☒ no ☐ yes

If yes, describe the restriction N/A

* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property

☒ no ☐ yes

If yes, please give details N/A

N/A

Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

☒ Contributions that have been determined within the previous 12 months

☐ If not determined, estimated contributions for 12 months after proposed settlement date

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	<u>\$884.00</u>		<u> </u>
Reserve fund:	<u>\$187.20</u>		<u> </u>
Other levy (attach details)	<u> </u>		<u> </u>

☐ Actual ☐ Estimated total contribution for the lot \$ 1071.20

Payable ☐ annually ☐ bi-annually ☒ quarterly ☐ other:

Due dates next on 1 / 10 / 25 \$1,071.20 on 01 / 04 / 2026
\$1,071.20 on 01 / 01 / 2026 \$1,071.20 on 01 / 07 / 2026

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is

\$ 0

If the seller has a debt owed to a utility company, the total amount owing is

\$ 0

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached.

Additional comments: NIA

Scheme developer specific information

Information specific to the sale of a strata lot – only to be
completed if the seller of the lot is a scheme developer

Att.

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached.

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?

☐ no ☐ yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company

Additional comments: _____

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? If yes, attach details including terms and conditions.

☐ no ☐ yes

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

☐ no ☐ yes

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for

the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?

☒ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value.

N/A

Additional comments: N/A

Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
- **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.

Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

☐ I / ☐ We¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature _____

Name _____

Date ____/____/____

Signature _____

Name _____

Date ____/____/____

¹ Select one.

Statement by the buyer(s) / buyer's representative

☐ **I** / ☐ **We**¹, the buyer/s, acknowledge that ☐ **I** / ☐ **we**¹ received Part A and Part B of the required precontractual disclosures before ☐ **I** / ☐ **We**¹ signed the contract of sale.
☐ **I** / ☐ **We**¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ **me** / ☐ **us**¹.

Signature

Name

Date

____/____/____

Signature

Name

Date

____/____/____

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

2864

Folio

159

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893 AND THE
STRATA TITLES ACT OF 1985

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 10 ON STRATA PLAN 63910

TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

(T P032545) REGISTERED 4/2/2022

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:	SP63910
PREVIOUS TITLE:	1132-695
PROPERTY STREET ADDRESS:	UNIT 10 3 NORMAN ST, FREMANTLE.
LOCAL GOVERNMENT AUTHORITY:	CITY OF FREMANTLE



STRATA PLAN

63910

SHEET 2 OF 3 SHEETS

Crossland & Hardy Pty Ltd

CONSULTING LICENSED SURVEYORS
177 RAILWAY PARADE, MAYLANIS 6051
TEL 08 9272 2314 FAX 08 9370 3547
EMAIL info@chsruvey.com.au
A.B.N. 46 008 745 542

GROUND FLOOR PLAN

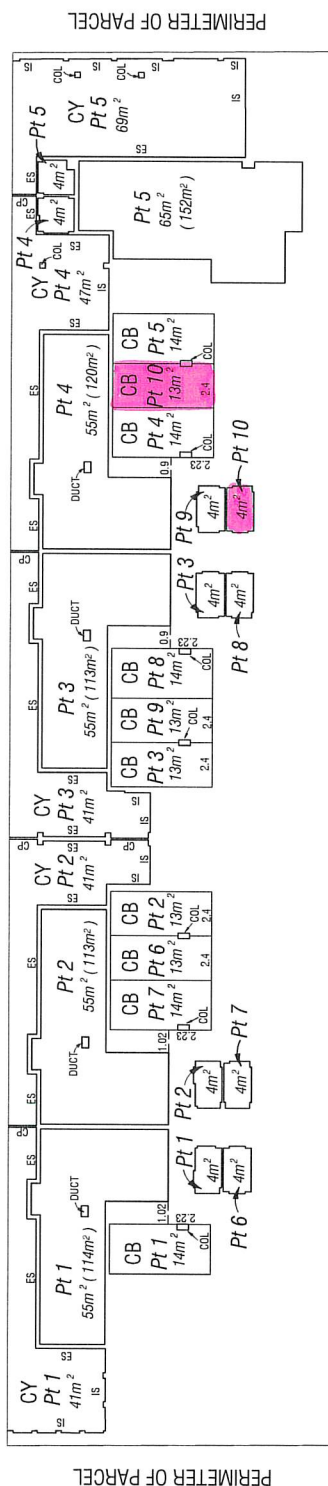
1:250 @ A3



FOR OTHER PARTS OF LOTS 6 - 10 (INCL.) SEE SHEET 3



PERIMETER OF PARCEL



PERIMETER OF PARCEL

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE STRATUM OF THE COURTYARDS (CY) EXTENDS FROM THE UPPER SURFACE OF THEIR COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED, WHERE IT IS THE UNDERSIDE OF THEIR CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE COURTYARDS (CY) ARE THE INNER SURFACES OF THE COURTYARD WALLS AND THE EXTERNAL SURFACE OF THE BUILDING WALLS.

THE STRATUM OF THE CAR BAYS (CB) EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED, WHERE IT IS THE UNDERSIDE OF THEIR CEILING.

ALL SERVICE DUCTS ARE COMMON PROPERTY
COLUMNS (COL) ARE COMMON PROPERTY
WHERE DIMENSIONS ARE USED TO DEFINE PART LOTS EXTERNAL TO THE BUILDINGS, ALL ANGLES ARE 90°.

ALL DISTANCES MEASURED FROM WALLS ARE MEASURED FROM THE OUTSIDE FACE OF THE WALLS

ALL CARBAYS ARE 2.7m x 5.4m UNLESS SHOWN OTHERWISE

ES - EXTERNAL SURFACE OF WALL
IS - INTERNAL SURFACE OF WALL
CP - CENTRE PLANE OF WALL

**Landgate**

www.landgate.wa.gov.au

STRATA PLAN

63910

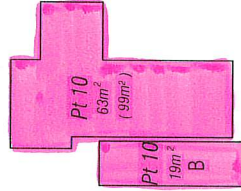
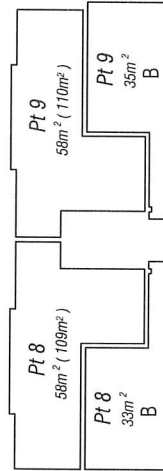
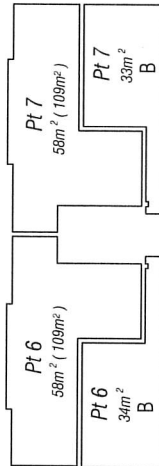
SHEET 3 OF 3 SHEETS

CROSSLAND & HARDY PTY LTD
CONSULTING LICENSED SURVEYORS
177 RAILWAY PARADE, MAYLANDS 6051
TEL 08 9272 2214 FAX 08 9370 3347
EMAIL info@clsurveys.com.au
A.B.N. 46 008 745 542

FOR OTHER PARTS OF LOTS 6 - 10 (INCL.) SEE SHEET 2

FIRST FLOOR PLAN

1:250 @ A3



THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THE BALCONY WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS

THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR BALCONY FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR, THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, WHERE NOT COVERED.

FORM 3

STRATA PLAN No. 63910							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	102	2864	- 150				
2	95	2864	- 151				
3	95	2864	- 152				
4	95	2864	- 153				
5	110	2864	- 154				
6	102	2864	- 155				
7	99	2864	- 156				
8	99	2864	- 157				
9	99	2864	- 158				
10	104	2864	- 159				
				Aggregate	1,000		


DESCRIPTION OF PARCEL AND BUILDING

LOT 12 ON PLAN 4384
A BRICK AND TIN MULTI STOREY COMPLEX

**CERTIFICATE OF LICENSED VALUER
STRATA**

I, **DAVID GLENDINNING**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

14-Jan-2015
Date


 David Glendinning
 2015.01.14
 19:57:41 +08'00'
 Signed



FORM 5

Strata Titles Act 1985

Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 63910

DESCRIPTION OF PARCEL & BUILDING

LOT 12 ON PLAN 4384
A BRICK AND TIN MULTI STOREY COMPLEX

CERTIFICATE OF LICENSED SURVEYOR

I, DANIEL MACEY
....., being a licensed surveyor registered under the
Licensed Surveyors Act 1909 certify that in respect of the strata plan which relates to
the parcel and building described above (in this certificate called "the plan"): —

- (a) each lot that is not wholly within a building shown on the plan is within the
external surface boundaries of the parcel; and either
- *(b) each building shown on the plan is within the external surface boundaries of the
parcel; or
- ~~*(c) in a case where a part of a wall or building, or material attached to a wall or
building, encroaches beyond the external surface boundaries of the parcel —~~
- ~~(i) all lots shown on the plan are within the external surface
boundaries of the parcel;~~
- ~~(ii) the plan clearly indicates the existence of the encroachment and
its nature and extent; and~~
- ~~(iii) where the encroachment is not on to a public road, street or way,
that an appropriate easement has been granted and will be lodged
with the Registrar of Titles to enable it to be registered as an
appurtenance of the parcel; and~~
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) no(s)
.....
on Strata Plan No. registered in respect of (name of scheme) or
sufficiently complies with that/those by-law(s) in a way that is allowed by
regulation 36 of the *Strata Titles General Regulations 1996*.~~

D J Macey

01-Dec-2014

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable



PERMIT

FORM BA12

Occupancy Permit - Strata

Western Australian Building Act 2011, s.50, s.61
Building Regulations 2012, r.4

OFFICE USE ONLY

Permit number

OPS0003/14

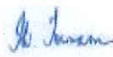
This form is for the purposes of the *Building Act 2011*, s.50 and the *Strata Titles Act 1985*, s.5B(2)(a) & 8A(f)(i)

1. Details of building or structure

Certificate of Title	Lot 12 Plan 4384	Folio 1132-695
Lot on survey	12	
Strata Plan Number	63910	
Property street address (Street number, street name, suburb, postcode)	3 Norman Street FREMANTLE WA 6160	
Description of building	Brick and Steel Residential Units	
BCA class of the building	Main BCA Class 2	
Use/s of building	Dwellings	

2. Permit Details

- This occupancy permit is for: ☒ Whole of building
- Western Australian Planning Commission approval required ☒ Yes ☐ No
- All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.
- This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

	Name: (print)	Signature:	Date:
Issuing officer	Ian Townson		27 November 2014
Title	Principal Building Surveyor		
Permit authority	City of Fremantle		

Building Commissioner - date approved: 09 Mar 2012

CITY OF FREMANTLE
Occupancy Permit - Strata
OPS0003/14
Building Act 2011
Building Act 2011
27/11/2014



FORM 26

WAPC Ref.

STRATA PLAN NO 63910

Strata Titles Act 1985

Sections 25(1), 25(4)

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING
COMMISSION TO STRATA PLAN**

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to —

* (i) the *Strata Plan/~~plan of re-subdivision/plan of consolidation~~ submitted on
2-Dec-14 and relating to the property
described below;

* (ii) ~~the sketch submitted on of the~~
~~proposed *subdivision of the property described below into lots on a Strata~~
~~Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below,~~
~~subject to the following conditions~~

Property Description: Lot (or Strata Plan) No.
12 ON PLAN 4384
Location
3 NORMAN STREET
Locality
FREMANTLE
Local Government
CITY OF FREMANTLE

Lodged by: Crossland & Hardy Surveyors
177 Railway Parade Mayland
Date: 2-Dec-14


Acting Manager Statutory Planning
For Chairman, Western Australian
Planning Commission

3.12.14...
Date

(*To be deleted as appropriate.)

Delegated under Sec. 16 P&D Act 2005

[illegible]

Note: Entries may be affected by subsequent endorsements.

FORM B4

M923624 SM

26 Feb 2015 11:27:32 Perth



REG \$ 160.00

LODGED BY

ADDRESS: Envoy Settlement Agency
PO Box 193
PHONE No. WEST PERTH WA 6872
Phone: 6311 1222 Fax: 6311 1233
FAX No. LTO Box 92Q

REFERENCE No.

ISSUING BOX No. 92Q

PREPARED BY STCS

ADDRESS 1 Riverina Drive, Ascot

PHONE No. 92777202

FAX No. 92777202

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. LETTER Received Items
2. _____ Nos. 1
3. _____
4. _____
5. _____ Receiving Clerk
6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

Accept Non-duplex. 28

Landgate



SIGNATURE OF APPLICANT

Executed by MPL PROPERTY PTY LTD (ACN 166 213 574) in the presence of;

Director

Director

MILNOR CHARLES MARY LAURENCE JOHN CASTELANELLI
Print full name Print full name

SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

ENCUMBRANCE Document & No **Mortgage J552314**

Signed by National Australia Bank

ISH PERIES
BANK OFFICER
NATIONAL AUSTRALIA BANK
C/- 100 ST GEORGES TERRACE
PERTH WA 6000





23. FLOOR COVERINGS AND NOISE TRANSMISSION

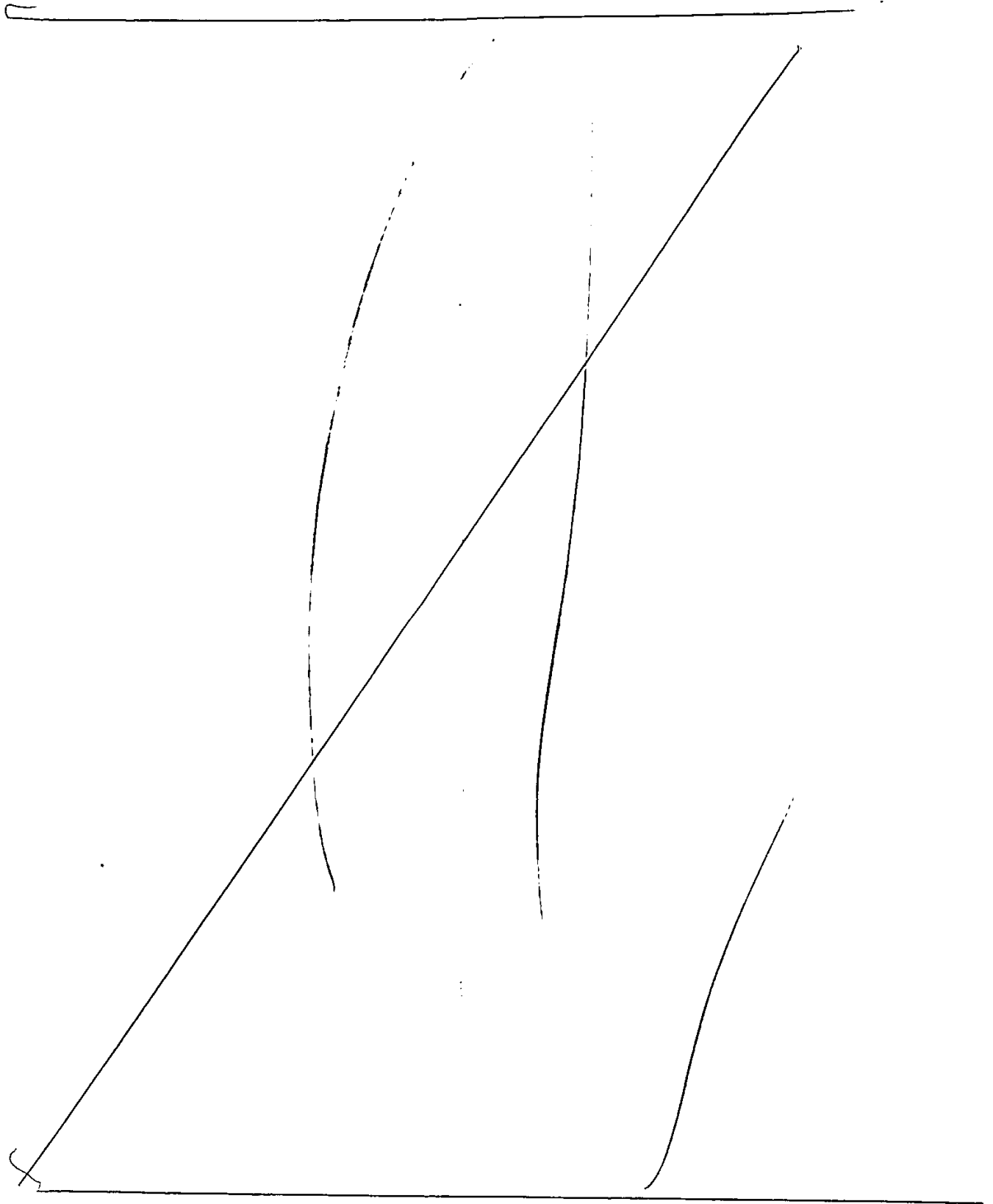
- (1) A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising the kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.
- (2) A proprietor of a lot shall be permitted to install timber, cork or ceramic tile flooring within the floor space within its lot provided the installation of the flooring and noise transmission conforms to the Building Codes of Australia standards for developments of this type.
- (3) A proprietor, occupier or other resident of a lot shall not be permitted to fix speakers, television panels or other entertainment equipment to the walls floors or ceilings that comprises its lot. Speakers must be resiliently isolated in accordance with the manufactures specifications from walls, floors and ceilings.

24. RUBBISH DISPOSAL

- (1) A proprietor, occupier, resident or occupier of a lot shall -
 - (a) comply with all local government authority and strata company by-laws and ordinances relating to garbage disposal;
 - (b) ensure that any waste that is placed in a bin is wrapped and sealed so as not to cause offensive odours or unsanitary conditions;
 - (c) ensure its rubbish bin is placed in position for collection the night before collection and the rubbish bin is returned to its allocated part of each lot.
 - (d) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by its disposal of garbage.
- (2) Any proprietor, occupier, resident or tenant who is moving into or out of a lot shall at their expense immediately dispose of any rubbish (including cardboard boxes, wrapping material, packaging, broken furniture or similar waste). None of these, or similar, materials are to be stored, kept or remain on a lot, the common property or the proprietor's carport. In the event that a proprietor, occupier, resident or tenant does not dispose of such rubbish immediately, the strata company shall do so and the proprietor, occupier, resident or tenant will be responsible for the costs of doing so.

DATED THIS ELEVENTH DAY OF DECEMBER 2014





- (2) A proprietor, occupier or other resident may only enter upon the common property with a pet for the purpose of access and egress to their lot.
- (3) Any dog or cat belonging to a proprietor, occupier or other resident that enters the common property, must be leashed or carried and under the control of a responsible person.
- (4) The strata company may serve notice on a proprietor, occupier or other resident of a lot whose pet causes a nuisance to other proprietors or breaches these by-laws. The notice shall request the removal of the offending pet within 7 days of service of the notice.

20. SIGNAGE ERECTION AND INSTALLATION

- (1) Except as provided by clause 2 of this by-law, a proprietor, occupier or other resident of a lot must not display any sign, advertisement, placard, banner on any external part of its lot or the common property (including For Sale and For Lease signs) without the prior written consent of the strata company.
- (2) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of twelve months (12) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

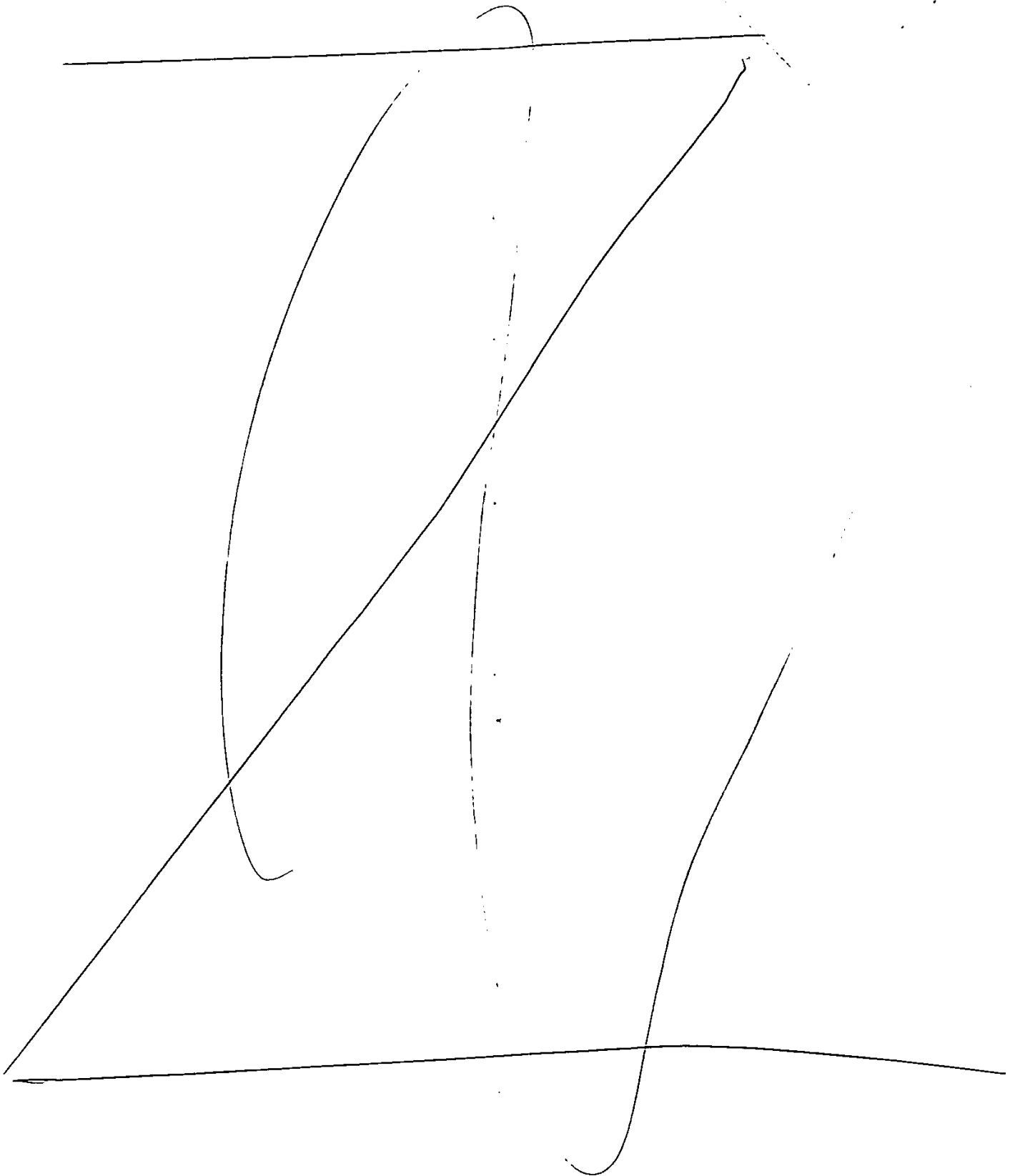
21. PEACEFUL ENJOYMENT

- (1) A proprietor, occupier or other resident or visitors to a lot are advised that all reasonable efforts are to be made by them, to ensure there is no undue noise within the lots or common property.
- (2) A proprietor, occupier or other resident shall not be permitted to make undue noise in or about any lot or common property that contravenes any regulation, by-law, or statute of the local government authority or any other government or regulating authority law.
- (3) In the event that clause (2) of this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$500 on the defaulting proprietor, tenant or visitor.

22. BALCONY APPEARANCE AND FURNITURE

- (1) The external appearance of the buildings is to be maintained to a uniform and aesthetically pleasing demeanour.
- (2) A proprietor, occupier or other resident of a lot shall –
 - (a) not enclose or add any blinds, awnings or other material to the terrace or balcony of a lot without the prior written consent of the strata company;
 - (b) ensure at all times that all outdoor furniture that is on the balcony is fitted with suitable floor pads that will prevent the transmission of noise.





15. VEHICLES PARKING ON COMMON PROPERTY

- (1) The vehicle access way comprising common property must at all times be available for access and egress by pedestrians or motor vehicles.
- (2) A proprietor, occupier, other resident of a lot shall not be permitted at any time to park a motor vehicle, trailer, camper van or boat and trailer either temporarily or permanently on any part of common property or within the designated visitors car parking bay.
- (3) Visitors to a lot shall be permitted to park in the designated visitor's car parking bay for a maximum time of 4 hours in any 24 hour period. A proprietor, occupier, other resident of a lot shall not be permitted to park in the visitors parking bay at any time.
- (4) In the event that clause (2) of this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$500 on the defaulting proprietor or visitor.

16. VEHICLES WITHIN A LOT

A proprietor, occupier or other resident shall use the carport area of its lot for vehicle parking and shall, other than minor repairs and maintenance to a vehicle, not be permitted to conduct major repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of the lots or the common property lot. Unlicensed vehicles or car wrecks are not permitted on the parcel. No vehicle parts, tools or any other debris or rubbish is to be left in a carport.

17. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME

No motor vehicle will exceed a speed limit of ten (10) kilometres per hour while traveling within the parcel and it shall be the responsibility of all registered proprietors, occupiers and tenants to ensure this by-law is adhered to by all motor vehicles entering the scheme. In the event that this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$400 on the defaulting proprietor or visitor.

18. NOISY VEHICLES NOT PERMITTED WITHIN THE STRATA SCHEME

To ensure reasonable peace and enjoyment for all occupiers, a proprietor, occupier or other resident shall not be permitted to park a motor vehicle or motor cycle within the parcel boundaries whose exhaust noise emissions does not comply with noise decibel limits imposed by the Road Traffic (Vehicle Standards) Rules 2002 - Reg 144.

19. KEEPING OF PETS

- (1) A proprietor, occupier or other resident of a lot shall be permitted to keep either one small domesticated dog weighing no more than 10 kilograms or thereabouts, or 1 cat on its lot. Indoor aquariums are permitted provided the proprietor, occupier or other resident indemnifies the strata company from any liability for damage caused in the event the aquarium breaks and floods the lot. Domesticated cage birds are permitted provided the birds do not interfere with the quiet and peaceful enjoyment of their lots by the other proprietors.





23. ACCESS OVER A LOT BY THE STRATA COMPANY OR IT'S AGENTS OR LOT PROPRIETORS

Where and to the extent that the strata company resolves that access is necessary or desirable for repairs to the common property, cleaning of the external parts of the windows or painting and maintenance of a lot (or for any other reason they reasonably consider necessary), the proprietor, occupier or resident of a lot shall permit the strata company and its servants, agents, contractors and invitees (with all necessary plant and equipment) to have access to his lot in order to obtain access to any part of the common property or lot.

24. OBLIGATION TO NOTIFY DEFECTS IN SERVICES

A proprietor, occupier or other resident shall give the strata company or managing agent prompt written notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures that form part of the common property and which are situated in his or her lot. The strata company shall have the discretion to carry out such repairs and renovations as and when they deem necessary for the safety and preservation of the building and services.

25. PERMITTED NUMBER OF OCCUPANTS FOR 1 AND 2 BEDROOM LOTS

(1) A proprietor, occupier or other resident of a lot shall be limited to accommodate 2 adult persons in a 1 bedroom lot and 4 adult persons in a 2 bedroom lot.

(2) A proprietor, occupier or other resident of a lot shall not be permitted to accommodate additional adult person in its lot other than the number of adult persons permitted in clause (1) of this by-law.

26. NO SMOKING

No proprietor, occupier, other resident or invitee shall smoke any tobacco or other substance in or on any part of the common property.

27. HOUSE RULES

The elected council may make house rules from time to time for the orderly conduct and use of common property from time to time for -

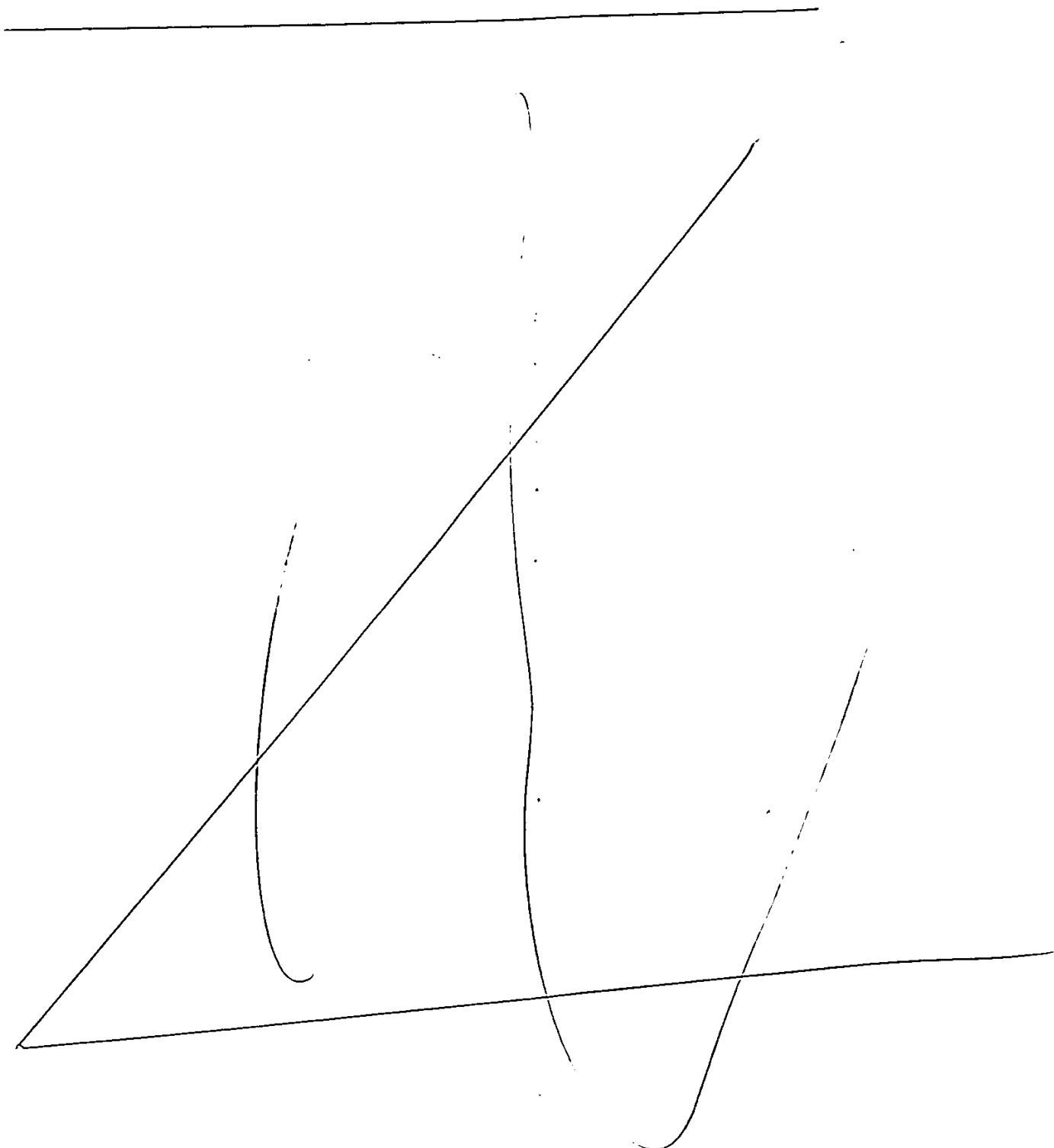
- (a) control of the vehicle access way;
- (b) rubbish bins on rubbish collection day;
- (c) any other activities or use of the common property;

provided such house rules shall be to promote the peaceful and orderly enjoyment of common property for the mutual benefit of all proprietors, tenants and occupiers and that they do not conflict with the by-laws.

2. The Schedule 2 by-laws are amended, repealed or added to as follows-

Schedule 2 by-laws 1, 7(b), 9, 10 and 12(c) are repealed and the following by-laws added -





days of receipt of the notice.

- (3) In the event that clause (2) of this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$500 on the defaulting proprietor.
- (4) The strata company shall be responsible at its cost maintain to maintain all gardens, landscaping and lawns that are on the common property or the road reserve verge.

19. RESERVE FUND

The strata company shall establish and administer a reserve fund in accordance with section 36(2) of the Act for the purpose of accumulating funds to meet contingent expenses that may arise in the future. These funds shall be raised at a rate of 0.05 percent of the insurable value of the building per annum, or another appropriate amount determined by the strata company.

20. SUNDRY ITEMS FOR THE USE OF A LOT

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items (eg. including (but not limited to) air conditioners, fly screens, door locks, lights, etc.) that are installed on or in the relevant proprietor's lot (or the common property if for the exclusive use of the particular lot). In the event a proprietor does not keep these items in good repair, then the strata company may serve a notice on the proprietor requiring these items to be properly maintained.

21. AIR CONDITIONING

- (1) The proprietor of a lot shall be responsible for the insurance, and if necessary the repair, replacement, and installation of any new air conditioning unit or the maintenance and upkeep of an existing system.
- (2) A proprietor wishing to install additional air conditioner must apply to the strata company for approval to install the air conditioner. air conditioners must be positioned in a location where the peaceful enjoyment of another occupier is not affected.

22. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY

- (1) It is the responsibility of the registered proprietor of a lot to ensure that all wet areas within the lot or lots of which they are the registered proprietor or occupier are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot other than waste pipes provided for the disposal of such water or liquid.
- (2) The registered proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that has been damaged by water leakage from its lot.





FORM 25

Strata Titles Act 1985

Section 5C (1)

STRATA PLAN No. 63910

MANAGEMENT STATEMENT

MPL PROPERTY PTY LTD (ACN 166 213 574)

(Name of original proprietors of land the subject of the plan)

(Description of parcel the subject of the plan) **LOT 12 ON PLAN 4384 THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 1132 FOLIO 695.**

This management statement lodged or to be lodged with a Strata Plan in respect of the above land sets out the by-laws of the strata company or amendments to the by-laws contained in Schedules 1 and 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the Strata Plan.

1. The Schedule 1 by-laws are amended, repealed or added to as follows-

Schedule 1 by-law 12(3) is repealed and the following by-laws added -

16. QUORUM FOR A GENERAL MEETING

For a general meeting that is not a requisitioned meeting, one-quarter of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

17. STRATA COMPANY TO RECOVER LEGAL COSTS FOR DEBT COLLECTION OR BREACHES

Any costs incurred by the strata company in the pursuit and recovery of monies owing by a proprietor, including interest chargeable in accordance with the Act and the Regulations of the Act, the cost of engaging the strata manager, a solicitor and debt collector including further any justifiable expenses of the strata manager outside of his normal duties as detailed in his agreement with the strata company shall, where permitted at law, be payable on demand and if necessary, recoverable as a debt in a Court of competent jurisdiction.

18. GARDENS AND LANDSCAPING WITHIN A LOT

- (1) A proprietor occupier or other resident of a lot that is located on the ground floor level shall at its costs keep the grounds within its lot to a reasonable and acceptable standard. No trees, plants or shrubs can exceed a height of 3 metres above natural ground level.
- (2) If in the opinion of the strata company the appearance of the gardens and landscaping on the part of the lot that can be viewed from the common property, the lot above or public road are not in keeping with the landscaping and gardens on the other lots, then the council shall serve a notice on the offending proprietor requesting rectification of the landscaping to an acceptable standard within 14



Strata Plan 63910

Lot	Certificate of Title	Lot Status	Part Lot
1	2864/150	Registered	
2	2864/151	Registered	
3	2864/152	Registered	
4	2864/153	Registered	
5	2864/154	Registered	
6	2864/155	Registered	
7	2864/156	Registered	
8	2864/157	Registered	
9	2864/158	Registered	
10	2864/159	Registered	



23 May 2025

Dear Owner,

RE: The Owners of 3 Norman St, Fremantle - Strata Scheme 63910
Notice of Annual General Meeting

Please find enclosed notice of your Strata Company's Annual General Meeting to be held at 3 Norfolk Street, Fremantle, WA, 6160 on 17 June 2025, commencing at 05:30 PM.

Electronic attendance via Zoom is available:

<https://us06web.zoom.us/j/89807355784?pwd=I5h3N0xPpH8mvyO0wwU2Wwwf5aHU1X.1>

Meeting ID: 898 0735 5784

Password: 63910

Dial in by telephone: (08) 7150 1149 and follow the prompts

The AGM is integral to the management of your Strata Scheme and we encourage all lot owners to participate.

For your convenience electronic attendance via Zoom is available. If you are attending in person, please RSVP by email to info@jdstrata.com.au.

Important Health Notice: *To protect the health of all attendees at the meeting, we ask that if you are unwell or experiencing any flu like symptoms that you **do not** attend the meeting in person. Please attend electronically via Zoom or complete a proxy form and email your vote to your strata manager.*

We remind you that the AGM is your opportunity to decide on the budget for the forthcoming financial year, upon which levies are based. Those in attendance will also be given the opportunity to elect a Council of Owners who will be empowered to manage the maintenance of the common property within the constraints of the budget set for the forthcoming financial year.

The Strata Titles Act requires attendance of at least 50% of owners in person or by proxy to constitute a quorum for the meeting. If you are unable to attend the meeting you can assist the Strata Company by providing a proxy, either enduring or otherwise to the Chairperson or any other person who will be attending the meeting.

If your lot is owned as a co-proprietorship (two or more owners listed on the title) or the lot is owned in the name of a corporate entity, you must complete a proxy form regardless of whether you are attending the meeting or not in order to be eligible to vote.

Please see relevant proxy forms enclosed within this notice of meeting, or alternatively you may **complete a proxy form online** using the following link: <https://jdstrata.com.au/proxy-form-enduring/>

If you intend to nominate yourself as a candidate for election to the Council of the strata company and you are unable to attend the meeting, please ensure to also complete a **council nomination form**, available here: <https://jdstrata.com.au/council-nomination-form/>

You are reminded that in order to vote on motions other than a *Resolution Without Dissent* or a *Unanimous Resolution* you **must have paid all levies to date**. Please allow at least 3 business days for levy payments to clear prior to the date of the meeting. If your payment has not cleared your vote will not be counted on the day of the meeting.

Should you require any further information please contact our office. We look forward to meeting with you and thank you for your anticipated participation.

Yours sincerely,



HARRY KAYE | STRATA MANAGEMENT

NOTICE OF ANNUAL GENERAL MEETING

The Owners of 3 Norman St, Fremantle - Strata Scheme 63910

Notice is hereby given that the Annual General Meeting of the above Strata Company will be held at 3 Norfolk Street, Fremantle, WA, 6160 on 17 June 2025, commencing at 05:30 PM.

Electronic attendance via Zoom is available:

<https://us06web.zoom.us/j/89807355784?pwd=I5h3N0xPpH8mvyO0wwU2Wwwf5aHU1X.1>

Meeting ID: 898 0735 5784

Password: 63910

Dial in by telephone: (08) 7150 1149 and follow the prompts

This notice is issued pursuant to the by-laws of the Strata Company on 23 May 2025, being not less than 14 days prior to the holding of the meeting.

The attention of proprietors is drawn to the following documents enclosed with this combined notice and agenda for this meeting:

CONTENTS

1. Annual General Meeting Agenda
2. Proxy Forms & Council Nomination Information
3. Minutes of the previous General Meeting
4. Strata Manager's Report
5. Statement of Accounts for the last Financial Year
6. Important Insurance Information and the Strata Manager's Disclosure Statement
7. Certificate/Schedule of Insurance
8. Quote for Security Access
9. Proposed budget of estimated expenditure and levy contributions for the coming Financial Year

The following matters are required to be considered as General Business for each and every annual general meeting of the Strata Company: *election of council members; consideration of accounts; presentation of insurance certificates*. All other business transacted at the meeting is taken to be Special Business.

Owners are also advised that any of the notified motions may be amended at the meeting and this may significantly affect the outcome. This may apply to the budget and proposed levied contributions for example. Attendance at the meeting enables participation in the debate and voting on each motion, amended or not. It is also possible to instruct your appointed proxy to provide your input and/or to vote for or against any matter put to a vote.

Note: The conduct of this meeting will be subject to the *Schedule of Standing Orders for Conduct of General Meetings*, available on our website: <https://jdstrata.com.au/forms/>

- Electronic voting is only available to those in attendance at the meeting via electronic means, unless otherwise advised.

1. PRELIMINARY MATTERS

John Dethridge Strata Services respectfully acknowledge the Whadjuk Nyoongar people as the Traditional Custodians of the land on which we meet today. We acknowledge their enduring connection to the lands, waterways and communities and pay our respects to Elders past, present and emerging.

Quorum:

- Registration of proprietors and proxy holders
- Verification of valid proxies received
- Verification of those eligible to vote and personally present

Appointment of Chairperson for the meeting

Motion under notice:

That the Strata Manager be authorised to act as Chairperson of the Strata Company for the purposes of this meeting.

Announcement of those present by invitation and any apologies received

2. Confirmation of previous minutes for the Last General Meeting

Motion under notice:

1. That by Ordinary Resolution, the minutes of the General Meeting held on 19th of June 2024 be verified as an accurate record of those proceedings.
2. Consideration of any matters arising not otherwise provided for by this agenda.

3. Acknowledgement of Strata Manager's Report

Motion under notice:

That by Ordinary Resolution the Strata Manager's Report, as attached to the notice of meeting, be received.

4. Statement of Accounts

(Questions of a financial nature must be notified to the strata company not less than 3 business days prior to the meeting).

Motion under notice:

That by Ordinary Resolution, the Statement of Accounts for the financial year ending 31st of March 2025, as attached to the notice of meeting, be adopted as presented.

5. Constitution of Council

Motion under notice:

1. That by Ordinary Resolution, the Council of the strata company consist of 4 owners.
2. Call for nominations of candidates for election to the Council
3. The conducting of a ballot, if necessary, to elect members of the Council
4. Appointment of Office Bearers – Chairperson, Secretary & Treasurer
5. Appointment of "Invoice Approvers" for authorising payment of non-routine invoices

6. Insurance Obligations of the Strata Company

Copies of insurance certificates, important insurance information and the Strata Manager's disclosure statement are enclosed together with the SCA Insurance Disclosure Consumer FactSheet. A copy of the relevant Financial Services Guide and Product Disclosure Statement are available electronically from the Strata Manager upon request.

Motions under notice:

That by Ordinary Resolution -

1. The Strata Company acknowledge receipt of the insurance certificates, insurance requirements and important information attached to the notice of meeting, detailing a general advice warning and disclosure relating to John Dethridge Strata Services' arrangement with the insurer.
2. The Strata Company resolve to review the replacement value by utilising the services of a valuer/ quantity surveyor to assess the current replacement value of improvements. *Note - the last valuation was carried out in 2022 and came in at \$3,509,000.00.*
3. The Strata Company resolve to renew the policy of insurance at the replacement value as indexed by the insurer or in line with a recent valuation, taking into consideration the date of the valuation and subsequent inflationary factors.

7. Non-Routine/ 10 Year Plan Maintenance

Motion under notice:

That by Ordinary Resolution, the Council be authorised to proceed with the following non-routine maintenance works as identified in the strata company's 10 Year Maintenance Plan and/or requested by owners:

1. Consultancy Services - Building Report
2. Upgrade Security System

8. Proposed Budget and Levy Contributions

8.1. Consideration of Budget of Estimated Expenditure

Motion under notice:

That by Ordinary Resolution -

1. The budget of estimated expenditure totalling \$8,281.00 for the Administrative Fund and \$14,200.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the financial year ending 30th of June 2025.
2. The provisional budget of estimated expenditure totalling \$32,464.00 for the Administrative Fund and \$7,000.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the following financial year ending 30th of June 2026.

**If the strata company is registered for GST, the budget of expenditure items, as listed, are GST exclusive*

As resolved at a previous general meeting of the strata company, to accommodate the transitional provisions under the Strata Titles Amendment Act 2018 - this year the financial year end for the strata scheme is changing to 30 June 2025. As such this year we will adopt a budget for the period 1 April - 30 June and then a new budget to commence from 1 July 2025. Levy contributions are proposed to be set accordingly.

8.2. Determination of Levy Contributions for the Administrative Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Administrative Fund be payable in advance, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Admin Fund	Due
Already Issued	\$8.50	01 April 2025	30 June 2025	\$8,500.00	01 April 2025
Total	\$8.50	01 April 2025	30 June 2025	\$8,500.00	

2. The levy contributions will continue on a quarterly basis from 30th of June 2025 at the rate of \$8.50 per unit entitlement, to raise \$8,500.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

8.3. Determination of Levy Contributions for the Reserve Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Reserve Fund be payable in advance, inclusive of GST, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Reserve Fund	Due
Already Issued	\$1.50	01 April 2025	30 June 2025	\$1,500.00	01 April 2025
Total	\$1.50	01 April 2025	30 June 2025	\$1,500.00	

2. The levy contributions for the Reserve Fund will continue on a quarterly basis from 30th of June 2025 at the rate of \$1.80 per unit entitlement, to raise \$1,800.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

9. Execution of Documents & Use of Common Seal

Motion under notice:

That by Ordinary Resolution, the Council and/or the Strata Manager on instruction by the Council, be authorised pursuant to Section 118 of the Strata Titles Act 1985 to;

1. Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
2. If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

Explanatory notes:

Contracts, agreements, commitments, undertakings or other legally binding arrangements may include issuing workorders to engage contractors or service providers to carry out work and arranging placement of your strata company's policy of insurance.

Section 137 of the Act provides that council members must at all times act honestly, with loyalty and in good faith in the performance of functions as a member of the council or an officer of the strata company; and not make improper use of the person's position to gain directly or indirectly an advantage for the person or any other person, or to cause detriment to the strata company. The same also applies to a strata manager of a strata company pursuant to Section 146 of the Act.

10. Matters Without Notice for Discussion and Referral to the Council:

Note: Such matters only to be raised at the discretion of the Chair and with leave of the meeting.

PROXY FORMS & COUNCIL NOMINATION

IMPORTANT

COMPLETION OF PROXY FORM

Please complete a proxy form if the following circumstances apply:

If you are the owner of a lot, and you are unable to attend the meeting

OR

If you are a co-owner of a lot (i.e. the certificate of title is in the proprietorship of more than one person or entity), regardless of if you are attending the meeting or not.

Note - you are not entitled to vote without the proxy of each of the co-owners in your favour, even if the co owner(s) also attend the meeting.

OR

If the certificate of title is registered in the name of a corporate entity, any natural person may be granted a proxy form by a person with the proper authority of the corporate entity. The person granted the proxy by a corporate entity does not have to be an owner of a lot in the strata scheme, nor have any legal interest in the corporate entity.

Please complete and forward the proxy to our office in advance of the notified date and time of the meeting.

Email: info@jdstrata.com.au

Fax: 08 9335 6055

Post: PO Box 687 Fremantle WA 6959

Your cooperation may prevent the inconvenience and expense of your strata company either reconvening or requisitioning another meeting.

FINANCIAL INFORMATION

Should you have queries regarding financial information provided please submit your queries in writing to the Strata Manager not less than 48 hours prior to the date of meeting. It will not be practical nor possible to provide detailed information without prior research and consideration.

PROXY FORM

The Owners of 3 Norman St, Fremantle - Strata Scheme 63910

I/We _____ being the owner/s of

Lot/s _____ Unit/s _____ of the above strata scheme hereby appoint:

Select and complete only one of the following options 1 to 3

- ☐ **Option 1**
Name of proxy holder _____ only, or,
- ☐ **Option 2**
The Chairperson of the general meeting, or if not at a general meeting, the Chairperson of the Council only, or,
- ☐ **Option 3**
Name of proxy holder _____
or, failing their attendance/participation, the Chairperson of the general meeting, or if not at a general meeting, the Chairperson of the Council.

To speak and act as my/our proxy holder and to vote for me/us in my/our name, as proxy:

Select and complete only one of the following options A to C:

- ☐ **Option A**
At all general meetings, and for all votes taken outside general meetings (circular resolutions).
- ☐ **Option B**
At the general meeting to be held on _____ [insert date of meeting] and any adjournment of that meeting.
- ☐ **Option C**
For the vote to be taken outside of a general meeting (circular resolution) under a notice dated _____ [insert date of notice].

Dated _____ [insert date of execution]

Signatures of Sole owner or all co-owners

_____ Owner	_____ Co-Owner
_____ Co-Owner	_____ Co-Owner

SECTION BELOW FOR USE ONLY BY A CORPORATE OWNER

In the case of a corporate owner, this form requires the signature of a person duly authorised by its constitution to sign.

Director/Secretary/Attorney/Officer/Agent (Delete those not applicable)

IMPORTANT NOTES

1. A proxy holder does not have to be an owner but must be an adult of full age and capacity.
2. A corporate owner (e.g. a corporate super fund trustee) can only vote by a proxy holder.
3. Co-owners of a lot (eg. husband and wife) can only vote by a proxy holder, appointed by **all** the co-owners (the proxy holder can be one of the co-owners).
4. If a sole adult owner (not a co-owner) and his or her proxy holder both attend/participate, only the owner can vote.

INFORMATION GUIDE ON VOTING RIGHTS & ELECTION OF COUNCIL OF OWNERS

ELIGIBILITY TO EXERCISE VOTING RIGHTS

Subject to any mortgagee's rights, notified to the Strata Company, owners are at all times entitled to exercise their power of voting on matters requiring a Unanimous Resolution or a Resolution without Dissent.

However, owners may not exercise their power of voting on any Special or "Ordinary" Resolutions put to a meeting of the Strata Company, unless all contributions levied in respect to their lot/s or other moneys recoverable by the Strata Company, at the date of the giving of notice of the meeting, have been duly paid before the meeting proceeds to the consideration of business.

Owners' powers of voting may be affected by an appointment made, or notification given, pursuant to Sections 120 - 126 of the Strata Titles Act 1985. The rights of a duly appointed proxy holder may be affected by the provisions of section 125 of the Strata Titles Act 1985 (incorporating 2018 amendments) where the proxy holder has a financial interest in a matter put to a vote.

VOTING METHOD

On a show of hands – *note: where applicable, those attending the meeting electronically must have video camera enabled to display their vote; or the chairperson may, at their discretion, permit equivalent voting means by avatar hand gestures, oral communication, or live chat – provided that the authenticity and integrity of the vote can be verified.*

VOTING RIGHTS

1. On a show of hands each owner has one vote in respect of each lot owned by that owner.
2. On a poll each owner has the same number of votes as the unit entitlement of the respective lots owned by that owner.
3. On a show of hands or on a poll, votes may be given either personally or by duly appointed proxy.

Please also refer to the important notes on the enclosed proxy forms.

ELIGIBILITY TO NOMINATE AND TO BE NOMINATED AS A CANDIDATE FOR ELECTION TO THE COUNCIL

1. A person (which term includes a corporation) is entitled to nominate a candidate for election as a member of the council only if that person is entitled to vote at the election.
2. Any person entitled to nominate may nominate themselves.
3. A nomination does not need to be seconded.
4. In the event that there are co-owners of a lot one only of the co-owners shall be eligible to be nominated as a candidate and the co-owner who is so eligible must be nominated by all of the co-owners of the lot including the nominee.
5. A corporation which is an owner or co-owner of a lot is eligible to be nominated to be candidate and would need to provide written consent to its nomination even if it were to nominate itself as a candidate.
6. A nominee who will not be present at the meeting must complete the consent portion of the form to be eligible for election.
7. In accordance with the by-laws the procedure for nomination of candidates for election to the Council is as follows:
 - i. The Chairperson of the General Meeting shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.
 - ii. A nomination is ineffective unless supported by the consent of the nominee to his nomination, given — in writing, and furnished to the Chairperson at the meeting; or orally by a nominee who is present at the meeting.

Please also refer to the enclosed forms of nomination and acceptance of nomination.

COUNCIL NOMINATION FORM

To the Chairperson / The Owners of 3 Norman St, Fremantle - Strata Scheme 63910

I/we being the owner/co-owner of lot ____ hereby nominate (please print)

____ (name of the person or corporate owner being nominated) as a candidate for election to the council at the forthcoming annual general meeting for the strata company.

Name(s) of nominator(s)
including all co-owners of the lot

Signature(s) of nominator(s)

* Director / Secretary / Attorney / Officer / Agent

(In the case of an incorporated owner please delete those not applicable)

CONSENT TO NOMINATION FOR ELECTION TO COUNCIL

I hereby CONSENT to being nominated as a candidate for election to the council of the strata company at the Annual General Meeting to be held on 17 June 2025.

Name of nominee: _____ of Lot ____ (insert lot number)

Note – for a corporate owner, the nominee is the name of the corporation and must be signed by an authorised director, secretary, attorney, officer or agent of the corporation.

Signature of nominee _____

Dated _____

Section below for use of incorporated owners:

We also hereby appoint _____ (name of **natural person**) to speak and act on our behalf at any future meeting or resolution of the Council as a representative for the above-mentioned corporation until this enduring proxy is revoked.

Signature of authorised person _____

* Director / Secretary / Attorney / Officer / Agent (please delete those not applicable)

IMPORTANT NOTES:

1. This form of nomination and consent to nomination must be provided to the Chairperson prior to the close of nominations for that election. Email: info@jdstrata.com.au
2. In the case of a **sole owner**, written consent is only required if the candidate, being a natural person is not personally present at the meeting.
3. In the case of a **co-owner** of a lot, the nomination must be in favour of one of the co-owners as listed on the certificate of title for the lot and be signed by all co-owners, including the nominee.
4. In the case of an **incorporated owner**, the nomination and consent must be in writing and signed by a properly authorised person.

MINUTES OF ANNUAL GENERAL MEETING

Minutes of the Annual General Meeting of the above Strata Company held at 3 Norfolk Street, Fremantle, WA, 6160 on Wednesday 19 June 2024, commencing at 05:30 PM.

Present:

Lot 1	Owner present
Lot 2	Owner present
Lot 3	Owner present
Lot 4	Owner present
Lot 6	Owner present
Lot 7	Owner present
Lot 8	Proxy present

Persons present as proxies for proprietors:

Lot 1
Lot 8

Persons present by invitation of the meeting:

Harry Kaye – John Dethridge Strata Services

Apologies –

1. PRELIMINARY MATTERS

It was resolved that Harry Kaye be authorised to act as Chairperson of the Strata Company for the purposes of this meeting.

The Chairperson announced that all proxies had been verified as valid, a quorum was present either by one half of the persons entitled to vote or by duly elected proxy, and the meeting was validly constituted and declared open at 5.45pm.

Mover: Nicole Ann Chambers , Seconder: Adrian Moyle

2. Confirmation of previous minutes for the Last General Meeting

Motion under notice:

1. That by Ordinary Resolution, the minutes of the General Meeting held on 14th of June 2024 be verified as an accurate record of those proceedings.
2. Consideration of any matters arising not otherwise provided for by this agenda.

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Seconder:

3. Acknowledgement of Strata Manager's Report

Motion under notice:

That by Ordinary Resolution the Strata Manager's Report, as attached to the notice of meeting, be received.

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Nconder:

4. Statement of Accounts

Motion under notice:

That by Ordinary Resolution, the Statement of Accounts for the financial year ending 31st of March 2024 and interim period ending 21st of May 2024, as attached to the notice of meeting, be adopted as presented.

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Seconder:

5. Constitution of Council

Motion under notice:

1. That by Ordinary Resolution, the Council of the strata company consist of 4 owners.
2. The following owners were nominated and declared duly elected to the Council:
Nelson Smith (Lot 2); Nicole Chambers (Lot 3); Kai Hellberg (Lot 6); Adrian Moyle (Lot 8)
3. Appointment of Office Bearers – Adrian Moyle elected as Chairperson

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Seconder:

6. Insurance Obligations of the Strata Company

Motions under notice:

That by Ordinary Resolution -

1. The Strata Company acknowledge receipt of the insurance certificates, insurance requirements and important information attached to the notice of meeting, detailing a general advice warning and disclosure relating to John Dethridge Strata Services' arrangement with the insurer.
2. The Strata Company resolve to renew the policy of insurance at the replacement value as indexed by the insurer or in line with a recent valuation, taking into consideration the date of the valuation and subsequent inflationary factors.

Note - the last valuation was carried out in 2022 and came in at \$3,509,000.00.

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Seconder:

7. Non-Routine/ 10 Year Plan Maintenance

Motion under notice:

That by Ordinary Resolution, the Council be authorised to proceed with the following non-routine maintenance works as identified in the strata company's 10 Year Maintenance Plan and/or requested by owners:

1. Engage consultant/engineer to provide advice on cracks to building and boundary walls (reported by SB Construction) and provide report on any other visible defects including recommended remedial scope of works.

An amendment to the motion was moved by Nelson Smith and seconded by Adrian Moyle that:

That by Ordinary Resolution:

1. The Council be authorised to engage a building consultant/engineer to provide advice on cracks to building and boundary walls (reported by SB Construction) and to inspect wet areas and balconies for all units to identify any waterproofing defects and provide report including recommended remedial scope of works.
2. The Strata Manager be instructed to obtain quotes for Unit 2 for consideration of the Council/strata company in a future general meeting to:
 - a. Remedy bathroom waterproofing as identified by Major Loss Builders
 - b. Investigate other causes of moisture affecting timber flooring (noting timber has warped in other areas that are not adjacent to bathroom)
 - c. Replace damaged timber flooring

Passed as amended by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Seconded:

8. Review By-Laws of the Strata Company

Motion under notice:

That by Ordinary Resolution, the strata company resolve to engage a lawyer to review the by-laws currently registered on the Strata Plan and provide advice regarding any by-laws that should be added or removed to clarify responsibilities and improve the management of the strata scheme, taking into account the recent amendments to the Strata Titles Act 1985.

Defeated by Simple Majority

Mover: No seconder. Motion not put.

9. Maintaining Strata Company's Financial Year

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve to adopt the following Schedule 1 Governance by-law by application to Landgate (numbering subject to by-law consolidation):

Schedule 1 Governance By-laws

 1. Financial year
 - 1.1. That the financial year for the strata company be the period of 12 months ending on 31 March
2. The strata company resolve to engage a lawyer to lodge this change of bylaw together with a consolidated set of bylaws as required by Regulations 56 and 175 of the Strata Titles (General) Regulations 2019.

Defeated by Simple Majority, no mover or seconder.

10. Adopt New Governance By-laws

Motion under notice:

That, by **Resolution Without Dissent**, the governance by-laws of the strata company be amended by:

1. deleting the following by-laws as they appeared in schedule 1 of the Strata Titles Act 1985 as it was immediately prior to the commencement of the Strata Titles Amendment Act 2018: by-laws 1(1) and (1a) and 3 to 10 inclusive;
2. inserting the following new by-laws, as they appear in schedule 1 of the Strata Titles Act 1985 as at 1 May 2020: by-laws 1 and 3 to 10 inclusive.

Defeated by Simple Majority, no mover or seconder.

11. Adopt New Conduct By-laws

Motion under notice:

That, by **Special Resolution**, the conduct by-laws of the strata company be amended by:

1. deleting those conduct by-laws as they appeared in schedule 1 of the Strata Titles Act 1985 as it was immediately prior to the commencement of the Strata Titles Amendment Act 2018 as schedule 1 by-laws 1(2) and 2 (and which were reclassified as conduct by-laws upon commencement of the Strata Titles Amendment Act 2018).
2. deleting the following conduct by-laws as they appeared in schedule 2 of the Strata Titles Act 1985 as it was immediately prior to the commencement of the Strata Titles Amendment Act 2018: by-laws 1 to 4 inclusive and 6 to 14 inclusive;
3. inserting the following new by-laws, as they appear in schedule 2 of the Strata Titles Act 1985 as at 1 May 2020: by-laws 1 to 4 inclusive, and 6 to 15 inclusive.

Defeated by Simple Majority, no mover or seconder.

12. Proposed Budget and Levy Contributions

12.1. Consideration of Budget of Estimated Expenditure

Motion under notice:

That by Ordinary Resolution -

1. The budget of estimated expenditure totalling \$33,541.00 for the Administrative Fund and \$9,000.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the financial year ending 31st of March 2025.
2. The provisional budget of estimated expenditure totalling \$31,441.00 for the Administrative Fund and \$0.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the following financial year ending 31st of March 2026.

An amendment to the motion was moved by REDACTED seconded by REDACTED that:

- Administrative Fund budget allocation for legal fees (\$2,500) be deleted
- Reserve Fund budget allocation for Consultants be increased to \$5,000.00.

The Chairperson put the substantive motion to the vote and it was resolved that by Ordinary Resolution:

1. The budget of estimated expenditure totalling \$31,041.00 for the Administrative Fund and \$12,000.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the financial year ending 31st of March 2025.
2. The provisional budget of estimated expenditure totalling \$31,441.00 for the Administrative Fund and \$0.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the following financial year ending 31st of March 2026.

**If the strata company is registered for GST, the budget of expenditure items, as listed, are GST exclusive*

Passed as amended by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Seconded: **Notes**

Move - remove legal fees \$2,500

12.2. Determination of Levy Contributions for the Administrative Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Administrative Fund be payable in advance, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Admin Fund	Due
Already Issued	\$7.06	01 Apr 2024	30 Jun 2024	\$7,060.00	01 Apr 2024
To be Issued	\$8.50	01 Jul 2024	30 Sep 2024	\$8,500.00	01 Jul 2024
To be Issued	\$8.50	01 Oct 2024	31 Dec 2024	\$8,500.00	01 Oct 2024
To be Issued	\$8.50	01 Jan 2025	31 Mar 2025	\$8,500.00	01 Jan 2025
Total	\$32.56	01 Apr 2024	31 Mar 2025	\$32,560.00	

2. The levy contributions will continue on a quarterly basis from 31st of March 2025 at the rate of \$8.50 per unit entitlement, to raise \$8,500.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Secondar:

12.3. Determination of Levy Contributions for the Reserve Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Reserve Fund be payable in advance, inclusive of GST, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Reserve Fund	Due
Already Issued	\$1.50	01 Apr 2024	30 Jun 2024	\$1,500.00	01 Apr 2024
To be Issued	\$1.50	01 Jul 2024	30 Sep 2024	\$1,500.00	01 Jul 2024
To be Issued	\$1.50	01 Oct 2024	31 Dec 2024	\$1,500.00	01 Oct 2024
To be Issued	\$1.50	01 Jan 2025	31 Mar 2025	\$1,500.00	01 Jan 2025
Total	\$6.00	01 Apr 2024	31 Mar 2025	\$6,000.00	

2. The levy contributions for the Reserve Fund will continue on a quarterly basis from 31st of March 2025 at the rate of \$1.50 per unit entitlement, to raise \$1,500.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Secnder:

13. Debt Recovery Policy

Motion under notice:

That by Ordinary Resolution, the Strata Company adopt the debt recovery policy attached to the notice of meeting and acknowledge that all costs associated with debt recovery from an owner will be on-charged to the relevant owner.

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Secnder:

14. Execution of Documents & Use of Common Seal

Motion under notice:

That by Ordinary Resolution, the council be authorised to;

1. Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
2. If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

Passed by Simple Majority In favour: 6 Against: 0 Abstain: 0

Mover: Secnder:

15. Matters Without Notice for Discussion and Referral to the Council:
Nicole (Unit 3) reported that her new door handle to store room seems to be difficult to unlock and key mechanism is not working correctly. Strata Manager to liaise with SB Construction to address.

The Strata Manager was asked to remind owners who placed an order for a new gate remote who have not yet collected a remote from the Strata Manager's office that they should make contact with JDSS to organise billing/collection.

Post script: JDSS have 2x spare remotes available for owners to purchase.

The Strata Manager was instructed to issue work order to the regular gardener, Scotties Mowing & More to prune back olive trees in the driveway on his next visit.

The Strata Manager was instructed to obtain quotes for the Council's consideration for:

- Repair/replacement of bollard lights
- Removal and replacement of dead plants in common areas
- Reticulation service/ repairs to be carried out prior to summer

The meeting closed at 07:41 PM.

STRATA MANAGER'S REPORT

As at 15 April 2025

The Owners of 3 Norman Street, Fremantle Strata Scheme 63910

Dear Owner,

It has been a pleasure managing your strata scheme over the past 3 years.

Below is a summary of work undertaken over the course of your strata company's last financial year.

Accounting/ Secretarial Services

- Dispatch of levy notices and arrears reminders
- Receipting of funds and processing payment of creditor invoices
- Preparation and transmission of Monthly Financial Statement & Service Reports
- Archiving of all incoming/outgoing correspondence and documentation associated with the strata company's business in electronic database and hard copy files, as required
- Preparation of Section 110 Certificates upon sale of lots and issuing of welcome packages to new owners

Annual General Meeting

- Prepare draft notice of Annual General Meeting with proposed budget and funding proposal for the forthcoming financial year for consideration of the council of owners.
- Finalise, collate and distribute notice of Annual General Meeting to proprietors with proposed budget and funding proposal for the forthcoming financial year.

Completed Maintenance

- Fire Shield carried out routine fire services as per requirements.
- Maxwell Robinson & Phelps Pest Control attended on several occasions to carry out a termite inspection and rat treatment.
- A plumber attended on 2 x occasions with respect to:
 - Backflow Device Testing as per Water Corp requirements
 - Blocked drain in Unit 3 courtyard (cost recovered from owner)
- Scotties Mowing & More attended to cleaning of common area and maintenance of lawns as per agreement.
- ABA Automatic Gates attended to supply and code new remotes in bulk.
- AAA Irrigation attended to service and repair the reticulation before Summer.

Ongoing Maintenance – Works in Progress

- Quotes for a building defect report/ inspection were obtained and circulated to the COO.
- Blueforce attended on several occasions in relation to the key pad not working. They advised that the current system is no longer manufactured and the required parts cannot be sourced to repair the key pad. They quoted to replace the entire system. Further quotes were sourced and a work-order was issued to Techwest to repair the keypad as they had a part available. Following issue of the work-order, Techwest advised that the part was no longer available and that the system will require replacement. A third quote has also been requested from Rock & Wire.

Insurance Renewal

- We arranged for your strata company's policy of insurance to be renewed in accordance to the instructions from the last AGM.



Balance Sheet

As at 31/03/2025

The Owners of 3 Norman Street, Fremantle Strata Scheme 63910 3 Norman Street, Fremantle WA 6160

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	5,485.33
Owners Equity--Admin	5,902.91
	<u>11,388.24</u>
Reserve Fund	
Operating Surplus/Deficit--Sinking	304.15
Owners Equity--Sinking	18,618.38
	<u>18,922.53</u>
Net owners' funds	<u><u>\$30,310.77</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	16,031.46
Receivable--Levies--Admin	416.50
Receivable--Owners--Admin	92.98
	<u>16,540.94</u>
Reserve Fund	
Cash at Bank--Reserve	19,739.25
Receivable--Levies--Sinking	73.50
Receivable--Owners--Sinking	19.08
	<u>19,831.83</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u><u>36,372.77</u></u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	5,152.70
	<u>5,152.70</u>
Reserve Fund	
Prepaid Levies--Sinking	909.30
	<u>909.30</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u><u>6,062.00</u></u>
Net assets	<u><u>\$30,310.77</u></u>



Income & Expenditure Statement for the financial year to 31/03/2025

The Owners of 3 Norman Street, Fremantle Strata 3 Norman Street, Fremantle WA 6160
Scheme 63910

Administrative Fund

	Current period 01/04/2024-31/03/2025	Annual budget 01/04/2024-31/03/2025
Revenue		
Interest on Arrears--Admin	295.28	0.00
Levies Due--Admin	32,560.00	32,560.00
Recovery--Remotes & Keys	180.00	0.00
Total revenue	33,035.28	32,560.00
Less expenses		
Admin--Accountant Fees	180.00	0.00
Admin--Agent Disburst--Archive Charge	75.00	150.00
Admin--Agent Disburst--Email Correspondence	945.81	1,100.00
Admin--Agent Disburst--Financial/Service Reports	63.00	126.00
Admin--Agent Disburst--Maintenance Orders	718.65	400.00
Admin--Agent Disburst--Meeting Fees	535.78	600.00
Admin--Agent Disburst--Photocopying	5.00	0.00
Admin--Agent Disburst--Postage&Petties	24.00	0.00
Admin--Agent Disburst--Preparation	1,089.45	1,395.00
Admin--Agent Disburst--Software Licence Fee	100.02	0.00
Admin--Agent Disburst--Telephone Calls	320.48	200.00
Admin--Agent Disburst--Trades Monitoring	60.00	120.00
Admin--Management Fees--Standard	2,251.62	1,850.00
Insurance--Excesses	0.00	500.00
Insurance--Premiums	8,466.25	8,100.00
Maint Bldg--Building Report	550.00	0.00
Maint Bldg--Cleaning Common Area	1,740.00	1,500.00
Maint Bldg--Electrical	0.00	500.00
Maint Bldg--Fire Protection	2,347.06	1,500.00
Maint Bldg--General Maintenance	0.00	2,000.00
Maint Bldg--Gutters & Downpipes Cleaning	0.00	900.00
Maint Bldg--Intercom	231.00	0.00
Maint Bldg--Pest/Vermin Control	552.69	0.00
Maint Bldg--Plumbing & Drainage	308.00	3,000.00
Maint Bldg--Security Gate Repairs	393.95	600.00
Maint Bldg--Security Remotes & Keys	718.50	0.00
Maint Bldg--Security/ Surveillance Equipment	231.00	0.00
Maint Grounds--Irrigation Systems	199.43	200.00
Maint Grounds--Lawns & Gardening	2,625.00	2,800.00
Utility--Electricity	205.95	500.00

Administrative Fund		
	Current period	Annual budget
	01/04/2024-31/03/2025	01/04/2024-31/03/2025
Utility--Water	2,612.31	3,000.00
Total expenses	27,549.95	31,041.00
Surplus/Deficit	5,485.33	1,519.00
Opening balance	5,902.91	5,902.91
Closing balance	\$11,388.24	\$7,421.91

Reserve Fund

	Current period 01/04/2024-31/03/2025	Annual budget 01/04/2024-31/03/2025
Revenue		
Interest on Arrears--Sinking	129.18	0.00
Levies Due--Sinking	6,000.00	6,000.00
Total revenue	6,129.18	6,000.00
Less expenses		
Maint Bldg--10 Year Plan Maintenance	1,882.63	3,000.00
Maint Bldg--Capital Works	3,942.40	4,000.00
Maint Bldg--Consultants	0.00	5,000.00
Total expenses	5,825.03	12,000.00
Surplus/Deficit	304.15	(6,000.00)
Opening balance	18,618.38	18,618.38
Closing balance	\$18,922.53	\$12,618.38

John Dethridge Strata Services
Attachment to Insurance Schedule provided with the notice of
Annual General Meeting



Insurance requirements and important information for your Strata Company

Your strata company is required to comply with various insurance provisions of the Strata Titles Act 1985 (WA) ("Act"). These requirements are insured under the current policy, details of which are shown on the attached Insurance Schedule issued by the insurer.

In the case of the sum insured in respect of buildings this must be for the replacement value as defined by the Act. Although not required by the Act, we recommend that an independent valuation be carried out at a minimum of three yearly intervals to ensure that this cover is kept in line with current and projected building replacement costs.

In the case of public liability risks the minimum amount under the Act is \$10,000,000.00 and your current sum insured is \$10,000,000.00. Some strata companies choose to insure for a minimum of \$20 million in residential schemes and as much as \$50 million where there is any commercial use of lots or common property.

We also strongly recommend that every strata company effects insurance in respect to possible liability under the Workers Compensation and Injury Management Act 2023. The strata company has the discretionary power to further insure for other risks such as personal accident for voluntary workers, fidelity guarantee, office bearers' liability, machinery breakdown, catastrophe cover, legal defence costs, government audit costs, and lot owners' fixtures and improvements.

The enclosed insurance schedule will show which risks have been selected as currently insured and the sum insured where applicable.

General Advice Warning

The information provided is factual information or general advice. That means that we don't make personal recommendations or suggestions, or give advice about the suitability of a particular insurance product for a customer's specific needs. Rather, we encourage our customers to evaluate their needs, objectives and situation to decide which products are suitable for them, and recommend that they read the relevant Product Disclosure Statement. The strata company has been provided with a copy of the relevant Financial Services Guide and Product Disclosure Statement and these are held as part of the records of the strata company and are open to personal inspection by owners pursuant to section 107 of the Act.

Disclosure

John Dethridge Strata Services are authorised representatives/distributors for the following insurance underwriters and brokers:

- CHU Underwriting Agencies Pty Ltd (CHU) AFS Licence 243261 – Authorised Representative
- Strata Community Insurance Agencies Pty Ltd (SCI) AFS Licence 457787 – Distributor
- Lync Insurance Brokers Pty Ltd (Lync) AFS Licence 344648 – Distributor
- Body Corporate Brokers Pty Ltd (BCB) AFS Licence 244529 – Authorised Representative
- Honan Insurance Group Pty Ltd (Honan) AFS Licence 246749 – Distributor

The Strata Manager's role is to provide *General Advice* and/or *Factual Advice* to the Council or lot Owners in regard to insurance products and to assist with other insurance related services as listed in your strata management contract. In this respect, the Strata Manager and their employees undertake regular training in respect to the provision of insurance products and services.

Strata managers undertake 47 unique services in relation to strata insurance to their clients, including, but not limited to:

- Procurement
- Placement and renewal
- Claims management
- Insurance record keeping
- Correspondence
- Negotiation and liaison

In return for this service, the Strata Manager will be compensated by the insurer or broker by payment of a commission of between 10% and 20% of the Strata Company's insurance premium (excluding duties, taxes & government charges). The dollar value of commission received is disclosed within each notice of annual general meeting of the Strata Company and within insurance quotations/renewal certificates provided to the Council.

This commission forms part of your strata management agreed services fees payable under your strata management contract.

General Advice: Financial advice concerning insurance products given pursuant to Subsection 776B (4) of the Financial Services Reform Act 2001.

Factual Advice: Objectively ascertainable information, the truth or accuracy of which cannot reasonably be questioned.

Commission Paid to John Dethridge Strata Services for Placement of Your Current Insurance Policy
\$1,289.39

What is Best Practice for strata insurance disclosure, and what is SCA doing for consumers?

- ✓ **Building understanding** – To ensure strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.
- ✓ **Positive consumer outcomes** – To improve relationships, conversations, understanding and outcomes for consumers of strata insurance.
- ✓ **Transparency and choice** – To raise the bar of strata insurance transparency, choice and communication.
- ✓ **Timely communication** – To provide clear and timely communication, with a minimum of three touch points for communication of strata insurance placement between strata manager and committee – at time of quote, invoice and the AGM.
- ✓ **Concise information** – To provide clear and concise information that explains in simple terms the roles and responsibilities of the strata manager, broker and insurer and the strata insurance process.
- ✓ **Remuneration disclosure** – FAQs and information about who is paid what, and why, in dollar values and included with invoices, quotes and at the AGM.

SCA's **3** Principles of Best Practice Strata Insurance Disclosure

SCA members will be delivering transparent, timely clear information to consumers based on the following three principles:



DISCLOSE

Strata committees can clearly see what actions are being taken, the parties involved and all remuneration for their insurance policy.



DOCUMENT

Strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.



COMMUNICATE

Strata committees receive clear, timely, accurate information about their insurance policy.

Standardisation of the information provided on quotes and invoices, such as on the SCA template below, will ensure that strata committees are provided with transparent, timely information to inform their choices.

Invoice template

Itemised Insurance Costs	Previous year Name	Current year Name
Base Premium Gross (includes commission if applicable)		
ESL or FSL		
Stamp Duty		
Underwriting Agency Fee		
Broker Fee		
GST – all items		
Total insurance costs including GST		
Commission		
Allocation of strata insurance remuneration (where applicable) <ul style="list-style-type: none"> • Strata manager • Broker 		
Conflicts of interest		
Best interests declaration		
Total strata insurance remuneration		

What do strata managers do in relation to strata insurance and why do they receive remuneration?

Strata managers undertake or participate in 47 different services in relation to strata insurance to their clients, including, but not limited to:

- ▶ Quotation
- ▶ Procurement
- ▶ Placement and renewal
- ▶ Claims management
- ▶ Insurance record keeping
- ▶ Correspondence
- ▶ Negotiation and liaison
- ▶ Advice based on insurance knowledge

The value of strata manager and insurance brokers in the insurance process

- ▶ The knowledge and experience the strata manager holds of the insurance landscape as well as the building is an asset to the strata committee and the policy outcome.
- ▶ Increased legislative and regulatory requirements, along with buildings which are often complex, mean strata manager and broker expertise is incredibly valuable.
- ▶ Insurance brokers provide general and personal advice, drawing on their specialist skills and working closely with the strata manager when involved.
- ▶ Specialist brokers work to understand the unique aspects of the building being insured and provide a tailored quote based on the building's particular set of circumstances.

What is strata insurance remuneration?

Strata insurance remuneration is the total value of the remuneration paid to the parties involved in the process of insuring a strata building.

Who is paid strata insurance remuneration?

The two most common parties who receive remuneration will be the strata manager and the insurance broker, however who receives remuneration is based on the arrangement the strata committee chooses:

- ▶ Many use a strata manager who works closely with one or more insurance brokers.
- ▶ Some contact an independent broker to aid their insurance choice.
- ▶ Some strata communities choose to take out insurance directly with insurers.

Do strata communities have choice about remuneration models?

Yes. Strata communities have the choice of several remuneration models, and it is advisable if they wish to alter their current remuneration model to discuss it with their strata manager to fully understand their personal circumstances.

Are all parties who are remunerated as part of the insurance process listed in this section?

Yes. No matter which remuneration model is chosen, all parties who are involved in the insurance process will usually receive remuneration, and you will receive details about how much remuneration they receive.

What about potential conflicts of interest or business arrangements?

If any parties to the insurance process have conflicts of interest, or are receiving other remuneration as part of the transaction, they will list it clearly.



Scan this code to access the guide.



STRATA COMMUNITY INSURANCE



stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)

E myenquiry@scinsure.com.au

A PO Box Z5111, St Georges Terrace, WA 6831

STRATA COMMUNITY SCHEDULE

Please ensure that You carefully review this Schedule, including the Important Information section which outlines Your Duty to take reasonable care not to make a misrepresentation, together with Your PDS and Policy Wording.

THE INSURED

POLICY NUMBER	WRSC14000859
OUR REFERENCE	QTE10370771
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners of 3 Norman Street Fremantle Strata Plan 63910 3 Norman Street, Fremantle, WA, 6160
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/12/2024 Expiry Date: 4:00pm on 01/12/2025
INTERMEDIARY	Body Corporate Brokers
ADDRESS	PO Box 5655, St George's Terrace WA, 6831
DATE OF ISSUE	21/11/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$3,868,673
		Common Area Contents	\$38,687
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$580,301
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Not Included
SECTION 2	Liability		\$10,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000

SECTION 10	Lot Owners' Fixtures and Improvements	\$300,000
SECTION 11	Loss of Lot Market Value	Not Included

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	\$2,500	Impact Damage
	\$1,000	Insured Property
SECTION 9	\$1,000	Legal Defence Expenses and 10% Contribution

PREMIUM

Base Premium	Levies	Premium GST	Stamp Duty	PREMIUM	Admin Fee	Admin Fee GST	TOTAL
\$6,546.89	\$0.00	\$654.69	\$709.17	\$7,910.75	\$130.00	\$13.00	\$8,053.75

Intermediary Commission	Intermediary Commission GST
\$1,289.39	\$128.94

This document has been issued by Strata Community Insurance Agencies Pty Ltd (ABN 72 165 914 009) and will be a tax invoice for GST purposes when you make a payment.

PAYMENT OPTIONS

The amount of \$6,635.42 is due by 01/12/2024.

Pay in 3 easy steps



Please check

- All documents
- Refer to 'Important Information' attached
- Advise us if anything needs changing



To make changes

- Please call 1300 SCINSURE (1300 724 678)
- Email yourcover@scinsure.com.au



To pay

- Follow the 'How to Pay' instructions, please contact us for further payment methods

How to Pay



EFT / DIRECT DEPOSIT

Strata Community Insurance Trust Account
Our Reference QTE10370771
ANZ Bank BSB: 012-013
Account number: 215745659



Telephone & Internet Banking - BPAY®

Please contact our office to get your unique reference code.

Biller Code: 236620

Ref: 100682129

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

More info: www.bpay.com.au



CHEQUE

Send your cheque, together with the payment slip below to:

Payable to: Strata Community Insurance
Mail to: PO Box 631, North Sydney, NSW, 2059



CREDIT CARD at

www.stratacommunityinsure.com.au

Invoice Number QTE10370771



STRATA COMMUNITY INSURANCE

PAYMENT SLIP *Please complete this slip for cheque payments only*

Reference Number QTE10370771
The Insured The Owners of 3 Norman Street Fremantle
Strata Plan 63910
Address 3 Norman Street
Fremantle
WA 6160

Amount Due:

\$6,635.42

Amount paid:

\$

Please add amount paid

IMPORTANT INFORMATION

This Policy has been issued by Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances. The PDS and Policy are available from our website [www.stratacommunityinsure.com.au](http://stratacommunityinsure.com.au) this is also where You can locate Your workers compensation documentation (if applicable) <http://stratacommunityinsure.com.au/products/forms-documents/> alternatively You can contact us for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration, which can also be found on our website.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit stratacommunityinsure.com.au.

Cooling Off Period

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

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

Proposed Budget 1 April 2025-30 June 2025

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

3 month budget --- EOFY Reverts to 30/06/25

Administrative Fund	Proposed budget (inc GST)
Revenue	
Levies Due--Admin	\$ 8,500.00
<i>Total revenue</i>	\$ 8,500.00
Less expenses	
Administration	
Admin--Management Fees--Standard	\$ 647.50
Admin--Agent Disburst--Meeting Fees	\$ 150.00
Admin--Agent Disburst--Preparation	\$ 300.00
Admin--Agent Disburst--Email Correspondence	\$ 275.00
Admin--Agent Disburst--Telephone Calls	\$ 87.50
Admin--Agent Disburst--Maintenance Orders	\$ 200.00
Admin--Agent Disburst--Software Licence Fee	\$ 36.00
Professional Fees	
Admin--Accountant Fees	\$ 45.00
Utilities	
Utility--Electricity	\$ 125.00
Utility--Water	\$ 750.00
Insurance	
Insurance--Premiums	\$ - *Due 12/25
Insurance--Excesses	\$ 500.00
Insurance--Valuation	\$ 440.00
Building	
Maint Bldg--General Maintenance	\$ 500.00
Maint Bldg--Cleaning Common Area	\$ 450.00
Maint Bldg--Gutters & Downpipes Cleaning	\$ 900.00
Maint Bldg--Pest/Vermin Control	\$ 600.00
Maint Bldg--Intercom	\$ 500.00
Maint Bldg--Plumbing & Drainage	\$ 750.00
Maint Bldg--Security Gate Repairs	\$ 150.00
Maint Bldg--Electrical	\$ 125.00
Grounds/Landscaping	
Maint Grounds--Lawns & Gardening	\$ 700.00
Maint Grounds--Irrigation Systems	\$ 50.00
Total expenses	<u>\$ 8,281.00</u>

Reserve Fund	Proposed budget (inc GST)
Revenue	
Levies Due--Sinking	\$ 1,500.00
Levies Due (Special)--Sinking	\$ -

Proposed Budget 1 April 2025-30 June 2025

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

3 month budget --- EOFY Reverts to 30/06/25

<i>Total revenue</i>	\$ 1,500.00
Less expenses	
Maint Bldg--Consultancy Services	\$ 5,000.00
Maint Bldg--Upgrade Security System	\$ 9,200.00
Total expenses	\$ 14,200.00

Proposed Budget 1 April 2025-30 June 2025

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

3 month budget --- EOFY Reverts to 30/06/25

Administrative Fund - Levy Contributions

Net owners funds	31/03/2025	\$ 11,388.24	\$ 11,388.24
Proposed Income - Regular Levy		\$ 8,500.00	\$ 19,888.24
Transfer from Reserve Fund		\$ -	\$ 19,888.24

Less

Anticipated Expenditure		\$ 8,281.00	\$ 8,281.00
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ANTICIPATED BALANCE AS AT	30/06/2025		\$ 11,607.24
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Note: unpaid levy contributions		\$ -	
	Aggregate of u/e		1,000

Strata Levies per unit entitlement per annum	\$ 8.50
Strata Levies per unit entitlement per quarter (if equal)	\$ 2.13

QUARTERS	\$/UE	
01/04/25-30/06/25	\$ 8.50	already raised
Total	\$ 8.50	

		Levy per quarter at	
UNIT	U/E	\$8.50/ UE	
1,6	102	\$	867.00
2,3,4	95	\$	807.50
5	110	\$	935.00
6	102	\$	867.00
7,8,9	99	\$	841.50
10	104	\$	884.00

Proposed Budget 1 April 2025-30 June 2025

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

3 month budget --- EOFY Reverts to 30/06/25

Reserve Fund - Levy Contributions

Net owners funds	31/03/2025	\$	18,922.53	\$	18,922.53
Proposed Income - Regular Reserve Levy		\$	1,500.00	\$	20,422.53
Proposed Income - Special Levy		\$	-	\$	20,422.53

Less

Anticipated Expenditure		\$	14,200.00	\$	14,200.00
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ANTICIPATED BALANCE AS AT	30/06/2025			\$	6,222.53
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Note: unpaid levy contributions				\$	-
			Aggregate of u/e		1,000

Strata Levies per unit entitlement per annum					1.5
Strata Levies per unit entitlement per quarter (if equal)				\$	0.38

QUARTERS \$/UE

01/04/25-30/06/25	\$	1.50	already raised
Total	\$	1.50	

		Levy per quarter at	
UNIT	U/E	\$1.50/ UE	
1,6	102	\$	153.00
2,3,4	95	\$	142.50
5	110	\$	165.00
6	102	\$	153.00
7,8,9	99	\$	148.50
10	104	\$	156.00

Proposed Budget 1 July 2025-30 June 2026

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

Administrative Fund		Proposed budget (inc GST)
Revenue		
Levies Due--Admin		\$ 34,000.00
<i>Total revenue</i>		\$ 34,000.00
Less expenses		
Administration		
Admin--Management Fees--Standard		\$ 2,590.00
Admin--Agent Disburst--Meeting Fees		\$ 600.00
Admin--Agent Disburst--Preparation		\$ 1,200.00
Admin--Agent Disburst--Email Correspondence		\$ 1,100.00
Admin--Agent Disburst--Telephone Calls		\$ 350.00
Admin--Agent Disburst--Maintenance Orders		\$ 800.00
Admin--Agent Disburst--Software Licence Fee		\$ 144.00
Professional Fees		
Admin--Accountant Fees		\$ 180.00
Utilities		
Utility--Electricity		\$ 500.00
Utility--Water		\$ 3,000.00
Insurance		
Insurance--Premiums		\$ 8,600.00
Insurance--Excesses		\$ 500.00
Building		
Maint Bldg--General Maintenance		\$ 2,000.00
Maint Bldg--Cleaning Common Area		\$ 1,800.00
Maint Bldg--Gutters & Downpipes Cleaning		\$ 900.00
Maint Bldg--Pest/Vermin Control		\$ 600.00
Maint Bldg--Intercom		\$ 500.00
Maint Bldg--Plumbing & Drainage		\$ 3,000.00
Maint Bldg--Security Gate Repairs		\$ 600.00
Maint Bldg--Electrical		\$ 500.00
Grounds/Landscaping		
Maint Grounds--Lawns & Gardening		\$ 2,800.00
Maint Grounds--Irrigation Systems		\$ 200.00
Total expenses		\$ 32,464.00

Reserve Fund		Proposed budget (inc GST)
Revenue		
Levies Due--Sinking		\$ 7,200.00
Levies Due (Special)--Sinking		\$ -
<i>Total revenue</i>		\$ 7,200.00

Proposed Budget

1 July 2025-30 June 2026

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

Less expenses

Maint Bldg--10 Year Maintenance Plan	\$	5,000.00
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<i>Total expenses</i>	\$	5,000.00
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Proposed Budget 1 July 2025-30 June 2026

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

Administrative Fund - Levy Contributions

Net owners funds	30/06/2025	\$	11,607.24	\$	11,607.24
Proposed Income - Regular Levy		\$	34,000.00	\$	45,607.24
Transfer from Reserve Fund		\$	-	\$	45,607.24

Less

Anticipated Expenditure		\$	32,464.00	\$	32,464.00
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ANTICIPATED BALANCE AS AT	30/06/2026			\$	13,143.24
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Note: unpaid levy contributions				\$	-
	Aggregate of u/e				1,000

Strata Levies per unit entitlement per annum	\$	34.00
Strata Levies per unit entitlement per quarter (if equal)	\$	8.50

QUARTERS		\$/UE
01/07/25 - 30/09/25	\$	8.50
01/10/25 - 31/12/25	\$	8.50
01/01/26 - 31/03/26	\$	8.50
01/04/26 - 30/06/26	\$	8.50
Total	\$	34.00

		Levy per quarter at	
UNIT	U/E	\$x/ UE	
1,6	102	\$	867.00
2,3,4	95	\$	807.50
5	110	\$	935.00
6	102	\$	867.00
7,8,9	99	\$	841.50
10	104	\$	884.00

Proposed Budget 1 July 2025-30 June 2026

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

Reserve Fund - Levy Contributions

Net owners funds	30/06/2025	\$	6,222.53	\$	6,222.53
Proposed Income - Regular Reserve Levy		\$	7,200.00	\$	13,422.53
Proposed Income - Special Levy		\$	-	\$	13,422.53

Less

Anticipated Expenditure		\$	5,000.00	\$	5,000.00
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ANTICIPATED BALANCE AS AT	30/06/2026			\$	8,422.53
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Note: unpaid levy contributions				\$	-
	Aggregate of u/e				1,000

Strata Levies per unit entitlement per annum	\$	7.20
Strata Levies per unit entitlement per quarter (if equal)	\$	1.80

QUARTERS		\$/UE
01/07/25 - 30/09/25	\$	1.80
01/10/25 - 31/12/25	\$	1.80
01/01/26 - 31/03/26	\$	1.80
01/04/26 - 30/06/26	\$	1.80
Total	\$	7.20

		Levy per quarter at	
UNIT	U/E	\$1.80/ UE	
1,6	102	\$	183.60
2,3,4	95	\$	171.00
5	110	\$	198.00
6	102	\$	183.60
7,8,9	99	\$	178.20
10	104	\$	187.20

QUOTE NUMBER: 42907



you're in safe hands.

Did you know?

Blueforce provide security and medical alarm services to over 180 villages across Australia!

THE 3G SHUTDOWN IS COMING. IS YOUR TECHNOLOGY READY?

Telstra's 3G network is being switched off across Australia. Life critical 3G devices such as medical, duress, security, and fire alarms will be redundant by June 2024.

Contact us to develop a technology roadmap to tackle the shutdown.



QUOTE NUMBER: 42907



John Dethridge Strata Services
PO Box 687
FREMANTLE WA 6959

Site Name: 3 Norman Street Fremantle
Site Contact:
Prepared By: Kyle Taylor
Date Sent: 19/12/2024
(Valid for 30 Days)

Intercom Upgrade

Supply, installation and commissioning of access control/security system inclusive of the following:

- Aiphone GT Audio/Video Intercom System
- 10 Apartment 7" Touch Screens

Intercom Upgrade

Subtotal (ex GST):	\$8284.77
Tax (GST):	\$828.48
Total (inc GST):	\$9113.25

Your total investment

Total (ex GST):	\$8284.77
Tax (GST):	\$828.48
Total (inc GST):	\$9113.25



This quote was sent to you by:

Kyle Taylor
Business Development Executive
kyle.taylor@blueforce.com.au

"Please contact us if you have any further queries."

Thank you for the opportunity to provide this quote!

DRAWINGS: Standard CAD drawings are included. This quotation is based upon any drawings supplied. In the case where the drawings differ from the client's specifications, the drawing supplied with this quotation takes precedence. **SITE ACCESS:** All work is considered to be undertaken during standard business hours (7:00am – 4:00pm). We will require access to ALL required areas (including individual tenancies and apartments) when and as required to complete this installation. If access is hindered in any way, additional costs will be incurred. **EXCLUSIONS:** All exclusions are deemed to be provided by third parties or will otherwise be charged as a variation upon request. Unless directly stipulated in the quotation description above, pricing excludes supply and/or installation of following: **(1)** All works required to add or modify existing lock and door hardware; **(2)** All electric locks required for this installation; **(3)** All Mode 3 telephone sockets required for this installation; **(4)** All 240V power outlets required for this installation; **(5)** All EWP's (Elevated Works Platforms) required for this installation; **(6)** Any site allowances or inductions required for this installation; **(7)** All conduit required for the cabling; **(8)** All communications, containment, and electrical infrastructure services (e.g. DGPOs, UPS systems, conduit, chasing, hearing loop chasing, cable outlets, draw wires, catenary wire, cable tray etc.); **(9)** Provision of all IT&T infrastructure (e.g. WLAN, LAN, WAN, IP-PBX/TDM-PBX, Load balancers, PoE Switches, fibre optics, 19" racks & furniture etc.); **(10)** Patching, painting, making good, etc. **(11)** Door / frame cut outs / coring for electric locks; **(12)** Supply and installation of internal lift trailing system, trailing cabling, and transitional supports and associated cut outs; **(13)** Supply and installation of auto doors and controllers; Blue Force will provide an interface to these items; **(14)** Supply and installation of car park egress loop, gates, motorised barriers & controllers; Blue Force will provide an interface to these items. **(15)** Supply and installation of audio visual equipment and technology (including TV sets, TV Brackets, fly leads, IP TV smart boxes, IPTV subscriptions, Foxtel decoders and Foxtel subscriptions); **(16)** Cable fire wall penetrations and fire rated sealing; **(17)** Drafting services (BIM / REVIT 3D Modelling / Rendition drafting and clash detection services). **(18)** Fire alarm interfacing to auto doors, roller doors, motorised door openers or other types of 240v powered door controllers.

Quote Acceptance

I accept this quotation as detailed above. I acknowledge that I have read and understand and agree to the inclusions and exclusions.

Signed on behalf of John Dethridge Strata Services:

Signature:

Name:

Date:

Purchase Order No:

Purchase Order Value:

How to Pay



Bank Deposit

Use quote number as reference.

Bank: Westpac
Acc Name: Blue Force Pty Ltd
BSB No: 036-073
Acc No: 155921



Direct Debit

If you wish to set up automatic payments for recurring services, contact us to request a payment authorisation form.



Credit Card

Call 1300 731 716 to make your payment over the phone.



BPAY

Bill Code: 295592
Customer Ref: 2733 4150



Cheque

Details

Account
Blue Force
PO Box
TUART

TERMS AND CONDITIONS: (1) INTERPRETATION: In these conditions: "Blueforce" means Blue Force Pty Ltd (ACN 101 791 897) and any person acting on its behalf and with its authority. "Buyer" means the purchaser of the Goods and/or Services. "Goods" means the materials, equipment and products provided or to be provided to the Buyer by Blueforce as listed on the Quotation or any written variation thereto; "Quotation" means a written quotation from Blueforce for the supply of Goods and/or Services to the Buyer; "Practical Completion" means the Goods and/or Services provided by Blueforce have payable net and payment of the amount plus GST is due on the day of delivery of the reached the stage where they have been completed, except for minor omissions. "Services" means the services provided or to be provided to the Buyer as listed by Blueforce on the Quotation or any variation thereto; "Variation" means Goods and Services provided by Blueforce to the Buyer that do not form part of the Goods and Services in the Quotation. "Work Site" means the location for delivery and/or installation as specified on the Quotation or as agreed between Blueforce and the Buyer in writing. **(2) TERMS:** The Goods and/or Services are sold on the terms and conditions herein. These terms and conditions attach to each and every supply of Goods and/or Services by Blueforce to the Buyer. **(3) QUOTATIONS:** Unless previously withdrawn, any Quotation is open for acceptance within 14 days of the period stated therein or, when no period is so stated, within 30 days after its date. Blueforce reserves the right to refuse for any reason any order based on the Quotation within 7 days after the receipt of the same. All Quotations are based on the delivery and installation of Goods during the hours of 8:00am and 5:00pm Monday to Friday and specifically exclusive of public holidays. Unless otherwise stated all prices quoted by Blueforce are net, exclusive of Goods and Services Tax (GST). **(4) ACCEPTANCE:** Full payment or part payment, placing an order for any Goods or Services, providing instructions to Blueforce in relation to the supply, receipt of, use of and verbal or written agreement to accept the Goods and/or Services shall all constitute acceptance of the terms and conditions herein, whether or not the Buyer acknowledges or signs these terms and conditions. **(5) DEPOSIT:** Blueforce may request that the Buyer pays a deposit before undertaking any work, supplying any Good or providing any Services. If a deposit is requested by Blueforce, Blueforce is under no obligation to undertake any work until the deposit is received in full by Blueforce and when all details pertaining to contract are finalised. In the event of default as to payment owing to Blueforce on the part of the Buyer, Blueforce shall be entitled to forfeit the deposit and claim any profit or margin contemplated by or allowed for in the contract in addition to any remedy available to Blueforce at law or in equity. **(6) SHORTAGE/ DEFECT:** The Buyer will inspect the Goods and Services upon receipt and notify Blueforce of any defects or shortages within five (5) days from the date of receipt of the Goods and Services and upon failing to do so, the Buyer waives any claim against Blueforce for defects in, or shortage of, any Goods and Services. **(7) CANCELLATION BY BLUEFORCE:** Blueforce may in its sole discretion cancel delivery of Goods and/or Services at any time before they are receipted by the Buyer by giving written notice to the Buyer and upon giving such notice shall not be liable for any loss or damage arising whatsoever from such cancellation. **(8) CANCELLATION BY THE BUYER:** No order for Goods and/or Services may be cancelled by the Buyer without consent in writing from Blueforce. **(9) DRAWINGS/SPECIFICATIONS:** All specifications, drawings, and particulars submitted by Blueforce are approximate only and any deviation does not vitiate any contract with Blueforce or form grounds for any claim against Blueforce. The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of these terms and conditions of sale or of the description applied to the Goods and/or Services. **(10) PERFORMANCE:** Any performance figures given by Blueforce are estimates only and are typical results that are not guaranteed. There are a number of factors which can influence the overall accuracy of various Goods and Services provided by Blueforce, including but not limited to bodily contact, satellite signal strength and objects that impede signals such as buildings and trees, and signal reflections off surrounding objects. Blueforce is under no liability for damages for failure of the goods to attain such performance unless specifically guaranteed in writing. Any such written guarantees are subject to recognised tolerances applicable to such

only and Blueforce is not liable for loss, damage or delay arising from late delivery or non-delivery or late installation or non-installation of the Goods and/or Services. Blueforce may at its option provide the Goods and/or Services to the Buyer in any number of instalments. If Blueforce delivers any Goods or Services by instalments, and any one of those instalments is defective for any reason, then it is not a repudiation of the whole of the order and the defective instalment is a severable breach that gives rise only to a claim for compensation and/or to the value of the Goods and/or Services. **(12) WORK SITE:** The Buyer shall ensure that the Work Site is safe and clear of any hazards. Any delay or obstructions caused to the supply of the Goods and/or Services that are outside of the control of Blueforce shall give rise to a Variation. Blueforce shall not be liable for any loss or damage caused in accessing the Work Site including, but not limited to, damage to any walls, flooring and ceiling. Where Goods are to be installed by Blueforce and, for any reason, are unable to be installed at the time of delivery, the Buyer shall provide a locked and well is to provide Services at the Worksites, the Buyer shall provide all 240-volt AC GPO outlets terminating at the electronic equipment as required by Blueforce. **(13) FORCE MAJEURE:** Blueforce will not be liable for any default due to a condition that is out of the reasonable control of Blueforce including flood, fire, storm, strike. **(14) GUARANTEE AND WARRANTY:** Blueforce's liability for Goods and/or Services supplied to the Buyer is limited to making good any defects or at Blueforce's election by replacement, within a period not exceeding twelve (12) calendar months after receipt or installation of the Goods and/or Services and such liability is only enforceable by the Buyer where the defects have arisen solely from faulty materials or workmanship and the Goods have not received maltreatment, inattention, incorrect use or interference and the defective Goods are promptly returned free of cost to Blueforce. Unless otherwise agreed in writing, any works to be performed by reason of such liability shall be performed between 9:00am and 5:00pm Monday to Friday exclusive of public holidays. Where the Goods have not been manufactured by Blueforce, the guarantee and warranty of the manufacturer of the Goods is accepted by the Buyer and is the only guarantee and warranty given to the Buyer in respect of the Goods. Blueforce agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or guarantee that the manufacturer has granted to Blueforce to the extent that the benefit of any warranty or guarantee is assignable. Blueforce's liability for breach of a condition or warranty implied by the Competition and Consumer Act 2010 is limited to: in the case of Goods, the replacement of the goods, supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods or the payment of the cost of having the goods repaired; or in the case of services, the supplying of the services again or payment of the cost of having the services supplied again. **(15) PAYMENT:** Blueforce will charge and the Buyer will pay as per the amount in the Quotation plus any additional costs communicated to the Buyer that are incurred in Blueforce providing Goods and/or Services plus any amount for a Variation. The final invoice provide to the Buyer may vary from the Quotation. The invoice amount is payable net and payment of the amount plus GST is due on the day of delivery of the Goods unless other terms of payment are agreed in writing by Blueforce. An additional charge ("Additional Charge") will be made where: additional Goods and Services are required to be supplied or undertaken to complete the work; the Buyer alters the specifications after Blueforce's quote has been accepted; the Buyer fails to provide Prompt Plumbing and Electrical with suitable access to the site where Goods are to be delivered or Services are to be provided; or the Customer requires Blueforce to deliver Goods or perform work urgently. Where an Additional Charge will be required, Blueforce will endeavour to advise the Buyer prior to supplying the additional Good(s) or Service(s). The Buyer acknowledges and agrees that in some circumstances Blueforce will be unable to advise the Buyer of the Additional Charge and the Buyer agrees to pay all urgent and unforeseen Additional Charges. **(16) PAYMENT INDEMNITY:** The Buyer shall not be treated as having paid for Goods and/or Services until such time as cleared funds are received by Blueforce. All payments that are due to Blueforce by the Buyer are to be made without deduction or set-off, whether legal or equitable. The Buyer agrees to indemnify Blueforce against all costs and expenses (including legal costs on an indemnity basis) incurred by Blueforce and/or its agents in respect

figures. **(11) DELIVERY:** Any delivery times made known to the Buyer are estimates

of the Buyer, relating to any

enforcement of obligations and recovery of money is due to Blueforce or possession of Goods. Blueforce may at any time set off amounts owed by Blueforce to the Buyer from any money owing by the Buyer to Blueforce. Any error in an invoice supplied to the Buyer by Blueforce for must be communicated in writing to Blueforce within 14 days of receiving the invoice. Notwithstanding the communication, the full amount of the invoice shall remain as the amount owed by the Buyer to Blueforce. **(17) ASSIGNMENT:** Blueforce has the right to assign to a third party any obligations that it has to the Buyer in relation to the supply of Goods and/or Services. **(18) VARIATION:** If there is a Variation, the amount payable by the Buyer for the Variation is to be agreed between the parties and, if the amount cannot be agreed, is to be calculated on a unit rate basis according to the unit price set out in the Quotation and in the absence of unit prices, according to the reasonable market value of the Goods and/or Services. **(19) PRACTICAL COMPLETION:** In the event that Goods are to be installed by Blueforce at the Work Site and in the event that the Buyer seeks to use any part or portion of the Goods prior to completion of the installation, the Buyer must issue Blueforce with a Certificate of Practical Completion for the part or portion of the Goods completed and the defects liability period for that part or portion shall commence from that date. **(20) DEFAULT:** Interest of 7% per annum calculated daily will accrue on any unpaid amounts for the supply of Goods and/or Services from the date upon which the amount is payable in accordance with these terms until the date upon which the purchase price and all accrued interest is received as cleared funds by Blueforce. The Buyer agrees to indemnify Blueforce against all costs and expenses (including legal costs on an indemnity basis) incurred by Blueforce and/or its agents in respect of the Buyer, relating to any enforcement of obligations and recovery of money is due to Blueforce. The Buyer consents to Blueforce lodging a caveat to protect any monies owing to Blueforce pursuant to these terms and conditions. If a demand is made by Blueforce, the Buyer agrees to immediately execute a mortgage or other instrument of security, on terms satisfactory to Blueforce to further secure the payment of the guaranteed debts. **(21) RIGHTS IN RELATION TO GOODS:** The risk of loss of or damage to the Goods will pass to the buyer on delivery. Blueforce reserves the following rights in relation to the Goods and any materials used in supply of Services until all amounts owed by the Buyer to Blueforce are fully paid: Ownership and title in the Goods; to enter the Buyer's premises (or the premises of any associated company or agent whether goods are located) without liability for trespass any resulting damage and retake possession of the Goods; to keep or resell any Goods repossessed pursuant to the terms herein; and if the Goods are resold, or products manufactured using the goods are sold, the buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the Goods and/or Services sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of Blueforce and shall pay such amount to Blueforce upon request. Notwithstanding the provisions above, Blueforce shall be entitled to maintain an action against the Buyer for any unpaid Goods and/or Services. **(22) DEALINGS WITH GOODS:** Until it has paid for them in full: the Buyer must keep the Goods separately stored and marked as the property of Blueforce; the Buyer must not (without Blueforce's prior written consent): create or allow any interest in, or dispose or part with possession of the Goods; allow the Goods to be taken outside of Australia; or allow the Goods to become an accession to or commingled with any other property. **(23) STORAGE:** Blueforce reserves the right to make a reasonable charge to the Buyer for storage of Goods if delivery instructions are not provided by the Buyer or the Buyer fails to collect the Goods within 14 days of request by Blueforce for the same. The parties agree that Blueforce may charge for storage from the first day after Blueforce request the Buyer to provide delivery instructions or collect the Goods. **(24) RETURNED GOODS:** Blueforce is not under any duty to accept Goods returned by the Buyer and will do so only on terms to be agreed in writing in each individual case. If Blueforce agrees to accept return Goods from the Buyer, the Buyer must return the Goods to Blueforce at Blueforce's selected location. **(25) LIABILITY AND INDEMNITY:** The Buyer acknowledges that the Goods and/or Services may be required in a life-

qualified medical advice, medical machinery, emergency medical assistance or the seeking of emergency services. Blueforce customers using any form of medical, panic, or security alarm should also attempt to seek further assistance by telephone or calling for help; acknowledges that Blueforce is reliant upon the Buyer to provide and maintain accurate information and records to Blueforce which will be used in case of emergency, and Blueforce is not liable for any death or injury resulting from a failure by emergency services or another responder or contact to respond to emergency alerts including text messages or calls resulting from the use of any Goods or Services; Blueforce is not liable for any loss, injury or damage caused by emergency services or other persons responding to emergency alerts; acknowledges that it is the responsibility of the Buyer to maintain, replace and repair any Goods, including charging and changing any batteries when necessary; acknowledges that the Goods and Services supplied by Blueforce may require access to a cellular network to communicate, and the availability of the Global Positioning System satellite network to determine its location; acknowledges the Goods and Services supplied by Blueforce may not function correctly, or at all, in any of the following situations: the Goods and Services will not be able to send an alert, or its location, if it is in an area with no coverage from a cellular network of the telecommunications provider that it has been established with, or if there is a transmission failure; the Goods and Services will not work on any other cellular network than the network that it is established with; the Goods and Services cannot be taken overseas as they will not work in any other country; Global Positioning System technology can be affected by certain atmospheric conditions, radio interference, buildings or other forms of interference which can block the Goods and Services connection to Global Positioning System satellites. The Goods and Services location information may not be available if Global Positioning System satellites are unavailable, or the Global Positioning System signal is blocked; location information may not be able to be displayed to Blueforce if the location mapping service used by Blueforce is unavailable; communication between the Goods and Services and a base unit may be affected by distance or radio frequency interference; and indemnifies and releases Blueforce from all liabilities, losses, actions, proceedings, costs, fees, expenses and damages claim by any person or entity, including the Buyer whatsoever incurred, arising out of or in connection with, or in consequence of any default of breach by the Buyer of any of its obligations owed to Blueforce under or in connection with these terms and conditions, with respect to loss or damage to property or personal injury or death arising directly or indirectly in connection with: the negligence or breach of these terms and conditions by any person, employee, agent or subcontractor of Blueforce in the provision of the Goods and/or Services; any malfunction or fault in the Goods and/or services; any force of nature or matter outside of the control of Blueforce; network failures, satellite failures, electrical or mechanical failures and or interruption including, but not limited to electrical disturbance, spike, brownout, blackout, outages to telephone, cable, telecommunications or other infrastructure; a failure to charge, test or incorrect usage of the Goods and/or Services, including but not limited to a failure to follow the various warnings described in any manual, instruction or direction provided by Blueforce; and any malfunction or fault in the Goods and/or Services. **(26) PLACE OF CONTRACT:** This contract for sale of Goods and/or Services is made in the State of Western Australia and the Buyer agrees to submit all disputes arising between it and Blueforce to the courts or tribunals of Western Australia. **(27) VALIDITY:** If any provision of these terms and conditions is deemed invalid, void, illegal or unenforceable, the validity, existence, the Galilee and enforceability of the remaining provision shall not be affected, prejudiced or impaired. **(28) PERSONAL PROPERTY SECURITIES ACT:** The Buyer acknowledges that: if Blueforce determines that any contract incorporating these terms and conditions (or a transaction in connection with it) is or contains a security interest for the purposes of the Personal Property Securities Act 2009 ('PPSA'), the Buyer consents to Blueforce effecting and maintaining a registration on the Personal Property Securities Register (in any manner Blueforce considers appropriate) in relation to any security interest contemplated or constituted by these terms

threatening situation and: acknowledges that Blueforce does not provide any medical advice or services, and the use of any Goods or Services is not intended to replace

any security interest that it considers to arise from these terms and conditions and agrees to sign any documents and provide all assistance and information to Blueforce required to facilitate the registration and maintenance of any security interest to ensure that the security interest is enforceable, perfected and otherwise effective and has priority over all other security interests. Neither the Buyer nor Blueforce will disclose information of the kind mentioned in section 275(1) of the PPSA or any information contained in these terms and conditions and the Buyer will not authorise and will ensure that no other party authorises the disclosure of such information. This sub-clause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA. To the extent permitted by law, the Buyer waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA. This sub-clause does not prevent Blueforce from giving a notice under the PPSA. To the extent the law permits, Blueforce need not comply with, and the Buyer may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of, if Blueforce exercises a right, power or remedy in connection with these terms and conditions or a security interest that the terms and conditions provide for, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless Blueforce states otherwise at the time of exercise. However, this sub-clause does not apply to a right, power or remedy which can only be exercised under the PPSA. The Buyer must notify the Seller at least 14 days before it does any of the following: changes its name; changes its place of registration or incorporation; changes or applies for an ACN, ABN, ARBN or ARSN under which an interest in any of the Goods is or will be held. The Buyer must notify the Seller if anything mentioned in sub-clause (vii) occurs immediately upon becoming aware of it. **(29) GOVERNING LAW:** Any contract between Blueforce and a Buyer is governed by the laws of Western Australia and of the Commonwealth of Australia. **(30) DEED OF GUARANTEE AND INDEMNITY:** If the Buyer is a company, rather than an individual, then this guarantee applies to these terms and conditions and in consideration of Blueforce providing the Goods and Services at the request of the guarantor(s), each director of the Buyer agrees to separately sign this deed of guarantee to personally guarantee the payment of all money payable by the Buyer to Blueforce, and: Blueforce is entitled to require the directors to pay any money due from the Buyer to Blueforce without being required to institute any proceedings against the Buyer; This guarantee is a continuing security and shall not be wholly or partially discharged as long as any money due by the Buyer to Blueforce is owing or payable or which in the opinion of Blueforce may become owing or payable; The rights of Blueforce against any guarantor shall not be affected, prejudiced or discharged by: any indulgence or extension of time granted by Blueforce to the Buyer or the guarantor(s); any contract incorporating these terms and conditions or the liability of the Buyer becoming invalid or unenforceable for any reason; the death, bankruptcy or winding up of the Buyer or a director of the Buyer as the case may be. If for any reason any of the obligations of the Buyer to Blueforce are rendered unenforceable against the Buyer, the guarantor(s) shall indemnify Blueforce against any resulting loss, cost or expense which Blueforce may suffer or incur including payment of any third-party disbursements. The guarantor(s) charge all of the guarantor(s) right, title and interest in any land and personal property held now or in the future by the guarantor(s) or any one or more of them to secure the payment of the guaranteed debt. The guarantor(s) consent to Blueforce lodging a caveat to protect Blueforce's interest under this sub-clause. If a demand is made by Blueforce, the guarantor(s) agree to immediately execute a mortgage or other instrument of security, on terms satisfactory to Blueforce to further secure the payment of the guaranteed debts. The guarantor(s) agree to pay all legal costs, on an indemnity basis, disbursements and expenses incurred by the law practice arising from a breach of this deed of guarantee by the guarantor(s). This deed of guarantee is governed by the law of Western Australia. A certificate signed by an authorised officer of Blueforce stating the sum due and owing by the guarantor(s) at the date specified in the certificate will be a conclusive statement and will be binding on the parties

and conditions in the collateral and the proceeds arising in respect of any dealing in Blueforce's collateral and the Buyer consents to Blueforce

or towards discharging any liability arising under any contract incorporating these terms and conditions. If the Buyer is subject to any external insolvency administration, the guarantor(s) will not prove in that external insolvency or administration in competition with Blueforce. The guarantor(s) authorise Blueforce to prove for all monies owing to the guarantor(s) by the Buyer and to appropriate any dividends otherwise payable to the guarantor(s) until Blueforce has received 100 cents in the dollar to the guaranteed debts. If a clause in this deed of guarantee is void, illegal or unenforceable, it may be severed without affecting the enforceability of any other provision.

(31) DIRECT DEBIT AUTHORITY: By submitting a direct debit authority, you authorise Blueforce to deduct funds from your nominated credit card. By providing credit card details, you authorise Blueforce to charge ongoing recurring payments from the nominated credit card. Blueforce will only deduct funds from your nominated credit card as authorised by this authority. Blueforce will keep all information into your nominated account at your financial and douching confidential except to the extent that is required to utilise that information to process a direct debit transaction or if disclosure is required by law. Ongoing recurring payments will be charged monthly in advance. Ongoing recurring payments will be deducted on the first day of each month unless otherwise agreed by Blueforce. If a nominated debit day falls on a weekend or public holiday, funds may be deducted on the first business day thereafter. You may request that Blueforce modify your direct debit authority by email transmitted to admin@blueforce.com.au. Blueforce will only action requests to modify direct debit authorities which are made by recognised account contacts. Any modification to direct debit authorities must be made at least seven (7) days prior to any modifications taking effect. Such modifications may include deferring a debit, altering the nominated debit date, altering the recurring payment schedule, stopping an individual debit, suspending the direct debit arrangement, or cancelling the direct debit completely. It is the responsibility of the account holder named in this authority to have sufficient clear funds available in their nominated payment account on the date that payments are debited pursuant to this authority. Blueforce is not liable to reimburse an account holder for any fees or charges levied by the account holders nominated financial institution, such as those incurred from insufficient clear funds to enable this direct debit authority to function. In the event that a payment student to this authority is dishonoured for whatever reason, Blueforce will contact the account holder to arrange payment by another method or range for sufficient funds to be deposited into their account by an agreed time to enable the dishonoured payment to be levied. Blueforce may terminate this authority and any related service contract between the account holder and Blueforce where the account holder defaults on any of the terms of this authority. **(32) CCTV MONITORING:** A "fair use policy" does apply to avoid exploitation of this service. In the event activations are clearly caused by an environmental condition (such as the movement of foliage, animals, etc) the monitoring centre reserves the right to suspend this service until the customer has corrected the situation.

QUOTE NUMBER: 42907



at the date of that certificate in the absence of a manifest error. Blueforce may appropriate any moneys received by from or on behalf of the Buyer in

MINUTES OF ANNUAL GENERAL MEETING

Minutes of the Annual General Meeting of the above Strata Company held at 3 Norfolk Street, Fremantle, WA, 6160 on Tuesday, 17 June 2025, commencing at 05:30 PM.

Present:

Lot 1	Tarryn Maree Gibson	Proxy present
Lot 2	Nelson Smith	Owner present
Lot 4	Tarryn Maree Gibson	Owner present
Lot 6	Kai Hellberg	Owner present
Lot 7	Bonnie Lucinda McLeod	Owner present
Lot 8	Yvette Moyle	Proxy present

Persons present as proxies for proprietors:

Lot 1	Terence Reinhardt Low	Proxy Name: Tarryn Maree Gibson
Lot 3	Nicole Ann Chambers	Proxy Name: Chairperson
Lot 8	Adrian David Moyle & Yvette Kylie Tulloch	Proxy Name: Yvette Moyle

Persons present by invitation of the meeting:

Harry Kaye – John Dethridge Strata Services

Apologies – Nicole Ann Chambers & Kamma Chapman

1. PRELIMINARY MATTERS

John Dethridge Strata Services respectfully acknowledge the Whadjuk Nyoongar people as the Traditional Custodians of the land on which we meet today. We acknowledge their enduring connection to the lands, waterways and communities and pay our respects to Elders past, present and emerging.

It was resolved that Harry Kaye be authorised to act as Chairperson of the Strata Company for the purposes of this meeting.

The Chairperson announced that all proxies had been verified as valid, a quorum was present either by one half of the persons entitled to vote or by duly elected proxy, and the meeting was validly constituted and declared open at 5.45pm.

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 0

Inv: 0

Mover: Bonnie Lucinda McLeod, Seconder: Yvette Moyle

2. Confirmation of previous minutes for the Last General Meeting

Motion under notice:

1. That by Ordinary Resolution, the minutes of the General Meeting held on 19th of June 2024 be verified as an accurate record of those proceedings.
2. Consideration of any matters arising not otherwise provided for by this agenda.

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 0

Inv: 0

Mover: Bonnie Lucinda McLeod, Seconded: Tarryn Maree Gibson

3. Acknowledgement of Strata Manager's Report

Motion under notice:

That by Ordinary Resolution the Strata Manager's Report, as attached to the notice of meeting, be received.

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 0

Inv: 0

Mover: Bonnie Lucinda McLeod, Seconded: Yvette Moyle

4. Statement of Accounts

Motion under notice:

That by Ordinary Resolution, the Statement of Accounts for the financial year ending 31st of March 2025, as attached to the notice of meeting, be adopted as presented.

Motion CARRIED.

VOTES

Yes : 7

No: 0

Abs: 0

Inv: 0

Mover: Yvette Moyle, Seconded: Kai Hellberg

5. Constitution of Council

Motion under notice:

1. That by Ordinary Resolution, the Council of the strata company consist of 4 owners.

An amendment to the motion was moved by Kai Hellberg and seconded by Yvette Moyle that the number of Council positions be set at 3 owners.

2. The following owners were nominated and declared elected to the Council:

Yvette Moyle – Lot 8

Nelson Smith – Lot 2

Kai Hellberg – Lot 6

3. Appointment of Office Bearers – Yvette Moyle was elected as Chairperson & Treasurer

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 1

Inv: 0

Mover: Kai Hellberg, Seconded: Yvette Moyle

6. Insurance Obligations of the Strata Company

Motions under notice:

That by Ordinary Resolution -

1. The Strata Company acknowledge receipt of the insurance certificates, insurance requirements and important information attached to the notice of meeting, detailing a general advice warning and disclosure relating to John Dethridge Strata Services' arrangement with the insurer.
2. The Strata Company resolve to review the replacement value by utilising the services of a valuer/ quantity surveyor to assess the current replacement value of improvements. *Note - the last valuation was carried out in 2022 and came in at \$3,509,000.00.*
3. The Strata Company resolve to renew the policy of insurance at the replacement value as indexed by the insurer or in line with a recent valuation, taking into consideration the date of the valuation and subsequent inflationary factors.

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 1

Inv: 0

Mover: Yvette Moyle, Seconder: Kai Hellberg

7. Non-Routine/ 10 Year Plan Maintenance

Motion under notice:

That by Ordinary Resolution, the Council be authorised to proceed with the following non-routine maintenance works as identified in the strata company's 10 Year Maintenance Plan and/or requested by owners:

1. Consultancy Services - Building Report
2. Upgrade Security System

Motion CARRIED.

VOTES

Yes : 7

No: 0

Abs: 0

Inv: 0

Mover: Yvette Moyle, Seconder: Kai Hellberg

Notes

The meeting confirmed instructions for the Strata Manager to approve quote from Rick Martelli to proceed with writing up the building defect report as circulated to the Council.

Strata Manager to confirm whether quote from Blueforce is for a wired intercom system with handsets rather than a mobile system, and provide comparison with other quotes received.

8. Proposed Budget and Levy Contributions

8.1. Consideration of Budget of Estimated Expenditure

Motion under notice:

That by Ordinary Resolution -

1. The budget of estimated expenditure totalling \$8,281.00 for the Administrative Fund and \$14,200.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the financial year ending 30th of June 2025.
2. The provisional budget of estimated expenditure totalling \$32,464.00 for the Administrative Fund and \$7,000.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the following financial year ending 30th of June 2026.

**If the strata company is registered for GST, the budget of expenditure items, as listed, are GST exclusive*

Motion CARRIED.

VOTES

Yes : 6 No: 0 Abs: 1 Inv: 0

Mover: Yvette Moyle, Seconder: Kai Hellberg

8.2. Determination of Levy Contributions for the Administrative Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Administrative Fund be payable in advance, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Admin Fund	Due
Already Issued	\$8.50	01 Apr 2025	30 Jun 2025	\$8,500.00	01 Apr 2025
Total	\$8.50	01 Apr 2025	30 Jun 2025	\$8,500.00	

2. The levy contributions will continue on a quarterly basis from 30th of June 2025 at the rate of \$8.50 per unit entitlement, to raise \$8,500.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Motion CARRIED.

VOTES

Yes : 6 No: 0 Abs: 1 Inv: 0

Mover: Yvette Moyle, Seconder: Kai Hellberg

8.3. Determination of Levy Contributions for the Reserve Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Reserve Fund be payable in advance, inclusive of GST, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Reserve Fund	Due
Already Issued	\$1.50	01 Apr 2025	30 Jun 2025	\$1,500.00	01 Apr 2025
Total	\$1.50	01 Apr 2025	30 Jun 2025	\$1,500.00	

2. The levy contributions for the Reserve Fund will continue on a quarterly basis from 30th of June 2025 at the rate of \$1.80 per unit entitlement, to raise \$1,800.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Motion CARRIED.

VOTES

Yes : 6 No: 1 Abs: 0 Inv: 0

Mover: Yvette Moyle, Second: Nelson Smith

9. Execution of Documents & Use of Common Seal

Motion under notice:

That by Ordinary Resolution, the Council and/or the Strata Manager on instruction by the Council, be authorised pursuant to Section 118 of the Strata Titles Act 1985 to;

1. Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
2. If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

Motion CARRIED.

VOTES

Yes : 6 No: 0 Abs: 1 Inv: 0

Mover: Yvette Moyle, Second: Bonnie Lucinda McLeod

10. Matters Without Notice for Discussion and Referral to the Council:

Council of Owners to follow up with City of Fremantle as to when verge tree will be planted.

Council of Owners to arrange meeting once building defect report has been received.

The meeting closed at 06:50 PM.

Approved Budget 1 April 2025-30 June 2025

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

3 month budget --- EOFY Reverts to 30/06/25

Administrative Fund	Proposed budget (inc GST)
Revenue	
Levies Due--Admin	\$ 8,500.00
<i>Total revenue</i>	\$ 8,500.00
Less expenses	
Administration	
Admin--Management Fees--Standard	\$ 647.50
Admin--Agent Disburst--Meeting Fees	\$ 150.00
Admin--Agent Disburst--Preparation	\$ 300.00
Admin--Agent Disburst--Email Correspondence	\$ 275.00
Admin--Agent Disburst--Telephone Calls	\$ 87.50
Admin--Agent Disburst--Maintenance Orders	\$ 200.00
Admin--Agent Disburst--Software Licence Fee	\$ 36.00
Professional Fees	
Admin--Accountant Fees	\$ 45.00
Utilities	
Utility--Electricity	\$ 125.00
Utility--Water	\$ 750.00
Insurance	
Insurance--Premiums	\$ - *Due 12/25
Insurance--Excesses	\$ 500.00
Insurance--Valuation	\$ 440.00
Building	
Maint Bldg--General Maintenance	\$ 500.00
Maint Bldg--Cleaning Common Area	\$ 450.00
Maint Bldg--Gutters & Downpipes Cleaning	\$ 900.00
Maint Bldg--Pest/Vermin Control	\$ 600.00
Maint Bldg--Intercom	\$ 500.00
Maint Bldg--Plumbing & Drainage	\$ 750.00
Maint Bldg--Security Gate Repairs	\$ 150.00
Maint Bldg--Electrical	\$ 125.00
Grounds/Landscaping	
Maint Grounds--Lawns & Gardening	\$ 700.00
Maint Grounds--Irrigation Systems	\$ 50.00
Total expenses	<u>\$ 8,281.00</u>

Reserve Fund	Proposed budget (inc GST)
Revenue	
Levies Due--Sinking	\$ 1,500.00
Levies Due (Special)--Sinking	\$ -
<i>Total revenue</i>	\$ 1,500.00
Less expenses	
Maint Bldg--Consultancy Services	\$ 5,000.00
Maint Bldg--Upgrade Security System	\$ 9,200.00
Total expenses	\$ 14,200.00

Approved Budget 1 April 2025-30 June 2025

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

3 month budget --- EOFY Reverts to 30/06/25

Administrative Fund - Levy Contributions

Net owners funds	31/03/2025	\$	11,388.24	\$	11,388.24
Proposed Income - Regular Levy		\$	8,500.00	\$	19,888.24
Transfer from Reserve Fund		\$	-	\$	19,888.24

Less

Anticipated Expenditure		\$	8,281.00	\$	8,281.00
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ANTICIPATED BALANCE AS AT	30/06/2025			\$	11,607.24
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Note: unpaid levy contributions				\$	-
			Aggregate of u/e		1,000

Strata Levies per unit entitlement per annum	\$	8.50
Strata Levies per unit entitlement per quarter (if equal)	\$	2.13

QUARTERS	\$/UE	
01/04/25-30/06/25	\$ 8.50	already raised
Total	\$ 8.50	

		Levy per quarter at	
UNIT	U/E	\$8.50/ UE	
1,6	102	\$	867.00
2,3,4	95	\$	807.50
5	110	\$	935.00
6	102	\$	867.00
7,8,9	99	\$	841.50
10	104	\$	884.00

Approved Budget

1 April 2025-30 June 2025

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

3 month budget --- EOFY Reverts to 30/06/25

Reserve Fund - Levy Contributions

Net owners funds	31/03/2025	\$	18,922.53	\$	18,922.53
Proposed Income - Regular Reserve Levy		\$	1,500.00	\$	20,422.53
Proposed Income - Special Levy		\$	-	\$	20,422.53

Less

Anticipated Expenditure		\$	14,200.00	\$	14,200.00
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ANTICIPATED BALANCE AS AT	30/06/2025			\$	6,222.53
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Note: unpaid levy contributions				\$	-
			Aggregate of u/e		1,000

Strata Levies per unit entitlement per annum					1.5
Strata Levies per unit entitlement per quarter (if equal)		\$			0.38

QUARTERS \$/UE

01/04/25-30/06/25	\$	1.50	already raised
Total	\$	1.50	

		Levy per quarter at	
UNIT	U/E	\$1.50/ UE	
1,6	102	\$	153.00
2,3,4	95	\$	142.50
5	110	\$	165.00
6	102	\$	153.00
7,8,9	99	\$	148.50
10	104	\$	156.00

Approved Budget 1 July 2025 - 30 June 2026

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

Administrative Fund	Proposed budget (inc GST)
Revenue	
Levies Due--Admin	\$ 34,000.00
<i>Total revenue</i>	\$ 34,000.00
Less expenses	
<i>Administration</i>	
Admin--Management Fees--Standard	\$ 2,590.00
Admin--Agent Disburst--Meeting Fees	\$ 600.00
Admin--Agent Disburst--Preparation	\$ 1,200.00
Admin--Agent Disburst--Email Correspondence	\$ 1,100.00
Admin--Agent Disburst--Telephone Calls	\$ 350.00
Admin--Agent Disburst--Maintenance Orders	\$ 800.00
Admin--Agent Disburst--Software Licence Fee	\$ 144.00
<i>Professional Fees</i>	
Admin--Accountant Fees	\$ 180.00
<i>Utilities</i>	
Utility--Electricity	\$ 500.00
Utility--Water	\$ 3,000.00
<i>Insurance</i>	
Insurance--Premiums	\$ 8,600.00
Insurance--Excesses	\$ 500.00
<i>Building</i>	
Maint Bldg--General Maintenance	\$ 2,000.00
Maint Bldg--Cleaning Common Area	\$ 1,800.00
Maint Bldg--Gutters & Downpipes Cleaning	\$ 900.00
Maint Bldg--Pest/Vermin Control	\$ 600.00
Maint Bldg--Intercom	\$ 500.00
Maint Bldg--Plumbing & Drainage	\$ 3,000.00
Maint Bldg--Security Gate Repairs	\$ 600.00
Maint Bldg--Electrical	\$ 500.00
<i>Grounds/Landscaping</i>	
Maint Grounds--Lawns & Gardening	\$ 2,800.00
Maint Grounds--Irrigation Systems	\$ 200.00
<i>Total expenses</i>	<u>\$ 32,464.00</u>

Reserve Fund	Proposed budget (inc GST)
Revenue	
Levies Due--Sinking	\$ 7,200.00
Levies Due (Special)--Sinking	\$ -
<i>Total revenue</i>	\$ 7,200.00
Less expenses	
Maint Bldg--10 Year Maintenance Plan	\$ 5,000.00
<i>Total expenses</i>	<u>\$ 5,000.00</u>

Approved Budget 1 July 2025 - 30 June 2026

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

Administrative Fund - Levy Contributions

Net owners funds	30/06/2025	\$	11,607.24	\$	11,607.24
Proposed Income - Regular Levy		\$	34,000.00	\$	45,607.24
Transfer from Reserve Fund		\$	-	\$	45,607.24

Less

Anticipated Expenditure		\$	32,464.00	\$	32,464.00
ANTICIPATED BALANCE AS AT	30/06/2026			\$	13,143.24

Note: unpaid levy contributions \$ -

Aggregate of u/e 1,000

Strata Levies per unit entitlement per annum	\$	34.00
Strata Levies per unit entitlement per quarter (if equal)	\$	8.50

QUARTERS		\$/UE
01/07/25 - 30/09/25	\$	8.50
01/10/25 - 31/12/25	\$	8.50
01/01/26 - 31/03/26	\$	8.50
01/04/26 - 30/06/26	\$	8.50
Total	\$	34.00

		Levy per quarter at	
UNIT	U/E	\$x/ UE	
1,6	102	\$	867.00
2,3,4	95	\$	807.50
5	110	\$	935.00
6	102	\$	867.00
7,8,9	99	\$	841.50
10	104	\$	884.00

Approved Budget 1 July 2025 - 30 June 2026

The Owners of 3 Norman St Fremantle
Strata Scheme 63910

Reserve Fund - Levy Contributions

Net owners funds	30/06/2025	\$	6,222.53	\$	6,222.53
Proposed Income - Regular Reserve Levy		\$	7,200.00	\$	13,422.53
Proposed Income - Special Levy		\$	-	\$	13,422.53

Less

Anticipated Expenditure		\$	5,000.00	\$	5,000.00
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ANTICIPATED BALANCE AS AT	30/06/2026			\$	8,422.53
----------------------------------	-------------------	--	--	-----------	-----------------

Note: unpaid levy contributions				\$	-
			Aggregate of u/e		1,000

Strata Levies per unit entitlement per annum	\$	7.20
Strata Levies per unit entitlement per quarter (if equal)	\$	1.80

QUARTERS		\$/UE
01/07/25 - 30/09/25	\$	1.80
01/10/25 - 31/12/25	\$	1.80
01/01/26 - 31/03/26	\$	1.80
01/04/26 - 30/06/26	\$	1.80
Total	\$	7.20

		Levy per quarter at	
UNIT	U/E	\$1.80/ UE	
1,6	102	\$	183.60
2,3,4	95	\$	171.00
5	110	\$	198.00
6	102	\$	183.60
7,8,9	99	\$	178.20
10	104	\$	187.20



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC14000859
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners of 3 Norman Street Fremantle Strata Plan 63910 3 Norman Street, Fremantle, WA, 6160
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/12/2024 Expiry Date: 4:00pm on 01/12/2025
INTERMEDIARY	Body Corporate Brokers
ADDRESS	PO Box 5655, St George's Terrace, WA, 6831
DATE OF ISSUE	22/07/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$3,050,000
		Common Area Contents	\$30,500
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$457,500
		OPTIONAL COVERS	
		1. Flood	Included
		2. Floating Floors	Not Included
SECTION 2	Liability		\$10,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Maintenance Plan Forecast Report

3 Norman Street
3 Norman Street, Fremantle, WA 6160
Scheme Number: 63910



COMPILED BY SIMON VINCENT

**On 15 March 2022 for the
15 Years Commencing: 1 April 2022
QIA Job Reference Number: 170468**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

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Beenleigh QLD 4207

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REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
MAINTENANCE PLAN FINANCIAL SUMMARY	- 6 -
MAINTENANCE PLAN FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 16 -
ITEMISED ACCRUALS BY YEAR.....	- 18 -
REPORT INFORMATION.....	- 21 -
AREAS NOT INSPECTED	- 21 -

INTRODUCTION

We have estimated that the Maintenance Plan 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

3 Norman Street, Fremantle, WA 6160

REPORT SUMMARY

We have estimated that the Maintenance Plan 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 Maintenance Plan 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 Maintenance Plan Levy per entitlement already set is:	\$0.33
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$6,510.88
The proposed Maintenance Plan Levy per entitlement is:	\$10.51

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, or may appear as a “partial” provision if there is a need for some allowance in the duration 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 Maintenance Plan 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 5.0% 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.

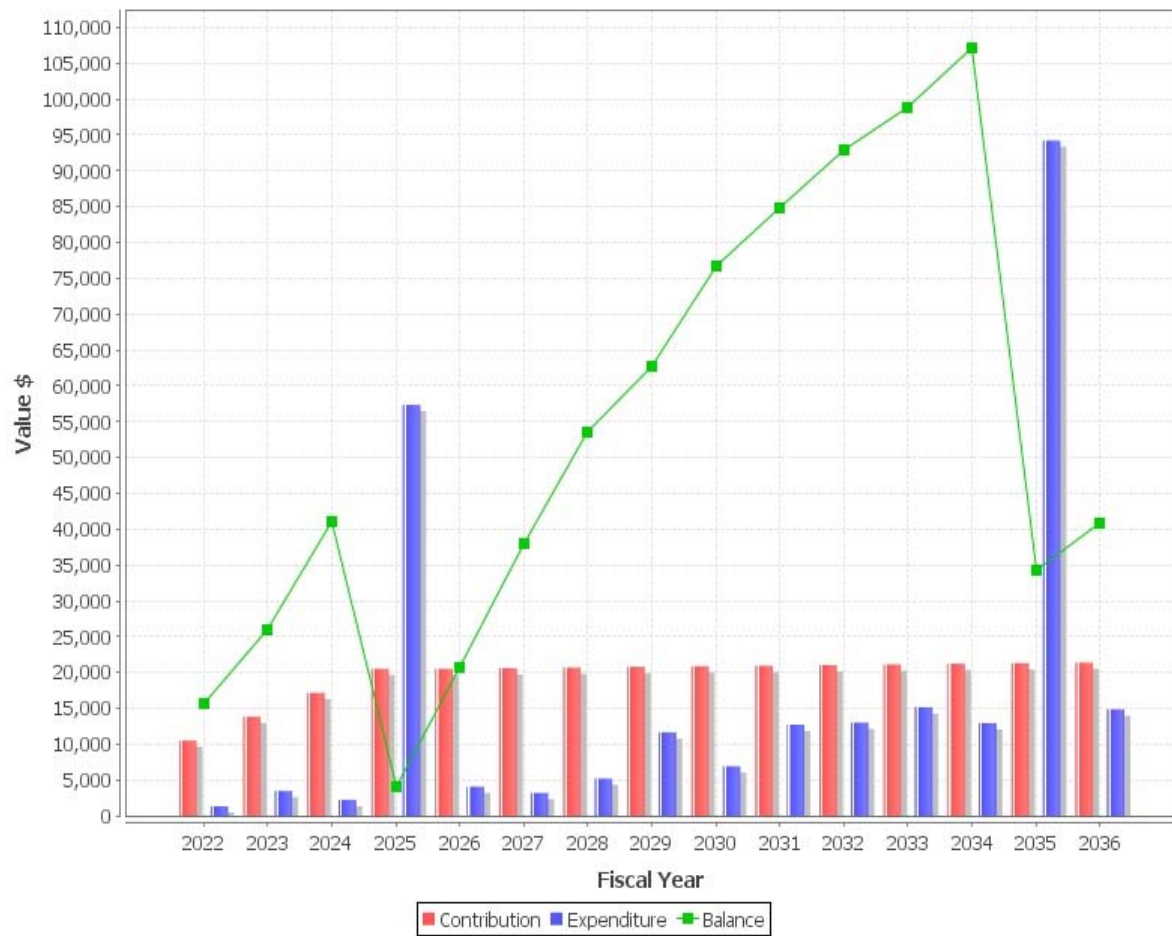
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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, as are any smaller items that would be considered routine replacement items.

MAINTENANCE PLAN FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/04/2022	\$6,511	\$10,507	\$10.51	\$1,335	\$15,683
2	01/04/2023	\$15,683	\$13,844	\$13.84	\$3,476	\$26,051
3	01/04/2024	\$26,051	\$17,181	\$17.18	\$2,236	\$40,996
4	01/04/2025	\$40,996	\$20,518	\$20.52	\$57,341	\$4,173
5	01/04/2026	\$4,173	\$20,525	\$20.52	\$4,066	\$20,632
6	01/04/2027	\$20,632	\$20,612	\$20.61	\$3,193	\$38,051
7	01/04/2028	\$38,051	\$20,699	\$20.70	\$5,210	\$53,540
8	01/04/2029	\$53,540	\$20,786	\$20.79	\$11,646	\$62,680
9	01/04/2030	\$62,680	\$20,873	\$20.87	\$6,930	\$76,623
10	01/04/2031	\$76,623	\$20,960	\$20.96	\$12,732	\$84,851
11	01/04/2032	\$84,851	\$21,047	\$21.05	\$13,017	\$92,881
12	01/04/2033	\$92,881	\$21,134	\$21.13	\$15,144	\$98,871
13	01/04/2034	\$98,871	\$21,221	\$21.22	\$12,950	\$107,141
14	01/04/2035	\$107,141	\$21,308	\$21.31	\$94,230	\$34,219
15	01/04/2036	\$34,219	\$21,395	\$21.39	\$14,844	\$40,771

MAINTENANCE PLAN FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,000
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$335
<u>Total Forecast Expenditure for year - April 2022 (Inc GST):</u>		<u>\$1,335</u>
Includes GST amount of :		\$121
April 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,050
DRIVEWAY		
- Replace entry gate motor in 2 years		\$2,426
<u>Total Forecast Expenditure for year - April 2023 (Inc GST):</u>		<u>\$3,476</u>
Includes GST amount of :		\$316
April 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,103
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 5% of total		\$764
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$369
<u>Total Forecast Expenditure for year - April 2024 (Inc GST):</u>		<u>\$2,236</u>
Includes GST amount of :		\$203

April 2025	Expense Inc GST
------------	--------------------

SUPERSTRUCTURE

- Repaint building	\$34,416
- Repaint balcony ceilings	\$4,279
- Repaint soffits	\$1,872
- Scaffold/access equip allowance	\$7,354
- Repaint door face	\$3,610
- Provision to replace external door/frame	\$936
- Capital Replacement - General	\$1,158

FENCING

- Repaint boundary walls/fencing	\$1,337
----------------------------------	---------

STAIRWELL

- Repaint walls	\$1,604
- Repaint ceiling	\$535
- Repaint door face	\$241

<u>Total Forecast Expenditure for year - April 2025 (Inc GST):</u>	<u>\$57,341</u>
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Includes GST amount of :	\$5,213
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April 2026	Expense Inc GST
------------	--------------------

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$140
- Capital Replacement - General	\$1,216

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$407
- Provision to replace door closer	\$197

ROOF

- Maintain metal roof fixings/flashings	\$2,106
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<u>Total Forecast Expenditure for year - April 2026 (Inc GST):</u>	<u>\$4,066</u>
--	----------------

Includes GST amount of :	\$370
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April 2027	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace external door/frame	\$1,032
--	---------

- Capital Replacement - General	\$1,277
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 5% of total	\$884
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<u>Total Forecast Expenditure for year - April 2027 (Inc GST):</u>	<u>\$3,193</u>
--	----------------

Includes GST amount of :	\$290
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April 2028	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$155
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- Capital Replacement - General	\$1,340
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EXTERNAL WORKS

- Maintain common pipework	\$1,672
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FURNITURE & FITTINGS

- Replace clothes lines in 7 years	\$1,053
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- Ongoing partial replacement of exterior lighting	\$449
--	-------

STAIRWELL

- Maintain tiles 20% of total	\$542
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<u>Total Forecast Expenditure for year - April 2028 (Inc GST):</u>	<u>\$5,210</u>
--	----------------

Includes GST amount of :	\$474
--------------------------	-------

April 2029	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Provision to replace external door/frame	\$1,138
- Capital Replacement - General	\$1,407

DRIVEWAY

- Maintain entry gate running gear	\$1,788
------------------------------------	---------

FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment	\$7,313
--	---------

Total Forecast Expenditure for year - April 2029 (Inc GST):	<u>\$11,646</u>
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Includes GST amount of :	\$1,059
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April 2030	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings	\$896
- Provision to replace balustrade fixings	\$171
- Capital Replacement - General	\$1,478

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 5% of total	\$1,024
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$495
--	-------

ROOF

- Provision to replace down pipes in 25 years (partial accrual)	\$2,867
---	---------

Total Forecast Expenditure for year - April 2030 (Inc GST):	<u>\$6,930</u>
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Includes GST amount of :	\$630
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April 2031	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace external door/frame	\$1,254
- Capital Replacement - General	\$1,552
DRIVEWAY	
- Replace entry gate motor in 2 years	\$3,584
FENCING	
- Provision to replace colorbond fencing in 30 years (partial accrual)	\$3,655
ROOF	
- Maintain metal roof fixings/flashings	\$2,688
<u>Total Forecast Expenditure for year - April 2031 (Inc GST):</u>	<u>\$12,732</u>
Includes GST amount of :	\$1,157
April 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings	\$188
- Capital Replacement - General	\$1,629
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$546
ROOF	
- Provision to replace guttering in 25 years (partial accrual)	\$9,996
STAIRWELL	
- Maintain tiles 20% of total	\$658
<u>Total Forecast Expenditure for year - April 2032 (Inc GST):</u>	<u>\$13,017</u>
Includes GST amount of :	\$1,183

April 2033	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace external door/frame	\$1,383
- Capital Replacement - General	\$1,711

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 5% of total	\$1,185
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$10,865
--	----------

Total Forecast Expenditure for year - April 2033 (Inc GST):	<u>\$15,144</u>
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Includes GST amount of :	\$1,377
--------------------------	---------

April 2034	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings	\$1,089
- Provision to replace balustrade fixings	\$207
- Capital Replacement - General	\$1,796

DRIVEWAY

- Maintain driveway 3% of total	\$5,772
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$602
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ROOF

- Provision to replace down pipes in 25 years (partial accrual)	\$3,485
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Total Forecast Expenditure for year - April 2034 (Inc GST):	<u>\$12,950</u>
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Includes GST amount of :	\$1,177
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April 2035	Expense Inc GST
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SUPERSTRUCTURE

- Repaint building	\$56,060
- Repaint balcony ceilings	\$6,969
- Repaint soffits	\$3,049
- Scaffold/access equip allowance	\$11,979
- Repaint door face	\$5,880
- Capital Replacement - General	\$1,886

EXTERNAL WORKS

- Maintain common pipework	\$2,352
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FENCING

- Repaint boundary walls/fencing	\$2,178
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STAIRWELL

- Repaint walls	\$2,614
- Repaint ceiling	\$871
- Repaint door face	\$392

<u>Total Forecast Expenditure for year - April 2035 (Inc GST):</u>	<u>\$94,230</u>
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Includes GST amount of :	\$8,566
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April 2036	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$229
- Capital Replacement - General	\$1,980

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 5% of total	\$1,372
---	---------

FENCING

- Provision to replace colorbond fencing in 30 years (partial accrual) \$4,665

FURNITURE & FITTINGS

- Provision to replace mail boxes in 20 years (partial accrual) \$1,384
- Ongoing partial replacement of exterior lighting \$663
- Provision to replace door closer \$320

ROOF

- Maintain metal roof fixings/flashings \$3,430

STAIRWELL

- Maintain tiles 20% of total \$800

Total Forecast Expenditure for year - April 2036 (Inc GST): \$14,844

Includes GST amount of : \$1,349

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint building	\$25,740	2025	10				34416										56060	
- Repaint balcony ceilings	\$3,200	2025	10				4279										6969	
- Replace window fixtures and fittings	\$525	2030	4									896				1089		
- Repaint soffits	\$1,400	2025	10				1872										3049	
- Scaffold/access equip allowance	\$5,500	2025	10				7354										11979	
- Repaint door face	\$2,700	2025	10				3610										5880	
- Provision to replace external door/frame	\$700	2025	2				936		1032		1138		1254		1383			
- Provision to replace balustrade fixings	\$100	2026	2					140		155		171		188		207		229
- Capital Replacement - General	\$866	2022	0	1000	1050	1103	1158	1216	1277	1340	1407	1478	1552	1629	1711	1796	1886	1980
DRIVEWAY																		
- Maintain entry gate running gear	\$1,100	2029	13								1788							
- Replace entry gate motor in 2 years	\$2,000	2023	8		2426								3584					
- Maintain driveway 3% of total	\$2,782	2034	5													5772		
EXTERNAL WORKS																		
- Maintain common pipework	\$1,080	2028	7							1672							2352	
- Ongoing partial maintenance of pathways 5% of total	\$600	2024	3			764			884			1024			1185			1372
FENCING																		
- Provision to replace colorbond fencing in 30 years (partial accrual)	\$2,040	2031	5										3655					4665

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Repaint boundary walls/fencing	\$1,000	2025	10				1337										2178	
FURNITURE & FITTINGS																		
- Replace clothes lines in 7 years	\$680	2028	12							1053								
- Provision to replace mail boxes in 20 years (partial accrual)	\$605	2036	5															1384
- Ongoing partial replacement of exterior lighting	\$290	2022	2	335		369		407		449		495		546		602		663
- Provision to upgrade intercom systems & associated equipment	\$4,500	2029	13								7313							
- Provision to replace door closer	\$140	2026	10					197										320
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$5,500	2033	17												10865			
ROOF																		
- Provision to replace guttering in 25 years (partial accrual)	\$5,313	2032	7											9996				
- Maintain metal roof fixings/flashings	\$1,500	2026	5					2106					2688					3430
- Provision to replace down pipes in 25 years (partial accrual)	\$1,680	2030	4									2867				3485		
STAIRWELL																		
- Repaint walls	\$1,200	2025	10				1604										2614	
- Repaint ceiling	\$400	2025	10				535										871	
- Maintain tiles 20% of total	\$350	2028	4							542				658				800
- Repaint door face	\$180	2025	10				241										392	
Total				1335	3476	2236	57341	4066	3193	5210	11646	6930	12732	13017	15144	12950	94230	14844
Includes GST amount of				121	316	203	5213	370	290	474	1059	630	1157	1183	1377	1177	8566	1349

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint building	\$25,740	2025	10	7985	16369	25172	34416	4457	9137	14051	19210	24628	30316	36289	42561	49146	56060	7260
- Repaint balcony ceilings	\$3,200	2025	10	993	2035	3130	4279	554	1136	1747	2388	3062	3769	4511	5291	6109	6969	902
- Replace window fixtures and fittings	\$525	2030	4	81	167	256	350	449	553	662	776	896	253	518	797	1089	307	629
- Repaint soffits	\$1,400	2025	10	434	890	1369	1872	242	497	764	1045	1339	1649	1974	2315	2673	3049	395
- Scaffold/access equip allowance	\$5,500	2025	10	1706	3498	5379	7354	952	1952	3002	4105	5263	6478	7754	9094	10502	11979	1551
- Repaint door face	\$2,700	2025	10	838	1717	2640	3610	467	958	1474	2015	2583	3180	3806	4464	5155	5880	761
- Provision to replace external door/frame	\$700	2025	2	217	445	685	936	503	1032	555	1138	612	1254	675	1383			
- Provision to replace balustrade fixings	\$100	2026	2	25	52	80	109	140	76	155	83	171	92	188	101	207	112	229
- Capital Replacement - General	\$866	2022	0	1000	1050	1103	1158	1216	1277	1340	1407	1478	1552	1629	1711	1796	1886	1980
DRIVEWAY																		
- Maintain entry gate running gear	\$1,100	2029	13	187	384	590	807	1035	1274	1525	1788	190	390	600	820	1052	1294	1550
- Replace entry gate motor in 2 years	\$2,000	2023	8	1183	2426	375	769	1183	1618	2074	2553	3056	3584	555	1137	1748	2390	3064
- Maintain driveway 3% of total	\$2,782	2034	5	326	668	1027	1405	1801	2216	2653	3112	3593	4099	4629	5187	5772	1333	2733
EXTERNAL WORKS																		
- Maintain common pipework	\$1,080	2028	7	205	421	647	885	1135	1397	1672	289	592	911	1245	1596	1965	2352	406
- Ongoing partial maintenance of pathways 5% of total	\$600	2024	3	242	497	764	280	575	884	325	666	1024	376	771	1185	435	892	1372

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FENCING																		
- Provision to replace colorbond fencing in 30 years (partial accrual)	\$2,040	2031	5	291	596	916	1252	1606	1977	2366	2775	3204	3655	844	1731	2661	3639	4665
- Repaint boundary walls/fencing	\$1,000	2025	10	310	636	978	1337	173	355	546	746	957	1178	1410	1654	1909	2178	282
FURNITURE & FITTINGS																		
- Replace clothes lines in 7 years	\$680	2028	12	129	265	408	557	715	880	1053	119	244	375	512	656	808	967	1134
- Provision to replace mail boxes in 20 years (partial accrual)	\$605	2036	5	64	131	202	276	354	436	522	612	707	807	911	1021	1136	1257	1384
- Ongoing partial replacement of exterior lighting	\$290	2022	2	335	180	369	199	407	219	449	241	495	266	546	294	602	323	663
- Provision to upgrade intercom systems & associated equipment	\$4,500	2029	13	766	1570	2414	3301	4232	5209	6235	7313	778	1596	2454	3355	4302	5295	6338
- Provision to replace door closer	\$140	2026	10	36	73	112	154	197	25	52	80	110	141	173	207	243	281	320
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$5,500	2033	17	683	1399	2152	2942	3772	4643	5558	6518	7527	8586	9698	10865	964	1976	3038
ROOF																		
- Provision to replace guttering in 25 years (partial accrual)	\$5,313	2032	7	704	1442	2218	3033	3888	4786	5729	6719	7758	8850	9996	1727	3541	5446	7446
- Maintain metal roof fixings/flashings	\$1,500	2026	5	381	781	1202	1643	2106	486	997	1534	2097	2688	621	1273	1957	2675	3430
- Provision to replace down pipes in 25 years (partial accrual)	\$1,680	2030	4	260	533	820	1121	1437	1769	2117	2483	2867	809	1658	2549	3485	983	2015
STAIRWELL																		
- Repaint walls	\$1,200	2025	10	372	763	1173	1604	208	426	655	896	1148	1414	1692	1985	2292	2614	338
- Repaint ceiling	\$400	2025	10	124	254	391	535	69	142	218	298	383	471	564	661	764	871	113

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Maintain tiles 20% of total	\$350	2028	4	67	136	210	287	368	453	542	153	313	481	658	186	380	585	800
- Repaint door face	\$180	2025	10	56	115	176	241	31	64	98	134	172	212	254	298	344	392	51
TOTAL ACCRUALS				18665	36017	54722	19370	30206	42684	53925	59550	70316	76699	84118	90960	100086	29755	40006

* 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 maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement 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 installation date, present condition and 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. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. 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.

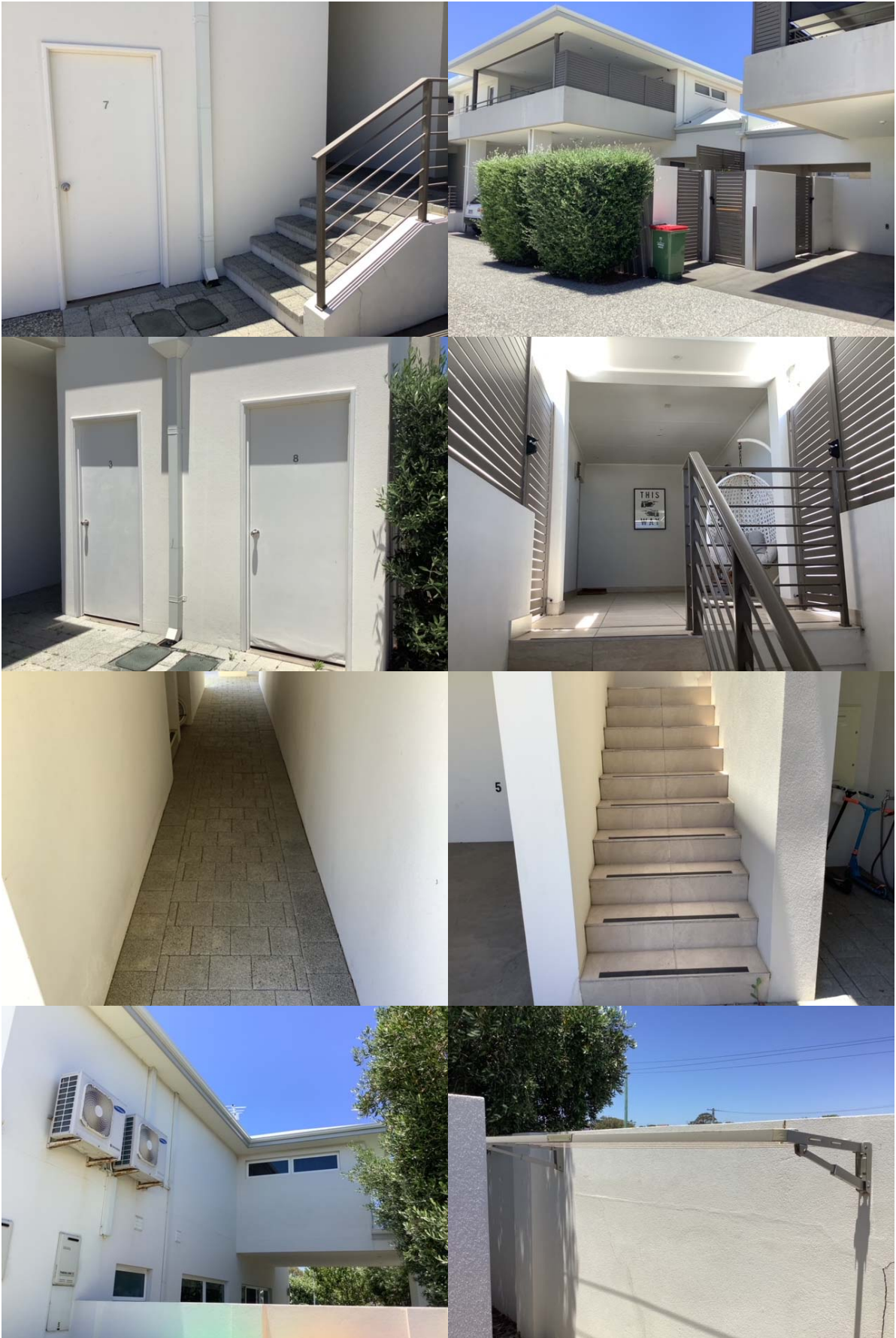
This Maintenance Plan plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. 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.

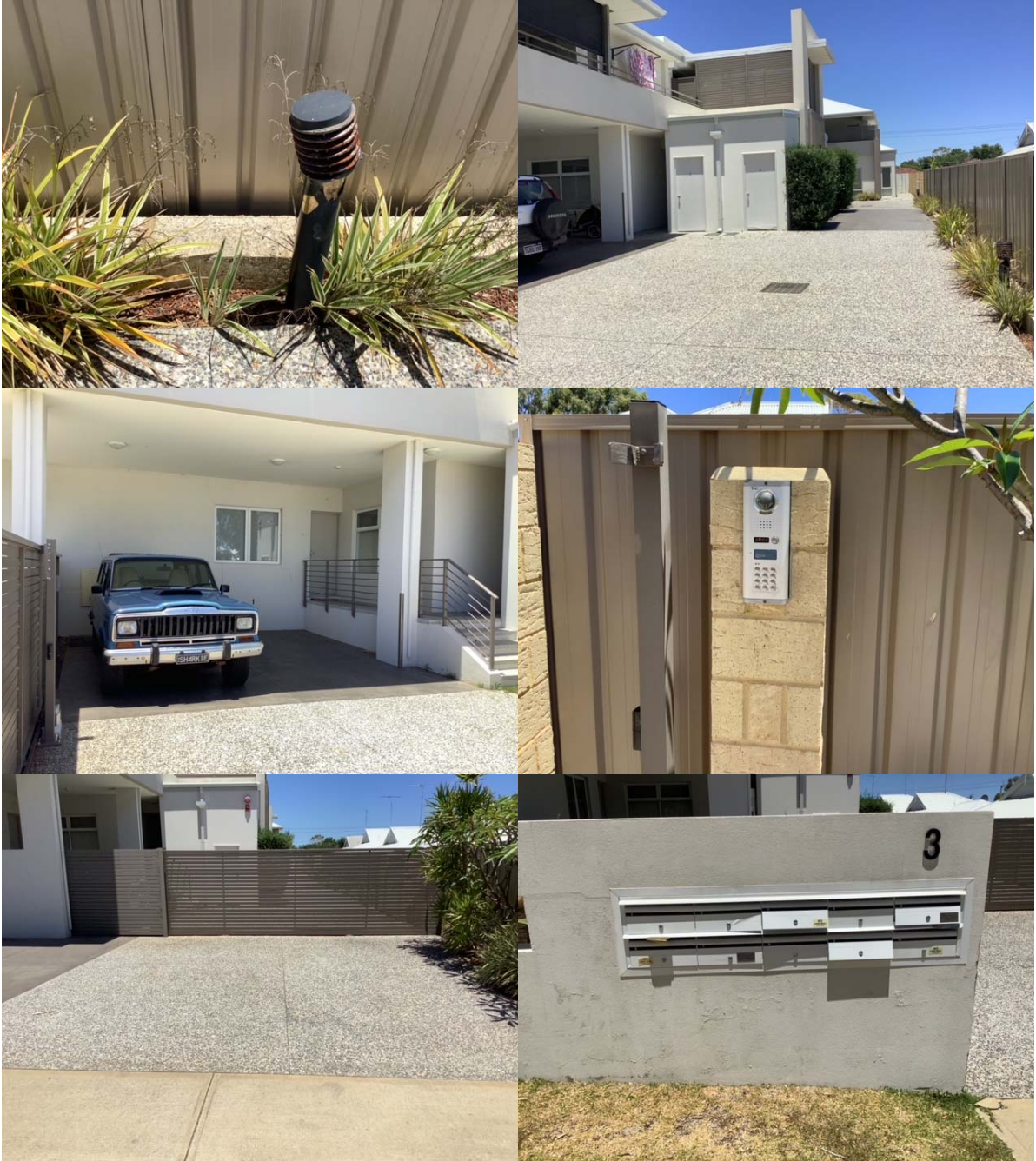
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as 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 Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





STRATA TITLES ACT 1985**SCHEDULES****SCHEDULE 1 & SCHEDULE 2 (s39)****Schedule 1 – Governance by-laws**

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

1. Duties of owner

- (1) The owner of a lot must –
 - (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must –
 - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[2. Deleted by No. 30 of 2018 s. 88.]

3. Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
 - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-by-law (8); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
 Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

[Clause 4 amended by No. 30 of 2018 s. 90.]

5. Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules –

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.

- (4) When no further nominations are forthcoming, the chairperson –
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must –
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by –
 - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and –
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person –
 - (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens –
 - (a) the person ceases to be a member of the council under by-law 4(9);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

[Clause 6 amended by No. 30 of 2018 s. 92.]

7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may –
 - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include –

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- (c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- (g) the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]

10. Powers and duties of treasurer of strata company

The powers and duties of the treasurer of a strata company include –

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[11-15. Deleted by No. 30 of 2018 s. 97.]

Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must –

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not –

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[5. Deleted by No. 30 of 2018 s. 103.]

6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company –

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

An owner of a lot must ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]

2022 General Conditions

JOINT FORM OF GENERAL CONDITIONS FOR THE SALE OF LAND

Table of contents

CLAUSE	PAGE	CLAUSE	PAGE
For defined terms see clause 26			
Table of Contents			
1 Deposit	4	6 Possession and Rent	8
1.1 Payment.....	4	6.1 Entitlement to possession.....	8
1.2 Deposit Holder - Stakeholder.....	4	6.2 Early possession.....	9
1.3 Deposit - Proposed Scheme Lot.....	4	6.3 Principal residence - limited occupation right.....	9
1.4 Deposit - Future Lot Contract.....	4	6.4 Damage to Property.....	9
1.5 Notice of non-payment.....	4	6.5 Keys and security devices.....	9
1.6 Termination for non-payment.....	4	6.6 Lease Provisions apply.....	9
1.7 Terms Contract and other right.....	4	6.7 Rent.....	9
1.8 Direction to Deposit Holder.....	4	6.8 Rent paid before Settlement.....	9
1.9 Investment of Deposit.....	4	6.9 Rent received after Settlement.....	9
1.10 Interest on Deposit.....	4	6.10 General provisions where property leased.....	9
1.11 Payment of Deposit on Settlement.....	4		
1.12 Deduction from Deposit.....	4	7 Outgoing	9
2 Encumbrance	4	7.1 Seller and Buyer obligation.....	9
2.1 Noted Encumbrance.....	4	7.2 Apportionment.....	9
2.2 Benefit of right over Land.....	4	7.3 Buyer not liable for Land Tax.....	9
2.3 Rate Encumbrance - Unpaid Rate Outgoing.....	4	7.4 Settlement Date 30 June.....	9
2.4 Land sold subject to easement or restrictive covenant.....	5	7.5 Land Tax - Subdivided Land.....	10
2.5 Land sold subject to Title Restriction.....	5	7.6 Land Tax general.....	10
2.6 Land sold subject to Remediated Site Memorial.....	5	7.7 Future Rate Outgoing.....	10
2.7 Buyer right to terminate.....	5		
2.8 Security Interest.....	5	8 Risk	10
3 Settlement	6	8.1 Passing of risk.....	10
3.1 Preparation of Transfer.....	6	8.2 Damage or destruction.....	10
3.2 Delivery to Seller.....	6	8.3 Notice of damage or destruction.....	10
3.3 Duty.....	6	8.4 Right of Buyer to terminate.....	10
3.4 Place for Settlement.....	6	8.5 Right of Seller to terminate.....	10
3.5 Completion of Settlement.....	6	8.6 Termination.....	10
3.6 Balance of purchase price.....	6	8.7 Right of Buyer to proceed.....	10
3.7 Foreign Resident Withholding.....	6	8.8 Reduction of Purchase Price.....	10
3.8 More than 3 Bank Cheques.....	6	8.9 Variation of Settlement Date.....	11
3.9 Settlement Cheque dishonoured.....	6		
3.10 Seller obligation on Settlement.....	7	9 Seller Representation and Warranty	11
3.11 No duplicate Certificate of Title.....	7	9.1 As at Contract Date and Possession Date.....	11
3.12 Electronic conveyancing.....	7	9.2 Contract Date.....	11
		9.3 Breach or non-satisfaction of warranty.....	11
4 Delay in Settlement	7		
4.1 Buyer delay.....	7	10 Strata or Community title	11
4.2 Seller delay.....	7	10.1 When this clause applies.....	11
4.3 Interest or compensation.....	8	10.2 Representation and Warranty.....	11
4.4 Seller ready, willing and able.....	8	10.3 Indemnity by Seller and right of Buyer.....	12
4.5 Buyer ready, willing and able.....	8	10.4 Voting.....	12
4.6 Dispute - interest or compensation.....	8	10.5 Scheme Corporation application.....	12
4.7 Restriction on right in case of court proceeding.....	8	10.6 Apportionment of Reserve Fund Contribution.....	12
4.8 Right not affected.....	8	10.7 Property included.....	12
		10.8 Interests notified.....	12
5 Inspection	8		
5.1 Right to inspect.....	8	11 Electricity/Underground Power	12
5.2 Time for inspection.....	8	11.1 Land not connected to electricity supply.....	12
		11.2 Electricity Scheme Agreement.....	12
		11.3 Cost of Electricity Scheme Agreement documentation.....	12
		11.4 Underground power.....	12
		11.5 Underground power rate payable by Buyer.....	12
		11.6 Underground power rate payable by Seller.....	12

CLAUSE	PAGE	CLAUSE	PAGE
12 Sewer/Septic Tank	13	20 Registration of Transfer	16
12.1 Property connected	13	20.1 Registration.....	16
12.2 Land not connected.....	13	20.2 Seller to cooperate.....	16
12.3 Decommissioning of Septic Tank.....	13	20.3 Landgate requisition	16
13 Subdivision	13	21 Notice	16
13.1 When this clause applies.....	13	21.1 Requirements for Notice	16
13.2 Contract conditional	13	21.2 Service generally	16
13.3 Further condition for subdivision.....	13	21.3 Service - Representative	16
13.4 Application and Subdivision Plan	13	21.4 Service by facsimile or email.....	16
13.5 Unacceptable condition or requirement imposed by Planning Commission.....	13	21.5 Service when Notice posted	17
13.6 Proposed Strata Lot or Proposed Community Lot.....	13	21.6 Change of address	17
13.7 Strata Lot - obligation to construct development.....	13	22 Time of Essence	17
13.8 Issue of title - Settlement Date.....	14	23 Default Notice	17
13.9 Future Lot Contract	14	23.1 Requirement for Default Notice	17
13.10 Consequences of termination of Contract.....	14	23.2 No limit on right to issue further Notice	17
14 Terms contract	14	23.3 No Default Notice required for repudiation.....	17
14.1 When this clause applies	14	24 Default	17
14.2 Right to pay Purchase Price	14	24.1 Buyer Default	17
14.3 Right to pay instalment of Purchase Price	14	24.2 Seller right on default or repudiation	17
14.4 Obligation to pay balance of Purchase Price.....	14	24.3 Further Seller right on termination	17
14.5 Right to pay mortgagee.....	14	24.4 Deposit exceeds 10% of Purchase Price	17
14.6 Insurance.....	14	24.5 Resale.....	17
14.7 Insurance - Scheme Lot.....	15	24.6 Resale within 12 months	17
14.8 Application of insurance proceeds.....	15	24.7 Terms Contract.....	17
14.9 General obligation - Property and Land	15	24.8 Interest to Seller.....	17
14.10 Default - Seller may remedy	15	24.9 Instalment.....	17
14.11 Delivery of Transfer and title.....	15	24.10 Sale within 12 months	17
15 Error or Misdescription	15	24.11 Payment after 12 months.....	17
15.1 Meaning of error or misdescription	15	24.12 Finalisation of proceedings	17
15.2 No termination or delay in Settlement	15	24.13 Payment after finalisation	17
15.3 Claim for compensation by Buyer.....	15	24.14 Seller default.....	18
15.4 Claim for compensation lost.....	15	24.15 Buyer right on default or repudiation	18
15.5 Determination of claim and compensation.....	15	24.16 Further Buyer right on termination	18
16 No requisition on title for freehold land	16	24.17 Legal cost on termination	18
17 Cost and duty	16	24.18 Rule in Bain v Fothergill excluded.....	18
17.1 Legal and other cost.....	16	25 General	18
17.2 Duty.....	16	25.1 Arbitration.....	18
17.3 Registration fee.....	16	25.2 Contract takes priority.....	18
17.4 Default cost.....	16	25.3 No merger.....	18
18 GST	16	26 Definitions and interpretation	18
18.1 Purchase Price does not include GST.....	16	26.1 Definitions.....	18
18.2 Margin Scheme.....	16	26.2 Definitions - Strata and Community Titles Schemes.....	20
18.3 GST to be paid on Purchase Price	16	26.3 Strata Titles Act.....	20
18.4 GST on damages.....	16	26.4 Community Titles Act.....	20
19 Depreciation and Capital Works Deduction	16	26.5 GST Act.....	20
19.1 Price of Depreciating Asset in Contract.....	16	26.6 PPSA	20
19.2 Price of Depreciating Asset not specified in Contract.....	16	26.7 Citation - 2022 General Conditions	20
19.3 Capital Works Deduction.....	16	26.8 Interpretation.....	21

1 Deposit

1.1 Payment

Subject to clause 1.3, the Buyer must pay the Deposit to:

- (a) the Seller Agent; or
- (b) the Seller Representative; or
- (c) if the Seller has not appointed a Seller Agent or a Seller Representative, the Seller.

1.2 Deposit Holder - Stakeholder

- (a) Subject to this clause 1.2, if the Deposit is paid to a Deposit Holder, the Deposit Holder must hold the Deposit as stakeholder.
- (b) If a Party contends that:
 - (1) the Contract has been terminated; and
 - (2) that Party is entitled to payment of the Deposit, the following provisions of this clause 1.2 apply.
- (c) The Deposit Claimant must:
 - (1) serve on the Deposit Holder and the Deposit Respondent the Deposit Holder Notice; and
 - (2) provide proof to the Deposit Holder of the service of the Deposit Holder Notice on the Deposit Respondent.
- (d) Unless the Deposit Respondent serves a Notice on the Deposit Holder in accordance with subclause (e), the Deposit Holder must after:
 - (1) the expiry of 8 Business Days after the last to occur of service of the Deposit Holder Notice on the Deposit Respondent and the Deposit Holder; and
 - (2) the Deposit Holder has received proof as required by subclause (c) that the Deposit Holder Notice has been served on the Deposit Respondent,pay the Deposit to the Deposit Claimant.
- (e) The Deposit Respondent may, within 5 Business Days after service on the Deposit Respondent of the Deposit Holder Notice, serve a Notice on the Deposit Holder and the Deposit Claimant:
 - (1) stating that the Deposit Respondent disputes that the Deposit Claimant is entitled to receive the Deposit; and
 - (2) specifying the reasons why the Deposit Respondent contends that the Deposit Claimant is not entitled to receive the Deposit.
- (f) If the Deposit Respondent serves a Notice on the Deposit Holder and the Deposit Claimant under subclause (e), the Deposit Holder may:
 - (1) obtain legal advice as to the action to be taken by the Deposit Holder;
 - (2) institute interpleader proceedings in a court; and
 - (3) deduct from the Deposit the legal cost and expense incurred by the Deposit Holder in connection with obtaining that legal advice and those interpleader proceedings.
- (g) Each Party:
 - (1) directs the Deposit Holder to comply; and
 - (2) releases the Deposit Holder from liability for complying, with this clause 1.2.
- (h) Payment by the Deposit Holder of the Deposit in accordance with:
 - (1) subclause (d); or
 - (2) interpleader proceedings referred to in subclause (f)(2)discharges the Deposit Holder from any further liability in respect to the Deposit.
- (i) The failure by a Party to serve a Deposit Holder Notice or a Notice under subclause (e):
 - (1) does not affect; and
 - (2) is not treated as a waiver of,any right as between the Parties.
- (j) In this clause 1.2, a reference to the Deposit includes:
 - (1) any money in addition to the Deposit, paid to the Deposit Holder by the Buyer in accordance with the Contract; and
 - (2) interest earned on the Deposit or on any other money specified in subclause (j)(1) invested by the Deposit Holder with a Deposit Financial Institution.

1.3 Deposit - Proposed Scheme Lot

- (a) Subject to clause 1.4, if the Contract relates to the sale of:
 - (1) a Proposed Strata Lot; or
 - (2) a Proposed Community Lot,the Deposit must be:
 - (3) unless otherwise agreed by the Parties, paid by cheque or by direct transfer into a bank account as notified by the Buyer; and
 - (4) paid to and held by a Legal Practitioner, Real Estate Agent or Settlement Agent in accordance with the Strata Titles Act or the Community Titles Act (as applicable) until registration of the Scheme Plan.
- (b) Subject to clause 1.4, on the registration of the Scheme Plan in respect to the Proposed Strata Lot or Proposed Community Lot (as applicable), the Deposit is treated as being held in accordance with clause 1.2.

1.4 Deposit - Future Lot Contract

If the Contract is a Future Lot Contract:

- (a) clause 1.1(c) does not apply;
- (b) clauses 1.2 and 1.3 do not apply until the condition in clause 13.9(a)(1) has been satisfied;

- (c) the Deposit or other amount payable by the Buyer under the Contract must be:
 - (1) paid by the Seller to a Deposit Holder specified in the Contract within 2 Business Days after receipt of the payment from the Buyer; and
 - (2) held by the Deposit Holder on trust for the person entitled to receive it under the Contract or the Sale of Land Act; and
- (d) the Deposit Holder must comply with the Sale of Land Act.

1.5 Notice of non-payment

If the Buyer:

- (a) does not pay the Deposit in full as required by the Contract; or
- (b) pays the Deposit by cheque and that cheque is dishonoured on presentation,

the Seller may give the Buyer a Notice requiring the Deposit to be paid or the cheque to be honoured within 48 hours of service of the Notice.

1.6 Termination for non-payment

- (a) If a Notice under clause 1.5 is not complied with:

- (1) the Buyer is in default; and
 - (2) the Seller may terminate the Contract by giving notice of termination to the Buyer.

- (b) Clause 23.1 does not apply if clause 1.5 and this clause 1.6 apply.

1.7 Terms Contract and other right

Clauses 1.5 and 1.6 do not:

- (a) apply if the Contract is a Terms Contract; or
- (b) limit any other right of the Seller.

1.8 Direction to Deposit Holder

Subject to clause 1.11, and unless each Party otherwise agrees in writing, a Party is not entitled to direct the Deposit Holder to pay the Deposit to any person before the Possession Date.

1.9 Investment of Deposit

If requested by the Buyer and permitted by law, the Deposit Holder may pay the Deposit into an interest bearing trust account with a Deposit Financial Institution in the name of the Deposit Holder.

1.10 Interest on Deposit

- (a) Subject to clause 24.8, if the Deposit is invested by the Deposit Holder in an interest bearing account with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest, less:
 - (1) any fees or charges payable to the Financial Institution in respect to the lodgment and withdrawal of the Deposit; and
 - (2) any other amount required to be deducted by the Financial Institution under the Income Tax Act.
- (b) If the Buyer is entitled to interest on the Deposit, the Buyer is not entitled to be paid any interest until Settlement unless otherwise specified in the Contract.

1.11 Payment of Deposit on Settlement

Subject to clause 24, the Strata Titles Act, the Community Titles Act and the Sale of Land Act, each Party authorises the Deposit Holder to pay the Deposit to:

- (a) the Seller at Settlement; or
- (b) the Seller Representative before Settlement, but only for the purpose of enabling Settlement to occur.

1.12 Deduction from Deposit

The Seller irrevocably authorises the Deposit Holder to deduct from the Deposit before it is paid to the Seller or the Seller Representative:

- (a) the selling fee payable to the Seller Agent; and
- (b) all proper expenses payable by the Seller to the Seller Agent in connection with the sale of the Property.

2 Encumbrance

2.1 Noted Encumbrance

The Seller sells the Property free of any Encumbrance except for:

- (a) a Specified Encumbrance; and
- (b) if the Land is a Scheme Lot, the interests and notifications specified in clause 10.8.

2.2 Benefit of right over Land

If the Land is entitled to the benefit of a right over other land:

- (a) that benefit is not an Encumbrance; and
- (b) the Land is sold and transferred with that benefit.

2.3 Rate Encumbrance - Unpaid Rate Outgoing

- (a) Subject to subclause (b), if at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing:
 - (1) if the Rate Encumbrance is registered on the Certificate of Title for the Land, the Seller must provide to the Buyer at Settlement any discharge, withdrawal or other document required to remove the Rate Encumbrance from the Certificate of Title for the Land;
 - (2) the Seller must arrange for the Unpaid Rate Outgoing to be paid at Settlement; and
 - (3) the Unpaid Rate Outgoing must be apportioned in accordance with clause 7.

- (b) If at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing but the Rate Encumbrance is not registered on the Certificate of Title for the Land, then the Seller is not required to arrange for the Unpaid Rate Outgoing to be paid at Settlement if:
- (1) the Seller Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Buyer Representative to:
 - (A) deduct from the settlement proceeds due to the Seller or otherwise hold in trust an amount equal to the amount required to pay that Unpaid Rate Outgoing; and
 - (B) pay that amount to the relevant Authority immediately following Settlement; or
 - (2) the Buyer Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Seller Representative to:
 - (A) hold money in trust from the Buyer at Settlement equal to the amount which is required to pay that Unpaid Rate Outgoing; and
 - (B) pay to the relevant Authority immediately following Settlement, that Unpaid Rate Outgoing.
- (c) If subclause (b)(1) applies, the Seller is treated as having given an irrevocable authority and direction to the Seller Representative:
- (1) if applicable, to withhold the amount specified in subclause (b)(1) at Settlement; and
 - (2) to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.
- (d) If subclause (b)(2) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.

2.4 Land sold subject to easement or restrictive covenant

If on the Contract Date:

- (a) the Land is subject to an easement or a restrictive covenant which is not a Specified Encumbrance;
- (b) the Land is not vacant land; and
- (c) the Land:
 - (1) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
 - (2) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
- (d) the easement or restrictive covenant does not unreasonably affect the use specified in subclause (c)(1) or (c)(2),

the Land is treated as being sold subject to the easement or restrictive covenant and the Buyer has no right to terminate the Contract or to defer or delay Settlement as a result of the easement or restrictive covenant.

2.5 Land sold subject to Title Restriction

- (a) If:
 - (1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;
 - (2) the Land is vacant land; and
 - (3) the Buyer:
 - (A) was aware; or
 - (B) should reasonably have been aware,
 of the Title Restriction or the effect of the Title Restriction, before the Contract Date; and
 - (4) the Title Restriction does not:
 - (A) unreasonably affect the proposed use of the Property by the Buyer; or
 - (B) materially affect the value of the Property,
 the Buyer is treated as having agreed to buy the Property subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.
- (b) If:
 - (1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;
 - (2) the Land is not vacant land; and
 - (3) the Land:
 - (A) includes a residence or other principal building which was used for a purpose before the Contract Date, which use the Buyer would reasonably be expected to continue after Settlement; or
 - (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
 - (4) the Buyer:
 - (A) was aware; or
 - (B) reasonably should have been aware,
 of the Title Restriction or the effect of the Title Restriction before the Contract Date; and
 - (5) the Title Restriction does not unreasonably affect the use specified in subclause (b)(3),

the Land is treated as having been sold subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.

2.6 Land sold subject to Remediated Site Memorial

- (a) If:
 - (1) the Land is a Remediated Site;
 - (2) a Remediated Site Memorial has been lodged against the Certificate of Title for the Land; and
 - (3) the Remediated Site Memorial is not a Specified Encumbrance,
 subclauses (b) and (c) apply.
- (b) If:
 - (1) the Land is vacant land; and
 - (2) the Restricted Use related to the Remediated Site Memorial does not:
 - (A) unreasonably affect the proposed use of the Property by the Buyer; or
 - (B) materially affect the value of the Property,
 the Buyer is treated as having agreed to buy the Property subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.
- (c) If:
 - (1) the Land is not vacant land; and
 - (2) the Land:
 - (A) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
 - (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
 - (3) the Restricted Use related to the Remediated Site Memorial does not unreasonably affect the use specified in subclause (c)(2),
 the Land is treated as having been sold subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

2.7 Buyer right to terminate

- (a) If:
 - (1) the Land is subject to an easement, a restrictive covenant, a Remediated Site Memorial or a Title Restriction which is not a Specified Encumbrance; and
 - (2) the Land is not treated as being sold subject to the easement, restrictive covenant, Remediated Site Memorial or Title Restriction in accordance with clauses 2.4 to 2.6,
 the Buyer is entitled at any time up to 3 Business Days before the Settlement Date to terminate the Contract by giving Notice to the Seller.
- (b) If the Buyer fails to exercise the right to terminate within 3 Business Days before the Settlement Date in accordance with subclause (a), the Buyer loses the right to terminate under the Contract and at general law.
- (c) If the Buyer terminates the Contract in accordance with subclause (a):
 - (1) the Deposit and any other money paid by the Buyer under the Contract must be promptly repaid to the Buyer;
 - (2) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (3) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (4) subject to subclauses (c)(1) to (c)(3), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

2.8 Security Interest

- (a) If requested by the Buyer in writing, the Seller must give to the Buyer a reasonable time before Settlement, all information including accurate copies of source documents contemplated by Schedule 1 Part 1 of the PPS Regs sufficient for the Buyer to determine whether the Property Chattels are subject to a security interest to which the PPSA applies.
- (b) The Buyer must keep any information and supporting documents provided by the Seller in accordance with clause 2.8(a) secure and confidential (to the extent the information is not publicly available) and only use that information to search the PPSR.
- (c) If any of the Property Chattels are:
 - (1) subject to a security interest to which the PPSA applies; and
 - (2) not property free of the security interest pursuant to Chapter 2 Part 2.5 of the PPSA,
 the Seller must:
 - (3) remove the security interest from the PPSR on or before the Settlement Date; or
 - (4) provide the Buyer a release of the security interest in a form acceptable to the Buyer (acting reasonably) on or before the Settlement Date; or
 - (5) otherwise deal with the security interest by written agreement with the Buyer.

3 Settlement

3.1 Preparation of Transfer

The Buyer must arrange for the Transfer to be prepared.

3.2 Delivery to Seller

The Buyer must:

- (a) sign the Transfer; and
- (b) deliver the Transfer to the Seller or the Seller Representative a reasonable time before the Settlement Date.

3.3 Duty

- (a) The Buyer must arrange for:
 - (1) Duty to be paid on the Contract; and
 - (2) the Transfer to be Duty Endorsed at Settlement or, if the Duty has been assessed through Revenue Online, a Certificate of Duty to be given at Settlement.
- (b) Following the delivery of the Transfer to the Seller or the Seller Representative in accordance with clause 3.2(b), the Seller must within a reasonable time sign the Transfer pending Settlement.
- (c) The Buyer must, on request by the Seller in writing, made not later than 20 Business Days after Settlement, provide to the Seller:
 - (1) an original of the Contract Duty Endorsed; or
 - (2) a photocopy of the Contract showing an endorsement as specified in subclause (c)(1),to enable the Seller to arrange for a duplicate of the Contract held by the Seller to be Duty Endorsed.
- (d) If the Buyer:
 - (1) provides to the Seller an original copy of the Contract Duty Endorsed; and
 - (2) requests the return of the Contract specified in subclause (d)(1),the Seller must, immediately after a duplicate of the Contract held by the Seller has been Duty Endorsed, return the copy of the Contract to the Buyer.
- (e) Subject to subclauses (g) to (i), the Buyer may make a request in writing to the Seller that:
 - (1) the Seller sign the Transfer; and
 - (2) the Seller Representative return the Transfer to the Buyer Representative,without payment by the Buyer of Duty on the Contract, and without the Transfer being Duty Endorsed, to be held by the Buyer Representative solely for:
 - (3) payment by the Buyer of Duty on the Contract before Settlement; and
 - (4) the Transfer being Duty Endorsed before and for the purpose of Settlement.
- (f) If Duty has been assessed and will be paid through Revenue Online:
 - (1) the Buyer may make a request in writing to the Seller that the Seller sign the Transfer; and
 - (2) if that request is made, the Seller must provide a copy of the Transfer signed by the Seller to the Buyer before the Settlement Date.
- (g) If the Seller provides the Transfer to the Buyer Representative in accordance with subclause (e) or (f):
 - (1) the Seller must provide the Transfer signed by the Seller to the Buyer Representative; and
 - (2) the Buyer is treated as having given unconditional undertakings to the Seller that the Buyer Representative must:
 - (A) hold the Transfer solely for the purpose of payment of Duty on the Contract, and for the Transfer to be Duty Endorsed for the purposes of Settlement; and
 - (B) promptly following a direction in writing by the Seller or the Seller Representative, deliver the Transfer to the Seller or the Seller Representative whether or not the Transfer has been Duty Endorsed.
- (h) If the Seller or the Seller Representative has provided the Transfer to the Buyer Representative in accordance with subclauses (e) and (g), the provision of the Transfer to the Buyer Representative is without prejudice to any right of the Seller arising from:
 - (1) any claim the Seller has or may have against the Buyer under clause 4 arising from a delay in Settlement; or
 - (2) without affecting subclause (h)(1), any default by the Buyer under the Contract.
- (i) If the Buyer Representative:
 - (1) is registered for Revenue Online; and
 - (2) has elected to have Duty on the Contract assessed and paid through Revenue Online,then:
 - (3) the Buyer must advise the Seller or the Seller Representative that the Buyer Representative has elected to have Duty on the Contract assessed and paid through Revenue Online;
 - (4) the Buyer must, within 5 Business Days after the Transaction Summary is generated, provide a copy of the Transaction Summary to the Seller or the Seller Representative; and
 - (5) on Settlement the Buyer must provide to the Seller or the Seller Representative a copy of the Certificate of Duty.

3.4 Place for Settlement

- (a) If the Contract specifies the time and place for Settlement, Settlement must take place at the time and place specified.
- (b) If the Contract does not specify the time for Settlement, the Buyer must specify the time for Settlement which must be during normal business hours on a Business Day.
- (c) If the Contract does not specify the place for Settlement, the Buyer must specify the place for Settlement which must be in the Perth CBD.

3.5 Completion of Settlement

Each Party must complete Settlement on:

- (a) the date for Settlement specified in the Contract; or
- (b) if no date for Settlement is specified in the Contract, the later of:
 - (1) the Business Day which is 25 Business Days after the Contract Date; and
 - (2) if the Contract is subject to a condition which, if not satisfied, will result in:
 - (A) termination of the Contract; or
 - (B) a Party being entitled to terminate the Contract,the Business Day which is 15 Business Days after the date on which the last condition is satisfied.

3.6 Balance of purchase price

- (a) The Buyer must on Settlement pay:
 - (1) to the Seller; or
 - (2) to any other person as the Seller or the Seller Representative has directed in writing not later than 2 Business Days before the Settlement Date,by 1 or more bank cheques:
 - (3) the balance of the Purchase Price; and
 - (4) any other money payable by the Buyer to the Seller at Settlement, less any deductions allowed under the Contract.
- (b) If there is a registered mortgage on the Land, the Seller must pay, or must request the Buyer to pay from the balance of the Purchase Price, the Landgate fee to register a discharge of the mortgage at Settlement.

3.7 Foreign Resident Withholding

- (a) This clause 3.7 applies (despite any other provision of the Contract) if:
 - (1) the market value of the Land is the Threshold Amount or more and the Seller does not provide a Clearance Certificate to the Buyer at least 2 Business Days before Settlement; or
 - (2) for any other reason the Buyer is obliged to pay a Withholding Amount to the Commissioner.
- (b) If this clause 3.7 applies:
 - (1) the Buyer must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement; or
 - (2) if the Buyer provides to the Seller at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Seller,the Buyer is not required to pay that part of the Purchase Price to the Seller.
- (c) If subclause (b)(2)(B) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.
- (d) Any Variation Notice not provided to the Buyer at least 2 Business Days before Settlement is to be disregarded for the purposes of determining the Withholding Amount.
- (e) If clause 3.12 applies, payment of the Withholding Amount under this clause 3.7 will be made as part of an 'Electronic Settlement'.

3.8 More than 3 Bank Cheques

If the Seller requires the Buyer to provide more than 3 Bank Cheques at Settlement, the Seller must pay to the Buyer at Settlement the additional bank fees incurred by the Buyer in order to obtain more than 3 Bank Cheques.

3.9 Settlement Cheque dishonoured

If a cheque provided by the Buyer at Settlement is dishonoured on presentation, the Buyer:

- (a) is in default; and
- (b) remains liable to pay to the Seller the amount of the cheque, together with interest on that amount at the Prescribed Rate:
 - (1) from and including the Settlement Date;
 - (2) to but excluding the date on which the Buyer pays that amount with interest to the Seller.

3.10 Seller obligation on Settlement

- (a) The Seller must at Settlement give the Buyer:
 - (1) subject to clause 3.11, the Duplicate Certificate of Title for the Land;
 - (2) the Transfer signed by the Seller;
 - (3) each other document, including:
 - (A) any transfer executed by a third party;
 - (B) every application, declaration and other document, necessary to enable the Buyer to become the registered proprietor of the Land free of any Encumbrance, other than:
 - (i) an Encumbrance specified in clauses 2.1(a) and 2.1(b); and
 - (ii) if applicable, an Encumbrance subject to which the Land is transferred in accordance with clause 2;
 - (4) all other documentation required to be delivered on Settlement including:
 - (A) any discharge or withdrawal of an Encumbrance which is required to be withdrawn or discharged on Settlement; and
 - (B) subject to subclause (b), the documentation specified in clauses 6.10 and 11.2;
- (b) If:
 - (1) possession of the Property has been given to the Buyer before Settlement; and
 - (2) the Seller has delivered the documentation specified in clause 6.10 to the Buyer on or after possession and before Settlement, the Seller has no obligation to deliver the documentation specified in clause 6.10 to the Buyer at Settlement.
- (c) If the Seller is required to deliver to the Buyer on Settlement a document as specified in subclause (3)(A), (3)(B) or (4)(B), the Seller must deliver to the Buyer a true copy of that document not later than 3 Business Days before the Settlement Date.
- (d) If the Seller is unable to transfer the Land to the Buyer free of Encumbrances, other than an Encumbrance specified in clause 2:
 - (1) the Seller is treated as being in default; and
 - (2) subject to clauses 23 and 24, the Buyer is entitled to exercise every right of the Buyer arising from that default.

3.11 No duplicate Certificate of Title

If a Duplicate Certificate of Title for the Land has not issued in accordance with Section 48B(1)(a) of the Transfer of Land Act, the Seller is not obliged to give the Duplicate Certificate of Title for the Land to the Buyer on Settlement under clause 3.10.

3.12 Electronic conveyancing

- (a) This clause 3.12 applies if:
 - (1) Landgate requires that the Contract is completed by an Electronic Settlement;
 - (2) the Contract specifies that there will be an Electronic Settlement; or
 - (3) the Parties agree to an Electronic Settlement.
- (b) Acceptance of an invitation to a Workspace by a Party is taken to be agreement for the purposes of subclause (a)(3).
- (c) If this clause 3.12 applies:
 - (1) it has priority over any other provision of the Contract to the extent of any inconsistency; and
 - (2) without limiting subclause (c)(1), any provision of the Contract requiring the physical preparation, signing, delivery or payment of anything that is dealt with digitally or electronically within or using the Workspace is amended accordingly.
- (d) Each Party must:
 - (1) be, or engage a Representative who is, a Subscriber;
 - (2) ensure that each other person for whom that Party is responsible and who is associated with the transaction is, or engages, a Subscriber;
 - (3) authorise their Representative to act on their behalf in the manner required by the ECNL; and
 - (4) conduct the transaction in accordance with the ECNL.
- (e) Unless Landgate requires that Settlement must be completed by an Electronic Settlement, and subject to subclause (g), a Party may elect not to proceed with an Electronic Settlement by giving written Notice to the other Party.
- (f) If a Withdrawal Notice is given, this clause 3.12 ceases to apply and Settlement is to be effected in accordance with the Contract otherwise than as an Electronic Settlement.
- (g) A Withdrawal Notice may not be given later than 5 Business Days before the Settlement Date unless Settlement cannot proceed as an Electronic Settlement. If a Withdrawal Notice is given less than 5 Business Days before the Settlement Date:
 - (1) the Withdrawal Notice must specify why Settlement cannot proceed as an Electronic Settlement; and
 - (2) at the written request of either Party, the Settlement Date may be extended to a date being not more than 5 Business Days after the date the Withdrawal Notice is given.
- (h) The Buyer or the Buyer Representative must:
 - (1) create a Workspace as soon as reasonably practicable;
 - (2) invite the Seller or the Seller Representative and any Financial Institution involved in the transaction to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.

- (i) If the Buyer or the Buyer Representative fails to comply with subclause (h) within 10 Business Days before the Settlement Date, the Seller or the Seller Representative may:
 - (1) create a Workspace;
 - (2) invite the Buyer or the Buyer Representative and the relevant Financial Institutions to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.
- (j) The Parties consent to written communications for the purposes of preparing for and facilitating Electronic Settlement being given and received electronically within the Workspace but not to any Notice being given in that manner.
- (k) Settlement occurs when the Workspace records that the exchange of funds or value (if any) between the Financial Institutions in accordance with the instructions of the Parties has occurred and the definition of 'Settlement' in clause 26.1 is amended accordingly.
- (l) Each Party must do everything reasonably necessary to:
 - (1) progress the transaction in the Workspace to Electronic Settlement on the Settlement Date at the time specified in the Workspace; and
 - (2) assist the other Party to trace and identify the recipient of any mistaken payment made under the Electronic Settlement and to recover the mistaken payment.
- (m) If Settlement in accordance with subclause (k) has not occurred by the Closing Time, the Parties must do everything reasonably necessary to effect Settlement:
 - (1) as an Electronic Settlement; or
 - (2) at the option of either Party, exercised by giving Notice to the other Party to that effect, otherwise than as an Electronic Settlement, on the next Business Day and time remains of the essence.
- (n) A Party is not in default under the Contract if:
 - (1) that Party is prevented from complying with an obligation because the other Party or the other Party's Financial Institution has not done something in the Workspace; or
 - (2) Electronic Settlement fails and does not occur by the Closing Time because a computer system of Landgate, the Office of State Revenue, the ELNO or the Reserve Bank of Australia is inoperative for any reason, but that Party must comply with that Party's obligations as soon as the event referred to in subclause (n)(1) or (n)(2) ceases to apply.
- (o) No Party may exercise any rights under the Contract or at law to terminate the Contract during the time that the Workspace is locked for Electronic Settlement.
- (p) Subject to subclause (m), nothing in this clause 3.12 affects the rights of a Party under the Contract if Settlement does not occur on or before the Settlement Date due to the delay or default by the other Party.
- (q) Each Party must pay that Party's own fees and charges for using the ELNO for Electronic Settlement.
- (r) In this clause 3.12:
 - (1) **Business Day** means any day except:
 - (A) a Saturday, Sunday or public holiday in Western Australia; or
 - (B) a public holiday on the same day in both of Victoria and New South Wales.
 - (2) **ECNL** means the Electronic Conveyancing National Law as adopted in Western Australia by the *Electronic Conveyancing Act 2014 (WA)*;
 - (3) **Electronic Settlement** means Settlement and the lodgment of the documents necessary to record the Buyer as registered proprietor of the Land facilitated by the ELNO;
 - (4) **ELNO** has the meaning set out in the ECNL;
 - (5) **Closing Time** means the time the ELNO usually closes for settlement transactions in Western Australia on the Settlement Date;
 - (6) **Subscriber** means a subscriber under the ECNL;
 - (7) **Withdrawal Notice** means a Notice given under clause 3.12(e); and
 - (8) **Workspace** means an 'Electronic Workspace' as defined in the participation rules made under the ECNL for the transaction within the ELNO.

4 Delay in Settlement

4.1 Buyer delay

- (a) If for any reason not attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:
 - (1) the balance of the Purchase Price; and
 - (2) any other money payable at Settlement.
- (b) The right of the Seller to interest under this clause 4.1 is in addition to the entitlement of the Seller to Rent under clause 6.7.

4.2 Seller delay

- If for any reason attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Seller must allow to the Buyer at Settlement, as a deduction from the Purchase Price, compensation equal to interest on:
- (a) the balance of the Purchase Price; and
 - (b) any other money payable at Settlement.

4.3 Interest or compensation

Interest payable under clause 4.1 and compensation allowable under clause 4.2 is to be calculated:

- (a) at the Prescribed Rate; and
- (b) from and including the Settlement Date to but excluding the date on which Settlement occurs,

and is treated as being in full satisfaction of any claim the Party claiming interest or compensation has against the other Party as a result of the delay in Settlement.

4.4 Seller ready, willing and able

- (a) If the Seller is not ready, willing and able to complete Settlement on the Settlement Date, the Seller is not entitled to interest under clause 4.1 until the Seller:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Buyer.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, interest is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a), later than 3 Business Days after the Settlement Date, interest is calculated and payable from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.5 Buyer ready, willing and able

- (a) If the Buyer is not ready, willing and able to complete Settlement on the Settlement Date, the Buyer is not entitled to compensation under clause 4.2 until the Buyer:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Seller.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, compensation is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a) later than 3 Business Days after the Settlement Date, compensation is calculated from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.6 Dispute – interest or compensation

- (a) If:
 - (1) the Interest Party claims that the Interest Default Party is liable to pay interest or compensation under clauses 4.1 to 4.5; and
 - (2) the Interest Default Party disputes the entitlement of the Interest Party to the interest or compensation,this clause 4.6 will apply.
- (b) Subject to subclause (h), and if the Interest Party requires the Interest Default Party to pay interest or compensation under clauses 4.1 to 4.5 at Settlement, the Interest Party must not later than 2 Business Days before Settlement serve an Interest Notice on the Interest Default Party setting out:
 - (1) the basis on which the claim for interest or compensation is made; and
 - (2) the amount claimed, which may include an amount to be calculated on a daily basis.
- (c) The Interest Default Party must pay the Interest Amount on Settlement to:
 - (1) the Representative of the Interest Party; or
 - (2) if the Interest Party has not appointed a Representative, then to the Representative of the Interest Default Party; or
 - (3) if subclauses (c)(1) and (c)(2) do not apply, then to the Interest Party, to be held by the Representative or the Interest Party subject to and for the purposes specified in this clause.
- (d) On the day which is 20 Business Days after Settlement, unless:
 - (1) the dispute has been resolved between the Parties; or
 - (2) court proceedings are Instituted by a Party to determine the dispute,the Representative who holds the Interest Amount must pay the Interest Amount to the Interest Party or, if applicable, the Interest Party may retain the Interest Amount.
- (e) If:
 - (1) court proceedings are Instituted by a Party as specified in subclause (d); or
 - (2) an agreement is reached between the Interest Party and the Interest Default Party with regard to the dispute,the Representative who holds the Interest Amount or, if applicable, the Interest Party must pay the Interest Amount, as applicable:
 - (3) as determined in accordance with the court proceedings; or
 - (4) in accordance with the agreement between the Parties.
- (f) If the Interest Default Party disputes the entitlement of the Interest Party to interest or compensation under clauses 4.1 to 4.5:
 - (1) that dispute does not affect the obligations of the Parties to proceed to Settlement; and
 - (2) subject to the obligation of the Interest Default Party to pay the Interest Amount on Settlement in accordance with this clause, the Parties must proceed to Settlement.

- (g) Each Party authorises a Representative who holds the Interest Amount under this clause to:
 - (1) pay; and
 - (2) otherwise deal with,the Interest Amount as specified in this clause.
- (h) This clause 4.6 does not affect the right of the Interest Party after Settlement to claim and, if appropriate, institute proceedings against the Buyer to recover, an amount of interest or compensation as specified in clauses 4.1 to 4.5.

4.7 Restriction on right in case of court proceeding

- (a) The right of a Party under this clause 4 to interest or compensation ceases from and including the date on which court proceedings are Instituted by a Party for:
 - (1) specific performance of the Contract; or
 - (2) a declaration that the Contract:
 - (A) has been terminated; or
 - (B) remains valid and enforceable; or
 - (3) any other order or declaration to the same or similar effect to an order or declaration as specified in subclause (a)(1) or (a)(2); or
 - (4) other relief based on the Contract having been terminated.
- (b) It is the intention of the Parties that if there is a delay in respect to Settlement, interest or compensation payable under this clause 4 represents the best estimate as to the damages sustained arising from the delay.
- (c) If court proceedings are Instituted by a Party in accordance with subclause (a), nothing in the Contract:
 - (1) restricts, limits or prejudices the entitlement of a Party to claim interest under an Act or by way of damages or compensation; or
 - (2) limits or otherwise affects the discretion of the court.

4.8 Right not affected

The rights of a Party under this clause 4 do not affect the rights of a Party under clause 24.

5 Inspection

5.1 Right to inspect

- (a) Subject to clause 5.2 and subclause (b):
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has complied with the Seller's obligations under the Contract; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 occasion within 5 Business Days before the Possession Date.
- (b) If following an inspection under subclause (a) the Buyer identifies items that require rectification by the Seller under the Contract, the Buyer may give Notice of those items to the Seller following which:
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has rectified those items; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 further occasion before the Possession Date.
- (c) The Buyer may be accompanied by 2 persons on an inspection.
- (d) If the Buyer is a corporation, the reference in this clause 5.1 and in clause 5.2 to the Buyer means a reference to a director, secretary or officer of the corporation or any other person nominated by the corporation.

5.2 Time for inspection

- (a) Subject to subclause (b), if the Buyer wishes to inspect the Property as specified in clause 5.1, the Buyer and the Seller must endeavour to agree the date and time for the inspection.
- (b) If the Buyer and the Seller do not reach agreement by 5 Business Days before the Settlement Date, the Buyer may by not less than 1 Business Day's Notice to the Seller or the Seller Agent specify the date and time for the inspection.
- (c) The inspection must be:
 - (1) on a Business Day; and
 - (2) at a time between 9.00am and 4.00pm.
- (d) Where the Buyer serves Notice under subclause (b) which complies with subclause (c), the Seller must permit the Buyer to inspect the Property at the time and on the date specified in that Notice.
- (e) This clause 5.2 applies in respect of each inspection to which the Buyer is entitled under clause 5.1.

6 Possession and Rent

6.1 Entitlement to possession

- (a) Subject to clauses 6.2 and 6.3, the Buyer is entitled to possession of the Property on the earlier of:
 - (1) the date for possession (if any) specified in the Contract; and
 - (2) Settlement.
- (b) Subject to clause 6.3, and without affecting the rights of the Buyer on possession, if the Property is not sold subject to a Lease:
 - (1) the Buyer is entitled to vacant possession of the Property; and
 - (2) the Seller must remove from the Property before the Possession Date, all vehicles, rubbish and chattels, other than the Property Chattels.

6.2 Early possession

If the Buyer is given possession of the Property before Settlement:

- (a) for a period of less than one month, then clauses 14.6 to 14.9 apply until Settlement; or
- (b) for a period of one month or longer, then:
 - (1) clauses 14.6 to 14.9 apply until Settlement subject to the Residential Tenancies Act; and
 - (2) the Parties must comply with the Residential Tenancies Act.

6.3 Principal residence – limited occupation right

- (a) If immediately before Settlement, the Seller occupies the Property as the Seller's principal place of residence, the Seller may, subject to clause 6.4, remain in occupation of the Property until 12 noon on the day immediately following Settlement.
- (b) If subclause (a) applies and the Seller remains in occupation of the Property in accordance with subclause (a):
 - (1) the Seller must entirely vacate the Property by 12 noon on the day immediately following Settlement; and
 - (2) the Buyer is entitled to possession, and the Seller must give to the Buyer possession, of the Property at 12 noon on the day immediately following Settlement.

6.4 Damage to Property

If clause 6.3 applies:

- (a) the Seller is responsible to the Buyer for damage caused to the Property between:
 - (1) Settlement; and
 - (2) possession of the Property being given to the Buyer under clause 6.3; and
- (b) if damage is caused to the Property between Settlement and possession, the Seller must pay to the Buyer the cost of repairing the damage immediately on request by the Buyer.

6.5 Keys and security devices

- (a) Subject to subclauses (b) to (d), the Seller must deliver the Access Device to the Buyer on the Possession Date.
- (b) If clause 6.3 applies, the Seller must, at the time of giving possession of the Property to the Buyer, deliver to the Buyer the Access Device.
- (c) If agreed by the Buyer, the Access Device may be delivered to, and be held by, the Seller Agent for delivery to the Buyer following Settlement.
- (d) If subclause (c) applies, the Seller:
 - (1) must deliver the Access Device to the Seller Agent at a time sufficient to enable the Seller Agent to comply with subclause (c); and
 - (2) is treated as having authorised and directed the Seller Agent to deliver the Access Device to the Buyer in accordance with subclause (c).

6.6 Lease Provisions apply

Clauses 6.7 to 6.10 inclusive apply if the Contract provides that the Property is sold subject to the Lease.

6.7 Rent

- (a) The Seller is entitled to all Rent up to and including the Possession Date.
- (b) The Buyer is entitled to all Rent from and including the day after the Possession Date.

6.8 Rent paid before Settlement

- (a) The Seller must pay to the Buyer at Settlement any Rent:
 - (1) to which the Buyer is entitled under clause 6.7; and
 - (2) which was paid to the Seller before the Possession Date.
- (b) The Seller is not obliged to pay to the Buyer on Settlement any Rent which was payable by a Tenant under a Lease but is unpaid on the Possession Date.

6.9 Rent received after Settlement

If after Settlement either Party is paid Rent to which the other Party is entitled, the Party receiving the money must pay the money to the Party entitled to it as soon as reasonably possible.

6.10 General provisions where property leased

If the Property is on the Possession Date subject to a Lease:

- (a) the Seller must deliver to the Buyer on the Possession Date:
 - (1) if the Lease is in writing, an original or true copy of the Lease showing signing by the Parties; and
 - (2) if the Lease is liable to be assessed for Duty, the original or a true copy of the Lease delivered by the Seller to the Buyer under subclause (a)(1), showing that the Lease has been Duty Endorsed; and
 - (3) if the Lease is an oral lease or tenancy agreement, a written memorandum setting out all relevant details applicable to the Lease which are applicable on the Possession Date; and
 - (4) a statement which shows:
 - (A) the Rent payable for the Rent Period during which the Possession Date occurs; and
 - (B) the amount paid by the Tenant before the Possession Date in respect to the Rent Period specified in subclause (a)(4)(A); and
 - (5) any Property Condition Report that has been prepared in respect to the premises the subject of the Lease; and

- (6) if the Tenant has provided a Tenant Bond under the Lease, the Tenant Bond and any interest which has accrued on the Tenant Bond:
 - (A) by payment of a Bank Cheque in favour of the Buyer for the amount of the Tenant Bond; or
 - (B) by the provision of documentation which will effect the transfer of the Seller's rights in respect to the Tenant Bond to the Buyer; and
- (7) a Notice signed by the Seller or the Seller Representative, addressed to each Tenant, in a form reasonably determined by the Seller:
 - (A) in which the Seller notifies the Tenant of the sale of the Property to the Buyer; and
 - (B) which directs the Tenant to pay all Rent as from the Possession Date to the Buyer or as otherwise directed by the Buyer in writing.
- (b) Subject to clause 6.9, if, on the Possession Date, Rent was due to the Seller and has not been paid by the Tenant:
 - (1) the Buyer assigns to the Seller the unpaid Rent;
 - (2) the Buyer must immediately on request by the Seller sign:
 - (A) a deed of assignment of that unpaid Rent in favour of the Seller; and
 - (B) a notice to the Tenant of the assignment, which deed and notice of assignment must be prepared by the Seller at the expense of the Seller; and
 - (3) the Seller may institute proceedings against the Tenant for the unpaid Rent.
- (c) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed the Lease as a guarantor,the Seller is, unless the guarantee specifies otherwise, treated as having assigned to the Buyer the benefit of that guarantee.
- (d) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed a guarantee document which is not included in the Lease,the Seller must deliver that guarantee document to the Buyer at the time specified in subclause (a) and, unless the guarantee document otherwise specifies, the Seller is treated as having assigned the benefit of the guarantee to the Buyer.
- (e) If subclause (d) applies and the guarantee document is liable to be assessed for Duty, the original or a true copy of the guarantee document delivered by the Seller to the Buyer under subclause (d) must show that the guarantee document has been Duty Endorsed.
- (f) If a guarantee as incorporated in a Lease or guarantee document provides that the guarantee is not capable of assignment, except with the approval of the guarantor, the Seller must on request by the Buyer cooperate with the Buyer in requesting the guarantor to grant approval for the assignment of the guarantee to the Buyer.
- (g) Any fee payable to a guarantor in relation to an assignment referred to in subclause (f) must be paid by the Buyer.

7 Outgoing

7.1 Seller and Buyer obligation

Subject to this clause 7:

- (a) the Seller must pay each Outgoing payable up to and including the Possession Date; and
- (b) the Buyer must pay each Outgoing payable from and including the day after the Possession Date.

7.2 Apportionment

Subject to this clause 7 an Outgoing must be apportioned under clause 7.1 and any amount payable by one Party to the other must be paid:

- (a) at Settlement; or
- (b) if the Contract is a Terms Contract, on the Possession Date; or
- (c) at a later time agreed by the Parties in writing.

7.3 Buyer not liable for Land Tax

The Buyer is not liable to pay any amount on account of Land Tax if the Property is at the Possession Date a residence which is capable of being used as a residence and for no other purpose.

7.4 Settlement Date 30 June

- (a) If:
 - (1) the Settlement Date is before or on 30 June; and
 - (2) Settlement does not occur before 5 pm on 30 June for a reason attributable to the Buyer,the Buyer must pay to the Seller any Land Tax assessed in respect to the Land as at midnight on 30 June calculated as if the Land is the only land owned by the Seller.
- (b) If:
 - (1) the Settlement Date is before or on 30 June;
 - (2) a separate Certificate of Title for the Land has been issued before 1 June;
 - (3) the Seller has given a Notice to the Buyer not later than 15 Business Days before the Settlement Date, that:
 - (A) the Seller is the registered proprietor of land other than the Land; and
 - (B) the Land and that other land are liable to Land Tax; and

- (4) Settlement does not occur before 5:00pm on 30 June for a reason attributable to the Buyer,

the Buyer must pay to the Seller at Settlement the Land Tax assessed in respect to the Land for the Financial Year which commences on 1 July following the date specified in subclause (b)(1).

- (c) Subject to subclause (d):
- (1) the Notice as specified in subclause (b)(3) may, subject to the Contract Date being before 1 June, be incorporated in the Contract; and
 - (2) if the Notice is incorporated in the Contract in accordance with subclause (c)(1), that Notice is treated as having been given in accordance with subclause (b)(3).
- (d) Subclause (c) does not apply unless before 1 June:
- (1) a separate Certificate of Title for the Land has issued; and
 - (2) the Buyer has been given Notice by the Seller of the issue of that separate Certificate of Title for the Land.

7.5 Land Tax - Subdivided Land

- (a) If on the Possession Date:
- (1) the Property is not a residence as described in clause 7.3; and
 - (2) the Land is the subject of a subdivision after the commencement of the Financial Year in which the Possession Date occurs,
- Land Tax will be apportioned as specified in subclause (b).
- (b) If subclause (a) applies, Land Tax is apportioned and payable as an Outgoing in accordance with clauses 7.1 and 7.2 on the basis that the Land Tax payable in respect to the Land is:
- (1) the same proportion as the area of the Land bears to the total area of the Subdivision Land; and
 - (2) the Subdivision Land is the only land owned by the Seller.

7.6 Land Tax general

- (a) If clause 7.3 applies, the Seller must pay all Land Tax assessed in respect to the Property.
- (b) Except as provided in clause 7.3, and subject to clauses 7.4 and 7.5, Land Tax must be apportioned:
- (1) as an Outgoing and paid as provided in clauses 7.1 and 7.2; and
 - (2) otherwise on the basis that the Land is the only land owned by the Seller.

7.7 Future Rate Outgoing

- (a) If at Settlement the Land will be subject to a Future Rate Outgoing:
- (1) the Seller must procure the Seller Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Buyer Representative that at Settlement, the Seller Representative will:
 - (A) hold in trust an amount, which must be specified in that undertaking, sufficient to pay the proportion of the Future Rate Outgoing which is payable by the Seller; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Seller's proportion of the Future Rate Outgoing to the relevant Authority; and
 - (2) the Buyer must procure the Buyer Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Seller Representative that at Settlement, the Buyer Representative will:
 - (A) hold in trust an amount specified by the Buyer Representative in that undertaking, which is sufficient to pay the proportion of the Future Rate Outgoing payable by the Buyer; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Buyer's proportion of the Future Rate Outgoing to the relevant Authority.
- (b) If there is a dispute as to the amount to be held by the Seller Representative and the Buyer Representative in accordance with subclause (a), that dispute must be determined by the Seller Agent.
- (c) If there is no Seller Agent, the amount to be held by the Seller Representative and the Buyer Representative must be determined by a Real Estate Agent appointed by the Buyer.
- (d) If the dispute is determined by the Seller Agent or a Real Estate Agent:
- (1) the Seller Agent or the Real Estate Agent must act as an expert and not as an arbitrator;
 - (2) the determination of the Seller Agent or the Real Estate Agent is final and binding on the Seller and the Buyer; and
 - (3) if any cost is payable to the Seller Agent or a Real Estate Agent for determining a dispute, as specified in subclause (b) and (c), that cost must be paid by the Buyer and the Seller in equal shares.
- (e) If subclause (a)(1) applies, the Seller is treated as having given to the Seller Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(1).
- (f) If subclause (a)(2) applies, the Buyer is treated as having given to the Buyer Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(2).

8 Risk

8.1 Passing of risk

Despite any rule of law or equity to the contrary, risk relating to the Property passes from the Seller to the Buyer at the time when the:

- (a) Purchase Price is paid in full; or
 - (b) Settlement occurs; or
 - (c) Buyer is given possession of the Property;
- whichever first occurs.

8.2 Damage or destruction

- (a) If the Property includes a building or other improvement which is:
- (1) destroyed; or
 - (2) partially damaged,
- before Settlement, subclause (b) applies.
- (b) If:
- (1) the building is a residence and is made substantially uninhabitable; or
 - (2) in any other case, a building or other improvement is made substantially unusable for the current use as at the Contract Date;
- clauses 8.3 to 8.7 apply.

8.3 Notice of damage or destruction

The Seller must, immediately following the damage or destruction referred to in clause 8.2, give Notice to the Buyer specifying:

- (a) full particulars of the damage or destruction;
- (b) that the Buyer may, within 15 Business Days of service of the Notice, terminate the Contract; and
- (c) that it is desirable for the Buyer to obtain legal advice following service of the Notice.

8.4 Right of Buyer to terminate

The Buyer may, within 15 Business Days of the service of Notice under clause 8.3, give Notice to the Seller that the Buyer has elected to terminate the Contract.

8.5 Right of Seller to terminate

- If:
- (a) clause 8.2 applies;
 - (b) the Seller has insured the building or improvement specified in clause 8.2 against damage or destruction;
 - (c) the Seller within 5 Business Days after the damage or destruction specified in clause 8.2, notifies the insurer of a claim for the loss arising from the damage or destruction;
 - (d) the Seller in notifying the claim in accordance with subclause (c), makes a request to the insurer that the insurer make a cash payment to the Seller in respect to the loss; and
 - (e) the insurer has not within 10 Business Days after notification or the lodgment of the claim by the Seller, whichever is the later, agreed in writing to provide a cash payment to the Seller to compensate the Seller for the loss,

the Seller may within 15 Business Days of the service of the Notice in accordance with clause 8.3, by Notice to the Buyer or the Buyer Representative, terminate the Contract.

8.6 Termination

- If:
- (a) the Buyer gives a Notice to the Seller in accordance with clause 8.4; or
 - (b) the Seller gives a Notice to the Buyer in accordance with clause 8.5,
- then
- (c) subject to subclauses (d) to (g), the Contract is terminated as from and including the date of service of that Notice;
 - (d) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (e) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (f) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (g) subject to subclauses (d) to (f), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

8.7 Right of Buyer to proceed

If the Buyer, within 15 Business Days of the service of Notice under clause 8.3:

- (a) gives Notice to the Seller that the Buyer intends to proceed with the Contract; or
 - (b) does not give a Notice under subclause (a) or clause 8.4,
- the Contract will, unless the Seller has given a Notice to the Buyer in accordance with clause 8.5, remain valid and enforceable, but clause 8.8 and 8.9 apply.

8.8 Reduction of Purchase Price

If clause 8.7 applies:

- (a) the Purchase Price is reduced by the amount of the reduction in value of the Property following the damage or destruction;

- (b) the amount of the reduction of the Purchase Price is, subject to this clause 8.8, the amount which is agreed in writing between the Seller and the Buyer within 30 Business Days of the date of service of the Notice under clause 8.3;
- (c) if the reduction of the Purchase Price is not agreed in writing between the Seller and the Buyer, the amount of the reduction of the Purchase Price must, subject to subclause (d), be determined by arbitration in accordance with clause 25.1; and
- (d) even if:
 - (1) the period specified in subclause (b) has expired; and
 - (2) arbitration proceedings have commenced under subclause (c),
 the Buyer and the Seller may at any time agree in writing the amount of the reduction of the Purchase Price.

8.9 Variation of Settlement Date

If the Contract proceeds in accordance with clause 8.7 the Settlement Date is the date which is 10 Business Days after the amount of the reduction of the Purchase Price has been:

- (a) agreed between the Buyer and the Seller; or
- (b) determined by arbitration.

9 Seller Representation and Warranty

9.1 As at Contract Date and Possession Date

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller does not know of:
 - (1) any demand, order, requisition or requirement relating to the Property which:
 - (A) has been made by an Authority and remains current; or
 - (B) which an Authority proposes to make;
 - (2) any proposal by an Authority:
 - (A) for the realignment, widening or alteration of the level of any road adjoining the Land; and
 - (B) which would be likely to materially affect the Land or the use of it;
 - (3) any obligation to pay money to an Authority in respect of:
 - (A) work performed or to be performed; or
 - (B) expenses incurred or to be incurred,
 by an Authority in relation to the Land;
 - (4) except in relation to a Scheme Lot, any sewer, drain, pipe, cable or other installation passing through the Land to provide services to other land;
 - (5) any obligation to:
 - (A) construct or repair; or
 - (B) contribute towards the cost of construction or repair of,
 a dividing fence between the Land and any adjoining land whether arising under the *Dividing Fences Act 1961* or otherwise; or
 - (6) any encroachment on the Land by a building or other structure on adjoining land;
- (b) no building or other structure on the Land encroaches on adjoining land;
- (c) as far as the Seller is aware, each dividing fence and wall is on the boundary of the Land;
- (d) the Seller:
 - (1) has good title to the Property Chattels; and
 - (2) is, or will be the sole owner of the Property Chattels;
- (e) except as otherwise specified in the Contract, the Property Chattels will be free of any Encumbrance;
- (f) subject to clause 6.1(b), the Property will be in the same state and condition it was in immediately before the Contract Date; and
- (g) as far as the Seller is aware:
 - (1) no person has any right arising from adverse possession;
 - (2) no public right of way or easement has been acquired by enjoyment or use; and
 - (3) no mining lease or licence has been issued under any Act, in respect to the Land.

9.2 Contract Date

Except as otherwise disclosed in writing by the Seller to the Buyer before the Contract Date, the Seller represents and warrants to the Buyer on the Contract Date that:

- (a) the Seller:
 - (1) has not received a notice of resumption of; and
 - (2) does not know of any intention to resume, the Land by an Authority; and
- (b) the use of the Property is lawful.

9.3 Breach or non-satisfaction of warranty

If the Seller is in breach of a representation or warranty in clause 9.1, 9.2 or 10.2, then, unless the Parties otherwise agree, the Buyer has no right to terminate the Contract or defer or delay Settlement or withhold any part of the Purchase Price, however:

- (a) if the breach unreasonably affects the proposed use of the Property by the Buyer or materially affects the value of the Property, the Buyer may exercise its rights arising at law; and

- (b) this clause does not limit any rights of a Party arising at law or elsewhere in the Contract, including any rights referred to in clause 10.3(b).

10 Strata or community title

10.1 When this clause applies

This clause 10 applies if the Land is a Scheme Lot.

10.2 Representation and Warranty

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller has paid:
 - (1) each Scheme Contribution levied by the Scheme Corporation in respect of the Scheme Lot except for any Scheme Contribution which is to be apportioned under clause 7.2 or 10.6;
 - (2) all other money due to the Scheme Corporation in consideration of any right or privilege granted by the Scheme Corporation in respect of the Scheme Lot;
 - (3) all money due to the Scheme Corporation for:
 - (A) work carried out by the Scheme Corporation in relation to the Scheme Lot; or
 - (B) the provision by the Scheme Corporation of an amenity or service to the Scheme Lot or to the proprietor or occupier of the Scheme Lot;
 - (4) any other money due by the Seller to the Scheme Corporation; and
 - (5) all interest due to the Scheme Corporation on the money specified in subclauses (a)(1), (a)(2), (a)(3) and (a)(4);
- (b) no administrator of the Scheme Corporation has been appointed;
- (c) except for anything:
 - (1) apparent on an inspection of the Scheme Lot and the parcel of which it forms part; or
 - (2) registered or recorded on the Scheme Plan; or
 - (3) specified in the by-laws of the Strata/Community Scheme,
 the Seller does not know of anything which will materially affect the Buyer's use or enjoyment of the Scheme Lot or of the common property comprised in the Strata/Community Scheme;
- (d) the Seller does not know of any proposal or application to terminate the Strata/Community Scheme;
- (e) the Seller does not know of any current, proposed or pending proceeding or application in relation to the:
 - (1) Strata/Community Scheme;
 - (2) Scheme Corporation; or
 - (3) Scheme Lot,
 in a court or tribunal;
- (f) the Seller does not know of any judgment or order of the State Administrative Tribunal, a court, or other relevant tribunal or judicial or administrative body in respect to the:
 - (1) Scheme Corporation;
 - (2) Strata/Community Scheme; or
 - (3) Scheme Lot,
 which has not been satisfied or complied with;
- (g) other than changes recorded on the Scheme Plan, no change to the by-laws of the Strata/Community Scheme has been:
 - (1) voted on by the Scheme Corporation; or
 - (2) ordered by a court or tribunal;
- (h) no money is owing to the Scheme Corporation for work carried out by the Scheme Corporation in relation to the Scheme Lot;
- (i) the Seller does not know of any change which:
 - (1) has been made; or
 - (2) is proposed,
 to the by-laws of the Strata/Community Scheme other than changes recorded on the Scheme Plan;
- (j) the Seller does not know of any action taken or any proposal to:
 - (1) vary the schedule of unit entitlement recorded on the Scheme Plan;
 - (2) grant, vary or surrender any easement or restrictive covenant affecting the Scheme Lot or any other part of the parcel;
 - (3) transfer, lease, licence or resume any part of the Scheme Lot or the common property;
 - (4) take a lease of land outside the parcel;
 - (5) obtain, vary or surrender a lease of land outside the parcel; or
 - (6) obtain an expenditure approval under Section 102(6)(b) of the Strata Titles Act;
- (k) the Seller does not know of any proposal by the Scheme Corporation to pass any resolution which will:
 - (1) adversely affect the use and enjoyment by the Buyer of the Scheme Lot or of the common property; or
 - (2) increase any Outgoing in respect to the Scheme Lot;
- (l) the information referred to in Section 156 of the Strata Titles Act or Section 130 of the Community Titles Act and provided to the Buyer by or on behalf of the Seller is correct; and
- (m) the Seller does not know of any fact or circumstance which may result in:
 - (1) proceedings in the State Administrative Tribunal; or
 - (2) proceedings before a court,
 being instituted against the registered proprietor of the Scheme Lot in respect to any matter relating to:

- (3) the common property;
- (4) the Scheme Lot; or
- (5) any action or liability arising under, or referred to in, Section 103 of the Strata Titles Act or Section 88 of the Community Titles Act.

10.3 Indemnity by Seller and right of Buyer

- (a) Except for a matter in respect to which the Buyer has agreed in writing to be bound, the Seller indemnifies and agrees to indemnify the Buyer against any Loss the Buyer may suffer or incur as a result of a breach by the Seller of a representation or warranty in clause 10.2:
 - (1) as the registered proprietor of the Scheme Lot; and
 - (2) which arises from a fact or circumstance which occurs before the Possession Date.
- (b) The right of the Buyer to terminate the Contract under Part 10 of the Strata Titles Act or Part 10 of the Community Titles Act:
 - (1) does not affect; and
 - (2) is in addition to,
 every other right of the Buyer arising from the default of the Seller under the Contract.

10.4 Voting

On and from the Contract Date until the Buyer becomes registered as the proprietor of the Scheme Lot:

- (a) the Seller must:
 - (1) immediately notify the Buyer if the Seller becomes aware of any proposal for members of the Scheme Corporation to vote on a resolution in respect to the Scheme Corporation; and
 - (2) provide a copy of the proposed resolution to the Buyer;
- (b) the Seller must, if required by the Buyer by Notice, vote in the manner directed by the Buyer in respect to any resolution proposed to be passed by the members of the Scheme Corporation;
- (c) if a section 102(6)(b) Strata Notice is given to each proprietor in the Strata Titles Scheme:
 - (1) the Seller must immediately give Notice to the Buyer of:
 - (A) the Section 102(6)(b) Strata Notice;
 - (B) the date of service of the Section 102(6)(b) Strata Notice; and
 attach to the Notice from the Seller a copy of the Section 102(6)(b) Strata Notice;
 - (2) the Buyer may, following the service of the Notice under subclause (c)(1), serve a Notice on the Seller directing the Seller to notify the council of the Scheme Corporation that the Seller objects to the expenditure specified in the Section 102(6)(b) Strata Notice; and
 - (3) if the Buyer gives a Notice to the Seller in accordance with subclause (c)(2), the Seller must immediately notify the council of the Scheme Corporation that the Seller objects to the expenditure specified in the Section 102(6)(b) Strata Notice;
- (d) the Seller must not, and must ensure that any mortgagee of the Scheme Lot does not, without the prior approval in writing of the Buyer:
 - (1) propose; or
 - (2) vote in favour of,
 any resolution of the Scheme Corporation; and
- (e) the Seller must ensure that any mortgagee of the Scheme Lot does not, without the prior approval in writing of the Buyer, vote in favour of any proposed expenditure referred to in a Section 102(6)(b) Strata Notice.

10.5 Scheme Corporation application

- (a) Subject to subclause (b), the Seller authorises the Buyer and the Representative of the Buyer to make application to the Scheme Corporation in respect to the:
 - (1) information;
 - (2) documents to be inspected; and
 - (3) certificates,
 specified in Section 107 of the Strata Titles Act or Section 94 of the Community Titles Act.
- (b) Subject to the Scheme Corporation requiring payment, the Buyer must pay to the Scheme Corporation the fee prescribed by the Strata Regulations or the Community Regulations in connection with any application made in accordance with subclause (a).

10.6 Apportionment of Reserve Fund Contribution

- (a) This clause 10.6 applies if, on or before the Settlement Date, the Scheme Corporation has levied a Reserve Fund Contribution in respect to the Scheme Lot.
- (b) If an instalment of a Reserve Fund Contribution is payable in a Financial Year before the Financial Year in which the Settlement Date occurs, the Seller must pay that instalment.
- (c) If:
 - (1) the whole of the Reserve Fund Contribution is; or
 - (2) any instalments of the Reserve Fund Contribution are,
 payable in the Financial Year in which the Settlement Date occurs, then the whole of the Reserve Fund Contribution or those instalments of the Reserve Fund Contribution will be apportioned between the Seller and the Buyer as if the Reserve Fund Contribution is an Outgoing for the purposes of clauses 7.1 and 7.2 for that Financial Year.
- (d) If any instalment of the Reserve Fund Contribution is payable in a Financial Year after the Financial Year in which the Settlement Date occurs, the Buyer must pay that instalment.

- (e) If after the Settlement Date and in a Financial Year in which the Settlement Date occurs, a Reserve Fund Contribution is levied in respect of the Scheme Lot:
 - (1) there will be no adjustment of that Reserve Fund Contribution; and
 - (2) the Buyer must pay that Reserve Fund Contribution.

10.7 Property included

- (a) The Property includes:
 - (1) the share of the Seller in the common property comprised in the Scheme Plan; and
 - (2) the benefit of any lease, licence, right or special privilege in respect to the common property and which is granted to the proprietor of the Scheme Lot and which attaches to the Scheme Lot.
- (b) The Property is sold subject to every lease, licence, right or special privilege granted to a third party in respect of the common property.

10.8 Interests notified

Without affecting any other provision of this clause 10, the Seller sells the Land subject to the interests registered and notifications recorded on the Scheme Plan on the Contract Date.

11 Electricity/Underground Power

11.1 Land not connected to electricity supply

If before the Contract Date the Land has not been connected to the electricity supply the Buyer is responsible at the Buyer's expense for the connection of the Land to the electricity supply.

11.2 Electricity Scheme Agreement

- (a) This clause 11.2 applies if, on the Contract Date:
 - (1) the Property has been connected to the electricity supply under the Electricity Extension Scheme; and
 - (2) the Seller is a party to the Electricity Scheme Agreement in relation to the Property.
- (b) The Seller must, a reasonable time before the Settlement Date, arrange for Western Power to prepare and deliver to the Buyer the standard form Western Power documentation under which:
 - (1) the Seller is released from obligation under the Electricity Scheme Agreement; and
 - (2) the Buyer becomes liable for all obligations under the Electricity Scheme Agreement.
- (c) The documentation specified in subclause (b) must be executed as appropriate by the Seller and the Buyer not later than 3 Business Days before the Settlement Date.
- (d) The Seller must, before Settlement, pay to Western Power each:
 - (1) capital contribution; and
 - (2) electricity supply and other charge,
 payable to Western Power under the Electricity Scheme Agreement up to the Settlement Date and provide evidence to the Buyer at Settlement of compliance with this subclause (d).
- (e) The Seller, if entitled to a refund of part or all of the capital contributions paid under the Electricity Scheme Agreement waives absolutely all right to receive a refund of any capital contribution which may become payable by Western Power in the future.
- (f) If there is any refund of any capital contribution paid to Western Power under the Electricity Scheme Agreement that refund of capital contribution belongs absolutely to the Buyer.
- (g) The Seller must deliver the documentation specified in subclauses (b) and (c) to the Buyer on Settlement.
- (h) Immediately following Settlement the Buyer must lodge the documentation specified in subclauses (b) and (c) with Western Power.

11.3 Cost of Electricity Scheme Agreement documentation

The Seller must pay all legal and other costs incurred in preparing the documentation specified in clause 11.2.

11.4 Underground power

If before the Contract Date an Authority has determined that underground power will be installed or, underground power has been installed:

- (a) in the area within which the Land is situated; and
 - (b) the Land is required to be, or has been connected to the underground power supply,
- clauses 11.5 and 11.6 apply.

11.5 Underground power rate payable by Buyer

If:

- (a) clause 11.4 applies; and
- (b) the Authority has not before the Contract Date prescribed:
 - (1) an Underground Power Rate; and
 - (2) the manner in which the Underground Power Rate must be paid, the Buyer must pay the Underground Power Rate.

11.6 Underground power rate payable by Seller

If:

- (a) clause 11.4 applies; and
- (b) the Authority has before the Contract Date prescribed:
 - (1) an Underground Power Rate; and

- (2) the manner of payment of the Underground Power Rate, the Seller must:
- (3) before Settlement pay the Underground Power Rate to the Authority and provide proof of payment before or at Settlement; or
- (4) on Settlement:
 - (A) pay the Underground Power Rate to the Buyer on the basis that the Buyer must pay the Underground Power Rate to the Authority; or
 - (B) secure payment of the Underground Power Rate in a manner acceptable to the Buyer.

12 Sewer/Septic Tank

12.1 Property connected

- (a) If on the Contract Date:
 - (1) the Land is connected to a Water Corporation sewer; but
 - (2) any amount remains unpaid or becomes payable after Settlement for that connection (whether under a Water Corporation loan agreement or otherwise),
 the Seller must pay that amount:
 - (3) to the Water Corporation before Settlement and provide evidence of payment to the Buyer at Settlement; or
 - (4) to the Buyer at Settlement.
- (b) If the amount as specified in subclause (a) is paid to the Buyer at Settlement, the Buyer must pay that amount to the Water Corporation immediately following Settlement.
- (c) If the amount as specified in subclause (a) is paid to the Buyer Representative at Settlement:
 - (1) the Buyer Representative must pay that amount to the Water Corporation immediately following Settlement; and
 - (2) the Buyer irrevocably authorises and directs the Buyer Representative to pay the relevant amount to the Water Corporation in accordance with subclause (c)(1).

12.2 Land not connected

- If on the Contract Date:
- (a) the Land is not connected to a Water Corporation sewer; and
 - (b) whether or not the Water Corporation has issued a notice requiring the Land to be connected to a Water Corporation sewer,
- the Buyer is solely responsible for the connection of the Land to a Water Corporation sewer.

12.3 Decommissioning of Septic Tank

- If on the Contract Date:
- (a) there is a septic tank on the Land; and
 - (b) the septic tank has not been decommissioned,
- the Buyer is solely responsible for decommissioning the septic tank.

13 Subdivision

13.1 When this clause applies

- (a) Subject to subclause (b), this clause 13 applies only if the Land is not a Lot on the Contract Date.
- (b) If the Land is a Proposed Strata Lot or a Proposed Community Lot, only clauses 13.6, 13.7, 13.8 and 13.10 apply unless the Contract is also a Future Lot Contract, in which case clause 13.9 also applies.

13.2 Contract conditional

- (a) The Contract is conditional on:
 - (1) an application for the subdivision of the Subdivision Lot from the Original Land being lodged with the Planning Commission within 3 months after the Contract Date; and
 - (2) the Planning Commission granting approval for the subdivision of the Subdivision Lot from the Original Land within 6 months after the Contract Date, or any longer period as specified in:
 - (A) the Contract;
 - (B) a subsequent agreement in writing between the Parties.
- (b) Subject to clause 13.5, if the Planning Commission grants approval for subdivision subject to a condition, the Planning Commission will be treated as having granted approval for subdivision for the purposes of subclause (a)(2).
- (c) If a condition specified in subclause (a) is not satisfied, the Contract terminates:
 - (1) at midnight on the date when the relevant period in subclause (a) expires; and
 - (2) without the requirement for either Party to give to the other a Notice of Termination.

13.3 Further condition for subdivision

- (a) The Contract is also conditional on:
 - (1) the Planning Commission endorsing approval on a Subdivision Plan within 12 months after approval for subdivision by the Planning Commission; and
 - (2) the Subdivision Plan being In Order for Dealing within 3 months after the date of endorsement of approval by the Planning Commission in accordance with subclause (a)(1).

- (b) Each period specified in subclause (a) is, if applicable, extended as specified in:
 - (1) the Contract; or
 - (2) a subsequent agreement in writing between the Parties.
- (c) If the conditions specified in subclause (a) are not satisfied:
 - (1) either Party may at any time prior to the relevant condition being satisfied, elect by Notice to the other Party to terminate the Contract; and
 - (2) if Notice terminating the Contract has been given under subclause (c)(1), the Contract terminates on the date of service of the Notice.

13.4 Application and Subdivision Plan

- (a) The Seller must, if the Seller has not already done so, lodge an application with the Planning Commission for the subdivision of the Subdivision Lot from the Original Land, within 15 Business Days after the Contract Date.
- (b) Following the lodgment of the application in accordance with subclause (a), the Seller must use reasonable endeavours to:
 - (1) obtain the approval of the Planning Commission to the subdivision of the Subdivision Lot from the Original Land; and
 - (2) subject to the approval of the Planning Commission to the subdivision, arrange for preparation of a Subdivision Plan including the Subdivision Lot, and for the Subdivision Plan to be:
 - (A) lodged at Landgate; and
 - (B) endorsed as In Order for Dealing, as soon as practicable.
- (c) Following the determination of the application for subdivision by the Planning Commission, the Seller must, within 10 Business Days after:
 - (1) the approval of the Planning Commission for subdivision; or
 - (2) the refusal of the Planning Commission to grant approval for subdivision,
 give Notice to the Buyer of the determination of the Planning Commission and provide a copy of the determination of the Planning Commission to the Buyer.
- (d) The Seller must also on request by the Buyer:
 - (1) advise the Buyer of progress relating to the application to the Planning Commission for subdivision; and
 - (2) provide to the Buyer a copy of the determination of the Planning Commission in respect to an application for subdivision unless the Seller has already done so.

13.5 Unacceptable condition or requirement imposed by Planning Commission

- (a) If the Planning Commission grants approval for the subdivision of the Lot from the Original Land subject to a condition or requirement which either the Seller or the Buyer, acting reasonably:
 - (1) is unwilling to comply with; or
 - (2) considers to be prejudicial,
 the Party who:
 - (A) would be bound to comply with the condition or requirement; or
 - (B) is prejudiced by the condition or requirement,
 may within 15 Business Days of being notified of the condition or requirement, elect by Notice to the other Party to terminate the Contract.
- (b) If Notice terminating the Contract has been given under subclause (a), the Contract terminates on the date of service of the Notice.
- (c) The reference in subclause (a) to a condition or requirement of the Planning Commission includes a condition or requirement imposed by the Planning Commission that is subject to the satisfaction of a condition or requirement of an Authority other than the Planning Commission and:
 - (1) subclause (a) applies to the condition or requirement imposed by the other Authority;
 - (2) the Seller must use reasonable endeavours to obtain the approval of the other Authority; and
 - (3) if the other Authority imposes a condition or requirement, the Seller must within 10 Business Days of being notified of the condition or requirement:
 - (A) give Notice to the Buyer of the condition or requirement of the other Authority; and
 - (B) provide a copy of the condition or requirement to the Buyer.
- (d) The Seller must on request by the Buyer:
 - (1) advise the Buyer of progress relating to the satisfaction of a condition or requirement imposed by the Planning Commission or the other Authority; and
 - (2) provide to the Buyer a copy of the condition or requirement of the Planning Commission or the other Authority unless the Seller has already done so.

13.6 Proposed Strata Lot or Proposed Community Lot

If the Subdivision Lot is a Proposed Strata Lot or a Proposed Community Lot, the Seller must use best endeavours to arrange for the Subdivision Plan, being a Scheme Plan, to be registered at Landgate within the period specified or referred to in Section 163(3)(b) of the Strata Titles Act or Section 137(3)(b) of the Community Titles Act (as applicable).

13.7 Strata Lot – obligation to construct development

If the Contract includes an obligation for the Seller to construct a building or other improvement in connection with the sale of a Proposed Strata Lot or a Proposed Community Lot to the Buyer, the Seller must as soon as practicable:

- (a) undertake the construction of the building or improvement:
 - (1) in a proper and workmanlike manner; and
 - (2) in accordance with any plans or specifications which are attached to, or incorporated in, the Contract; and
- (b) if on the Contract Date construction has not commenced:
 - (1) commence construction after the Contract Date or on any date specified in the Contract; and
 - (2) following commencement of construction, cause:
 - (A) construction to proceed; and
 - (B) the construction of the building or other improvement to be completed.

13.8 Issue of title – Settlement Date

- (a) As soon as practicable after the Subdivision Plan is In Order for Dealing, the Seller must:
 - (1) apply for, and arrange for the issue of, a separate Certificate of Title for the Subdivision Lot; and
 - (2) notify the Buyer in writing, as soon as practicable after a separate Certificate of Title has been issued for the Subdivision Lot.
 - (b) Unless otherwise provided in the Contract, the Settlement Date is the date which is:
 - (1) 15 Business Days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Subdivision Lot; or
 - (2) if:
 - (A) the Buyer is aware that a separate Certificate of Title has been issued for the Lot; and
 - (B) the Buyer has notified the Seller that the Buyer is aware that a separate Certificate of Title has issued for the Lot,
- 15 Business Days after the Buyer has so notified the Seller.

13.9 Future Lot Contract

- (a) If the Contract is a Future Lot Contract:
 - (1) the Contract is conditional on the Seller being entitled to become the proprietor of the Subdivision Lot, Proposed Strata Lot or Proposed Community Lot within the period referred to in Section 13B of the Sale of Land Act; and
 - (2) the Seller must comply with the Sale of Land Act including:
 - (A) providing the required statutory warning (Section 13C of the Sale of Land Act);
 - (B) using reasonable endeavours to obtain approvals and lodge plans, and giving information to the Buyer (Section 13G of the Sale of Land Act); and
 - (C) notifying the Buyer within 10 Business Days of the condition in clause 13.9(a)(1) being satisfied (Section 13H of the Sale of Land Act).
- (b) If the Contract is terminated by the Buyer as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act, clause 13.10 applies.
- (c) This clause 13.9 and the Sale of Land Act have priority over any other provision of the Contract to the extent of any inconsistency.

13.10 Consequences of termination of Contract

If the Contract terminates:

- (a) under clause 13.2(c);
 - (b) under clause 13.3(c);
 - (c) under clause 13.5(b);
 - (d) as a result of the a Scheme Plan not being registered at Landgate in accordance with clause 13.6; or
 - (e) as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act,
- then:
- (f) the Deposit and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (g) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (h) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (i) subject to subclauses (f) to (h), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

14 Terms contract

14.1 When this clause applies

This clause 14 applies if the Contract is a Terms Contract but clauses 14.6 to 14.10 only apply if the Buyer is given possession of the Property before Settlement.

14.2 Right to pay Purchase Price

Subject to the Buyer giving not less than 10 Business Days prior notice in writing to the Seller, the Buyer may pay the full balance of the Purchase Price at any time earlier than the time for payment specified in the Contract.

14.3 Right to pay instalment of Purchase Price

- (a) Subject to subclauses (b) and (c), the Buyer may at any time pay to the Seller part of the Purchase Price outstanding.

- (b) Unless a payment in accordance with subclause (a) is the whole of the balance of the Purchase Price outstanding, any payment made in accordance with subclause (a), must be in the sum of \$1,000, or a multiple of \$1,000.
- (c) Any payment made in accordance with subclause (a) will:
 - (1) be treated as payment of the last instalment or instalments of the Purchase Price due under the Contract; and
 - (2) not affect the obligation of the Buyer to pay the next instalment of the Purchase Price on the due date for payment.

14.4 Obligation to pay balance of Purchase Price

- (a) If the Buyer fails:
 - (1) to pay any instalment of the Purchase Price due under the Contract, on the due date for payment; and
 - (2) to pay the instalment specified in subclause (a)(1), within the time specified in a Notice served on the Buyer under subclause (b),
- the whole of the balance of the Purchase Price, and all other money due under the Contract, is immediately due and payable by the Buyer to the Seller.
- (b) If the Buyer has failed to pay an instalment of the Purchase Price on the due date the Seller may serve Notice on the Buyer. The Notice must:
 - (1) specify particulars of the instalment of the Purchase Price which has not been paid on the due date; and
 - (2) require the Buyer to pay the instalment specified in subclause (b)(1) within the time specified in the Notice being not less than 10 Business Days after the service of the Notice.

14.5 Right to pay mortgagee

If the Land is subject to a mortgage:

- (a) subject to subclause (b), the Buyer may pay any instalment of the Purchase Price due under the Contract, to the mortgagee under the mortgage, in reduction of the amount owed under the mortgage;
- (b) the Buyer must give Notice to the Seller of any payment made by the Buyer in accordance with subclause (a);
- (c) an amount paid by the Buyer under subclause (a) is treated as payment of the instalment of the Purchase Price next due to be paid by the Buyer under the Contract;
- (d) the Seller authorises the Buyer to:
 - (1) obtain information from the mortgagee as to the amount owed under the mortgage; and
 - (2) pay any amount to the mortgagee, in reduction of the amount owing under the mortgage; and
- (e) the Seller authorises the mortgagee to:
 - (1) provide any information requested by the Buyer; and
 - (2) accept any amount paid by the Buyer in reduction of the account owing under the mortgage.

14.6 Insurance

- (a) The Buyer must from and including the Possession Date take out and maintain with an insurer authorised to operate under the Insurance Act in the names of:
 - (1) the Buyer;
 - (2) the Seller; and
 - (3) any mortgagee of the Land,
- for their respective rights and interests, the insurance specified in subclause (b).
- (b) The insurance required to be taken out and maintained under subclause (a) is:
 - (1) insurance in respect to each building and other improvement on the Land for full replacement value against damage or destruction by fire, storm, tempest, earthquake and any other risk as reasonably determined by the Seller of which Notice is given to the Buyer; and
 - (2) public liability insurance in respect to:
 - (A) the death or injury of a natural person; or
 - (B) damage to or destruction of property of other persons, in respect of any one incident, in the sum of \$20 million or any greater amount reasonably required by the Seller.
 - (c) The Buyer must:
 - (1) provide to the Seller a copy of each policy of insurance taken out in accordance with subclauses (a) and (b);
 - (2) not alter or vary the insurance taken out under subclauses (a) and (b), without prior written notification to the Seller and in the event of the substitution or variation of any insurance taken out, comply with subclauses (a), (b) and (c)(1); and
 - (3) provide proof to the Seller that the insurance is current.
 - (d) If the Buyer fails to:
 - (1) take out insurance as required under subclauses (a) and (b); or
 - (2) provide proof to the Seller that the insurance is current,
- the Seller may, without notice to the Buyer, and without being obliged to do so, take out and maintain the insurance required in accordance with subclauses (a) and (b).
- (e) If the Seller takes out and maintains insurance in accordance with subclause (d) the Buyer must pay to the Seller on demand:
 - (1) all cost incurred by the Seller in taking out and maintaining the insurance; and

- (2) interest, on that amount at the Prescribed Rate, from the date each cost was incurred, up to and including the date on which each cost, together with interest, is repaid to the Seller.
- (f) The rights of the Seller under subclause (d) do not affect the rights of the Seller arising on default, and in particular, under clause 24.

14.7 Insurance – Scheme Lot

- (a) Clause 14.6 does not apply if:
 - (1) the Property is a Scheme Lot; and
 - (2) the Buyer provides proof to the Seller that as at the Possession Date, the Scheme Corporation has taken out and is maintaining insurance in respect to each risk and for the liability specified in clause 14.6(b).
- (b) If subclause (a) applies, the Buyer must:
 - (1) if required by the Seller, immediately provide to the Seller a copy of each policy of insurance taken out by the Scheme Corporation;
 - (2) if the insurance taken out by the Scheme Corporation is altered or varied, provide to the Seller details of the altered or varied insurance immediately the Buyer becomes aware of the alteration or variation, and in particular, provide details of any substitute insurance taken out by the Scheme Corporation; and
 - (3) provide proof to the Seller that the Scheme Corporation insurance is current.
- (c) The Seller may, by Notice to the Buyer, require that the Buyer take out insurance which:
 - (1) is additional to the insurance taken out by the Scheme Corporation;
 - (2) is specified in the Notice from the Seller to the Buyer; and
 - (3) provides additional insurance in respect to each risk and the liability specified in clause 14.6(b).
- (d) If the Seller gives notice to the Buyer under subclause (c):
 - (1) the Buyer must take out and maintain the additional insurance; and
 - (2) clause 14.6 applies to the additional insurance.

14.8 Application of insurance proceeds

- (a) If, arising from an incident, money becomes payable under the insurance taken out and maintained under this clause 14, subclauses (b) and (c) will apply.
- (b) The Buyer must:
 - (1) subject to any requirement of a mortgagee, if a mortgage is registered over the Land; and
 - (2) at the option of the Seller, apply insurance proceeds arising from damage or destruction of a building or improvement on the Land in:
 - (A) repair, reinstatement or replacement of that building or improvement; or
 - (B) as a payment towards, or in full payment of the Purchase Price then outstanding.
- (c) The Buyer must apply any proceeds of a claim arising from public risk insurance as required by:
 - (1) the insurer; or
 - (2) the Seller, acting reasonably.
- (d) If the Property is a Scheme Lot:
 - (1) insurance in respect to the Property is covered by insurance taken out by the Scheme Corporation; and
 - (2) arising from an incident money becomes payable under insurance taken out and maintained by the Scheme Corporation, the insurance proceeds must be applied as required by the Scheme Corporation or otherwise in accordance with the Strata Titles Act or the Community Titles Act (as applicable).

14.9 General obligation - Property and Land

From and including the Possession Date, the Buyer must:

- (a) not:
 - (1) demolish, alter or add to any building or improvement which forms part of the Property; or
 - (2) remove from or add any soil or other material to the Land, except with the prior written approval of the Seller, which approval must not be unreasonably withheld;
- (b) keep the Property in good repair, having regard to the condition of the Property at the Possession Date;
- (c) promptly pay all Outgoings;
- (d) comply with the requirements of all laws, and with:
 - (1) any lease or licence of the Land from the State; and
 - (2) in the case of a Scheme Lot – any lease, licence or agreement, and every by-law applicable to that Scheme Lot; and
- (e) if the Property is, or includes, a farm or cultivated Land:
 - (1) maintain the farm; and
 - (2) cultivate that Land, in accordance with the best practice usually followed in the district in which the Land is situated.

14.10 Default – Seller may remedy

If the Buyer is in default of an obligation under clause 14.9:

- (a) subject to subclause (b), the Seller may, without:
 - (1) being obliged to do so; and
 - (2) any obligation to give any further notice to the Buyer, remedy that default;

- (b) except in the case of an emergency when this subclause (b) will not apply, the Seller may not exercise a right under subclause (a) unless:
 - (1) the Seller has served Notice on the Buyer:
 - (A) specifying the default of the Buyer; and
 - (B) requiring the Buyer to remedy the default within the reasonable time specified in the notice being not less than 10 Business Days after the service of the notice; and
 - (2) the Buyer fails to remedy the default within the time specified in the Notice;
- (c) for the purpose of exercising the right of the Seller under subclause (a), the Seller may enter on the Land:
 - (1) at a reasonable time except in the case of an emergency when the Seller may enter at any time; and
 - (2) with or without contractors and other persons, to undertake any relevant or necessary work;
- (d) the Buyer must pay to the Seller on demand each cost incurred by the Seller to remedy a default of the Buyer together with interest on each cost at the Prescribed Rate:
 - (1) from and including the date on which payment is made by the Seller; and
 - (2) up to but excluding the date on which the relevant amount, together with interest, is paid to the Seller; and
- (e) the rights of the Seller under subclause (a):
 - (1) do not affect any other right of the Seller arising from the default of the Buyer; and
 - (2) in particular, do not affect the rights of the Seller under clause 24.

14.11 Delivery of Transfer and title

- (a) Subject to subclause (b) and clause 3.10, on payment by the Buyer of all money owing to the Seller under the Contract, including any interest, the Seller must deliver to the Buyer the documentation specified in clause 3.10(a):
 - (1) at the time specified in the Contract; or
 - (2) if no time is specified, on the day which is 15 Business Days after the Seller receives payment in full of the balance of the Purchase Price and other money due under the Contract.
- (b) The documentation specified in subclause (a) must be delivered to the Buyer at:
 - (1) the place and time agreed between the Seller and the Buyer; and
 - (2) if not agreed in accordance with subclause (b)(1), then:
 - (A) on the day which is a Business Day; and
 - (B) at the time between 9.00am and 5.00pm; and
 - (C) at the place within the Perth CBD, specified by Notice from the Buyer to the Seller given not less than 3 Business Days before the day specified in subclause (a).

15 Error or Misdescription

15.1 Meaning of error or misdescription

An error or misdescription of the Property means an error or misdescription in the Contract relating to:

- (a) a physical structure or physical feature of the Property;
- (b) a boundary of the Property; or
- (c) the area of the Land.

15.2 No termination or delay in Settlement

Subject to this clause 15, an error or misdescription of the Property in the Contract does not:

- (a) entitle the Buyer to terminate the Contract; or
- (b) result in any right for the Buyer to delay Settlement.

15.3 Claim for compensation by Buyer

If the Buyer claims:

- (a) there has been an error or misdescription of the Property in the Contract; and
 - (b) to be entitled to compensation,
- the Buyer must give to the Seller a Notice which specifies the basis of the claim and compensation required by the Buyer not later than 10 Business Days after the Possession Date.

15.4 Claim for compensation lost

If the Buyer fails to give a Notice in accordance with clause 15.3, any right of the Buyer to claim compensation arising from an error or misdescription of the Property in the Contract ceases to apply.

15.5 Determination of claim and compensation

If the Buyer serves a Notice under clause 15.3, unless otherwise agreed in writing between the Seller and the Buyer within 15 Business Days of service of the Notice, any issue between the Seller and the Buyer as to:

- (a) whether there is an error or misdescription of the Property in the Contract; or
- (b) the amount of compensation payable by the Seller to the Buyer, must be determined by arbitration under clause 25.1.

16 No requisition on title for freehold land

If the Land is freehold land:

- (a) the Buyer is not entitled to give a requisition or objection to the Seller in respect to:
 - (1) the title of the Seller in respect to the Land; or
 - (2) the Property; and
- (b) the Seller is not obliged to provide a response to a requisition or objection by the Buyer in respect to:
 - (1) the title of the Seller in respect to the Land; and
 - (2) the Property.

17 Cost and duty

17.1 Legal and other cost

The Parties must pay their own legal and any other cost and expense in connection with:

- (a) the Contract; and
- (b) Settlement.

17.2 Duty

The Buyer must pay Duty on the Contract and the Transfer.

17.3 Registration fee

The Buyer must pay the registration fee on the Transfer.

17.4 Default cost

- (a) A Party in default under the Contract must pay to the other Party all cost and expense incurred by the other Party arising from the default.
- (b) Cost and expense specified in subclause (a) which has been determined before Settlement must be paid on Settlement.
- (c) If some or all of the cost and expense specified in subclause (a) is not paid on Settlement that cost and expense must be paid, after Settlement, on demand by the Party entitled to payment.
- (d) A Party may not refuse to complete Settlement because:
 - (1) a Party liable; or
 - (2) alleged to be liable,to pay cost and expense under this clause 17.4 does not pay that cost and expense at Settlement.

18 GST

18.1 Purchase Price does not include GST

Unless otherwise stated in the Contract, the Buyer is not required to pay to the Seller any amount in addition to the Purchase Price for GST.

18.2 Margin Scheme

Unless otherwise stated in the Contract, the Seller must not apply the Margin Scheme in respect to the sale of the Property.

18.3 GST to be paid on Purchase Price

If the Contract provides that GST must be paid in addition to the Purchase Price, at Settlement:

- (a) the Buyer must, in addition to the Purchase Price, pay the GST on the Purchase Price and any other consideration payable under the Contract; and
- (b) the Seller must provide a Tax Invoice to the Buyer.

18.4 GST on damages

- (a) If:
 - (1) a Successful Party becomes entitled to damages as a result of default under the Contract; and
 - (2) the Successful Party is liable to pay GST on the damages,the Payment Party must pay to the Successful Party the GST payable by the Successful Party on the damages at the same time as the Payment Party must pay the damages to the Successful Party.
- (b) If subclause (a) applies, the Successful Party must, on payment of the damages, provide a Tax Invoice to the Payment Party.
- (c) This clause 18.4 applies whether or not GST is payable on the Purchase Price.

19 Depreciation and Capital Works Deduction

19.1 Price of Depreciating Asset in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
- (b) the price of that Depreciating Asset has been specified in the Contract, the price of the Depreciating Asset as specified in the Contract is the sale price of that Depreciating Asset for the purposes of the Income Tax Act.

19.2 Price of Depreciating Asset not specified in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
- (b) the price of the Depreciating Asset has not been specified in the Contract, the sale price of that Depreciating Asset for the purposes of the Income Tax Act is the adjustable value of that Depreciating Asset for the purposes of the Income Tax Act as determined at Settlement.

19.3 Capital Works Deduction

- (a) If the Property includes capital works which give rise to a Capital Works Deduction the Seller must give the Buyer a written notification within 20 Business Days after Settlement specifying the information necessary to enable the Buyer to claim any remaining Capital Works Deduction.
- (b) The written notification under subclause (a) must comply with Section 262A (4A) of the Income Tax Act.

20 Registration of Transfer

20.1 Registration

No later than 3 Business Days after Settlement, the Buyer must lodge:

- (a) the Transfer; and
 - (b) every other document required to enable the Transfer to be registered at Landgate,
- and must then use best endeavours to ensure that the Transfer is registered as soon as possible.

20.2 Seller to cooperate

- (a) The Seller must immediately do everything reasonably requested by the Buyer to enable the Transfer to be accepted and registered at Landgate.
- (b) The Seller's obligation in subclause (a) survives Settlement.

20.3 Landgate requisition

- (a) If a requisition notice is issued by Landgate relating to the registration of:
 - (1) the Transfer; or
 - (2) any other document which is lodged for registration with the Transfer,the Seller and the Buyer must immediately do everything reasonably necessary to satisfy the requirements of the requisition notice.
- (b) If a requisition notice is issued by Landgate in respect to a document prepared by or on behalf of the Seller, the Seller must, not later than 3 Business Days before the time for payment prescribed by Landgate:
 - (1) pay to the Buyer the fee required by Landgate in respect to that requisition notice; or
 - (2) pay direct to Landgate the fee required by Landgate in respect to that requisition notice and provide a copy of the receipt for the payment issued by Landgate to the Buyer.
- (c) If the requisition notice issued by Landgate relates to a document prepared by or on behalf of the Buyer, the Buyer must pay to Landgate the fee required by Landgate in respect to the requisition notice issued in respect to that document by Landgate not later than 3 Business Days before the time for payment prescribed by Landgate.

21 Notice

21.1 Requirements for Notice

A notice to be given under the Contract must be:

- (a) in writing; and
- (b) in the English language; and
- (c) signed by the Party giving it or that Party's Representative.

21.2 Service generally

Subject to clauses 21.3 to 21.6, a Notice is treated as having been duly given to a Party if served:

- (a) on a Party which is not a company
 - (1) by delivering the Notice to the Party personally; or
 - (2) by posting the Notice to the Party at the Party's address specified in the Contract; and
- (b) on a Party which is a company
 - (1) by delivering the Notice to the company at its registered office;
 - (2) by posting the Notice to the company at its address specified in the Contract or at its registered office; or
 - (3) in accordance with Section 109X of the Corporations Act.

21.3 Service - Representative

If a Representative acts for a Party:

- (a) a Notice served on that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been served on that Party; and
- (b) a Notice given by that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been given by that Party.

21.4 Service by facsimile or email

- (a) If a facsimile number or email address is specified in the Contract or by a Party or a Representative as the facsimile number or email address of that Party or Representative:
 - (1) a Notice to the relevant Party or the Representative may be transmitted by facsimile to the specified facsimile number or sent by email to the specified email address;
 - (2) a Notice transmitted by facsimile is treated as served:
 - (A) on the day on which it is transmitted but if it is transmitted after 4.00pm or on a day which is not a Business Day it is treated as having been served on the next Business Day; and
 - (B) when the facsimile machine which transmits the Notice prints an acknowledgment that every page comprising that Notice has been transmitted to the specified facsimile number; and

- (3) a Notice sent by email is treated as served when:
 - (A) it is sent unless the sender receives a return email to the effect that the email was not transmitted successfully; and
 - (B) on the day on which it is sent but if the email is sent by the sender on a day which is not a Business Day or after 5.00 pm (addressee's time), it is treated as having been given on the next Business Day,and the Parties consent to a Notice being given by email.

- (b) If:
 - (1) a Party has a Representative; and
 - (2) the Representative or Party includes in correspondence to the other Party or the Representative of the other Party, details of the facsimile number or email address of that Party or Representative,then:
 - (3) the facsimile number or email address so specified is, subject to subclause (c), treated as the facsimile or email address for that Party or the Representative of that Party; and
 - (4) subclause (a) applies as if that facsimile number or email address is specified in the Contract, or has been specified by a Party or the Representative of that Party as the facsimile number or email address of that Party or Representative.
- (c) Subclause (b) does not apply if a Party or Representative specified in subclause (b) gives Notice to the other Party or the Representative of that other Party that the facsimile number or email address specified in the correspondence is not the facsimile number or email address of the Party or Representative.

21.5 Service when Notice posted

A Notice which has been posted is treated as served on the third Business Day after the date on which the Notice is posted.

21.6 Change of address

- (a) A Party may by Notice to each other Party change:
 - (1) the Representative of that Party;
 - (2) the address of that Party; or
 - (3) the address of that Party's Representative;
 - (4) a specified facsimile number; or
 - (5) a specified email address.
- (b) If a Notice is given under subclause (a) each subsequent Notice to the Party concerned must be served as applicable:
 - (1) on the new Representative of the Party, and
 - (2) at any new address, new specified facsimile number or new specified email address.

22 Time of Essence

Subject to clause 23, time is of the essence in relation to the Contract.

23 Default Notice

23.1 Requirement for Default Notice

Neither Party may terminate the Contract as a result of the other Party's default nor may the Seller forfeit any money paid by the Buyer or retake possession of the Property because of the default of the Buyer, unless:

- (a) the Non Default Party gives a Default Notice to the Default Party; and
- (b) the Default Party fails to remedy the default within the time required under the Default Notice.

23.2 No limit on right to issue further Notice

The giving of a Default Notice under clause 23.1 does not prevent the Non Default Party from giving a further Default Notice.

23.3 No Default Notice required for repudiation

Clause 23.1 does not apply if the Default Party repudiates the Contract.

24 Default

24.1 Buyer Default

If the Buyer:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
 - (b) repudiates the Contract,
- the Seller has each right in clause 24.2, in addition to any other right or remedy of the Seller.

24.2 Seller right on default or repudiation

If clause 24.1 applies, the Seller may:

- (a) affirm the Contract and sue the Buyer for damages for default;
- (b) affirm the Contract and sue the Buyer for:
 - (1) specific performance of the Contract; and
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, retake possession of the Property;
- (d) subject to clause 23.1, terminate the Contract by Notice to the Buyer, but only if the Default Notice given under clause 23.1 includes a statement that if the default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (e) if the Buyer repudiates the Contract, terminate the Contract by Notice to the Buyer.

24.3 Further Seller right on termination

If the Seller terminates the Contract under clause 24.2(d) or 24.2(e), the Seller may, subject to the further provisions of this clause 24, elect to exercise any one or more of the following:

- (a) forfeit the Deposit;
- (b) sue the Buyer for damages for default;
- (c) resell the Property.

24.4 Deposit exceeds 10% of Purchase Price

If the Deposit exceeds 10% of the Purchase Price:

- (a) the Seller may under clause 24.3 forfeit only that part of the Deposit which does not exceed 10% of the Purchase Price; and
- (b) any money paid by the Buyer in excess of 10% of the Purchase Price, is to be treated as a payment of an Instalment for the purposes of this clause 24 only.

24.5 Resale

If the Seller resells the Property in accordance with clause 24.3(c), the Seller:

- (a) is not required to give notice of the resale to the Buyer; and
- (b) has the discretion, acting reasonably, to determine the manner of resale and the terms and conditions applicable to the resale.

24.6 Resale within 12 months

If:

- (a) settlement of the resale of the Property occurs within 12 months after the Seller terminates the Contract; and
- (b) after taking into account the costs and expenses and the proceeds of the resale and the amount of the Deposit which has been forfeited, the amount held by the Seller:
 - (c) is less than the Purchase Price, the Buyer must pay to the Seller, as liquidated damages, the difference between the amount held by the Seller and the Purchase Price; or
 - (d) exceeds the Purchase Price, the excess belongs to the Seller.

24.7 Terms Contract

If:

- (a) the Contract is a Terms Contract; and
- (b) there is a surplus in accordance with clause 24.6(d); and
- (c) the Buyer had possession of the Property for more than 12 months before the termination of the Contract,

the Seller must pay the surplus to the Buyer, without interest.

24.8 Interest to Seller

Whether or not Settlement of the resale occurs within 12 months after the Seller terminates the Contract, any interest:

- (a) accrued on the Deposit; or
- (b) on any Instalment paid by the Buyer, belongs to the Seller.

24.9 Instalment

If the Seller:

- (a) terminates the Contract; and
- (b) holds an Instalment,

the Seller may hold the Instalment pending:

- (c) a resale of the Property; or
- (d) determination of a claim for damages.

24.10 Sale within 12 months

If the Seller:

- (a) holds an Instalment in accordance with clause 24.9; and
- (b) resells the Property within 12 months of termination of the Contract, the Seller may apply the whole or part of the Instalment to liquidated damages determined in accordance with clause 24.6.

24.11 Payment after 12 months

Subject to clauses 24.10 and 24.12, the Seller must pay to the Buyer, without interest, any Instalment held by the Seller after 12 months following the termination of the Contract.

24.12 Finalisation of proceedings

If:

- (a) the Seller has instituted proceedings against the Buyer for damages, following termination of the Contract; and
- (b) the action for damages has not been finalised within 12 months following the termination of the Contract,

the Seller may hold any Instalment pending the final determination of the action for damages against the Buyer.

24.13 Payment after finalisation

After determination of the action for damages the Seller:

- (a) may apply the whole or part of the Instalment towards any judgment for damages and costs awarded by the court; but
- (b) must pay any surplus, after application of the Instalment towards the judgment and costs, to the Buyer, without interest.

24.14 Seller default

If the Seller:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
 - (b) repudiates the Contract,
- the Buyer has each right in clause 24.15, in addition to any other right and remedy of the Buyer.

24.15 Buyer right on default or repudiation

If clause 24.14 applies, the Buyer may:

- (a) affirm the Contract and sue the Seller for damages for default;
- (b) affirm the Contract and sue the Seller for:
 - (1) specific performance of the Contract; or
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, terminate the Contract by Notice to the Seller, but only if the Default Notice given under clause 23.1 includes a statement that if the Default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (d) if the Seller repudiates the Contract, terminate the Contract by Notice to the Seller.

24.16 Further Buyer right on termination

If the Buyer terminates the Contract under clause 24.15(c) or 24.15(d):

- (a) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
- (b) if the Deposit and any other money paid under the Contract by the Buyer has been paid to the Seller, the Seller must promptly repay the Deposit and, if applicable, that other money to the Buyer;
- (c) if the Deposit has been invested with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest earned on the Deposit;
- (d) if any other money paid by the Buyer under the Contract to the Deposit Holder in addition to the Deposit has been invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money invested; and
- (e) except for any money paid to the Deposit Holder by the Buyer under the Contract, the Seller must, on demand, pay to the Buyer interest on any money paid by the Buyer under the Contract at the Prescribed Rate, calculated:
 - (1) from and including the date of payment by the Buyer; and
 - (2) up to, but excluding the date on which the money is repaid to the Buyer.

24.17 Legal cost on termination

If the Termination Party terminates the Contract as a result of:

- (a) the default of; or
- (b) the repudiation by,

the Terminated Party, the Terminated Party must pay to the Termination Party all legal cost incurred by the Termination Party in respect to the termination of the Contract arising from that default or that repudiation.

24.18 Rule in *Bain v Fothergill* excluded

The rule of law known as the rule in *Bain v Fothergill*, which limits the damages recoverable from a Seller incapable of making good title, does not apply to the Contract.

25 General

25.1 Arbitration

If anything in relation to the Contract is to be determined by arbitration:

- (a) the arbitrator is to be a person jointly appointed by the Parties, or, if they cannot agree, by the President of the Real Estate Institute of Western Australia (Inc) at the request of either Party;
- (b) the Commercial Arbitration Act 1985 (WA) applies; and
- (c) a Party may be represented by a Legal Practitioner at any arbitration proceedings.

25.2 Contract takes priority

If there is a provision in the Contract which is inconsistent with a provision of this document, the provision in the Contract takes priority to the extent necessary to remove the inconsistency.

25.3 No merger

Insofar as any obligation under the Contract remains to be complied with after Settlement, that obligation and the relevant provisions relating to that obligation survive Settlement and continue to be enforceable despite Settlement having taken place.

26 Definitions and interpretation

26.1 Definitions

In this document, unless otherwise stated:

Access Device means:

- (a) each key and security device; and
- (b) written details of each code for any security system which enables access to the Property.

Act means an act of Parliament.

Assessment means an assessment issued by State Revenue of the amount of Duty payable on the Contract.

Authority means any governmental, statutory or other public body or authority including a local government.

Bank Cheque means a cheque drawn on itself by a Financial Institution.

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Buyer means each person so specified in the Contract.

Capital Works Deduction means a deduction allowed under Division 43 of the Income Tax Act.

Certificate of Duty means the State Revenue Certificate of payment of Duty generated through Revenue Online.

Certificate of Title means the Certificate of Title held by Landgate.

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Seller (and if the Seller consists of more than one person, to each person who comprises the Seller) in respect of the sale of the Property.

Commissioner of State Revenue means the Commissioner of State Revenue specified in section 6 of the *Taxation Administration Act 2002* (WA).

Commissioner has the meaning given in the Tax Administration Act.

Contaminated Sites Act means the *Contaminated Sites Act 2003* (WA).

Contract means the contract between the Seller and the Buyer in which this document is incorporated and includes this document.

Contract Date means the date on which the last Party to sign the Contract signs it.

Corporations Act means the *Corporations Act 2001* (Commonwealth).

Crown Reservation means any of:

- (a) a reservation as defined in Section 3(1) of the Land Administration Act;
- (b) a covenant registered in accordance with Section 15 of the Land Administration Act;
- (c) a limitation, interest, encumbrance or notification recorded on a transfer of crown land in fee simple in accordance with the Land Administration Act; and
- (d) a reservation or clause contained in the Crown Grant of the Land.

Default Notice means a notice which:

- (a) specifies the default of a Party under the Contract;
- (b) requires the Party in default to remedy the default:
 - (1) within 10 Business Days after the date the notice is duly given or;
 - (2) within any longer period specified in the Notice; or
 - (3) if the Contract is a Terms Contract, within the time specified in Section 6(2) of the Sale of Land Act.

Default Party means a Party who the Non Default Party contends is in default under the Contract.

Deposit means money paid or payable under the Contract, as a deposit.

Deposit Claimant means a Party who issues a Deposit Holder Notice.

Deposit Financial Institution means a Financial Institution with which, if applicable:

- (a) the Seller Agent is authorised to invest trust money in accordance with the Real Estate Act;
- (b) the Seller Representative, being a Legal Practitioner, is authorised to invest trust money in accordance with the Legal Practitioners Act; and
- (c) the Seller Representative, being a Settlement Agent, is authorised to invest trust money in accordance with the Settlement Agents Act.

Deposit Holder means as applicable:

- (a) the Seller Agent or the Seller Representative to whom the Deposit is paid; and
- (b) if clause 1.3(b) or 1.4 applies the Legal Practitioner, Real Estate Agent or Settlement Agent who holds the Deposit.

Deposit Holder Notice means a Notice from the Deposit Claimant that:

- (a) specifies the Contract has been terminated;
- (b) states the basis on which it is contended that the Contract has been terminated;
- (c) states that the Deposit Holder is required to pay the Deposit to the Deposit Claimant; and
- (d) if the Deposit Respondent disputes that:
 - (1) the Contract has been terminated; or
 - (2) the Deposit should be paid to the Deposit Claimant,states that the Deposit Respondent must give Notice to the Deposit Claimant and the Deposit Holder within 5 Business Days of service of the Deposit Holder Notice as specified in clause 1.2.

Deposit Respondent means the party who is not the Deposit Claimant.

Depreciating Asset means an asset as defined in the Income Tax Act, except for an asset which attracts a Capital Works Deduction.

Depreciable Item means an item which is subject to depreciation under the Income Tax Act.

Dollars and **\$** means Australian dollars.

Duplicate Certificate of Title means the duplicate of the Certificate of Title issued by Landgate.

Dutiable Value has the same meaning as dutiable value in section 9 of the Duties Act.

Duties Act means the *Duties Act 2008* (WA).

Duty means duty payable under the Duties Act.

Duty Endorsed means an endorsement that:

- (a) Duty has been paid on the Contract or the Transfer; or
- (b) if applicable, the Contract and the Transfer are exempt from Duty, and in particular has the same meaning as duty endorsed as defined in the Duties Act.

Electricity Extension Scheme means the scheme established by Western Power known as the Contributory Extension Scheme under which Western Power agreed to construct an extension to the electricity supply to supply electricity to the Property.

Electricity Scheme Agreement means:

- (a) the agreement entered into with Western Power under which electricity was provided to the Property under the Electricity Extension Scheme; and
- (b) includes, if applicable, the agreement between the Seller and Western Power under which the Seller assumed the obligations of a former owner of the Property under an agreement as specified in subclause (a).

Encumbrance means a mortgage, easement, restrictive covenant, Title Restriction, caveat, Memorial and Rate Encumbrance and includes any right and interest which a person has in relation to the Property.

Financial Institution means a financial institution as defined in Section 3 of the *Cheques Act 1986* (Commonwealth).

Financial Year means each period commencing on 1 July in a year and ending on 30 June in the next succeeding year.

Future Lot Contract means a 'future lot contract' as defined in the Sale of Land Act.

Future Rate Outgoing means an Outgoing:

- (a) in respect to the Land; and
- (b) for which, as at Settlement an assessment has not been issued by an Authority in respect to the relevant Financial Year if the Outgoing is required to be adjusted at Settlement under the Contract.

GST means the goods and services tax payable under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

In Order for Dealing means that the Subdivision Plan has been initialled by an Inspector:

- (a) as being in order for dealing; and
- (b) in particular, as in order to enable the issue of a separate Certificate of Title for the Lot.

Income Tax Act means:

- (a) the Income Tax Assessment Act 1936 (Commonwealth); and
- (b) the Income Tax Assessment Act 1997 (Commonwealth).

Inspector means an officer of Landgate authorised to sign a Subdivision Plan as being In Order for Dealing.

Instalment means any money paid by the Buyer under the Contract in excess of the Deposit.

Instituted means, in relation to court proceedings, that:

- (a) a Party has commenced proceedings in a court; and
- (b) the originating process which commences those proceedings, has been served on the other Party.

Insurance Act means the *Insurance Act 1973* (Commonwealth).

Interest Amount means the amount specified in the Interest Notice.

Interest Default Party means the party who the Interest Party claims is liable to pay interest or compensation under clause 4.1 to 4.5.

Interest Notice means a notice from the Interest Party to the Interest Default Party in which the Interest Party claims interest or compensation from the Interest Default Party under clause 4.6.

Interest Party means a party who claims to be entitled to interest or compensation under clause 4.1 to 4.5.

Land means the land which the Seller has agreed to sell to the Buyer as described in the Contract including all improvements and other fixed improvements on that land.

Land Administration Act means the *Land Administration Act 1997* (WA).

Landgate means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006* (WA).

Land Tax means land tax payable under the Land Tax Act and includes, if applicable, Metropolitan Region Improvement Tax.

Land Tax Act means the *Land Tax Act 2002* (WA).

Lease means a lease or tenancy agreement in respect to the Property.

Legal Practitioner means an Australian legal practitioner or a law practice (as the context requires) as those terms are defined in the Legal Profession Act.

Legal Profession Act means the *Legal Profession Act 2008* (WA).

Loss includes a claim, judgment, order, financial loss, damages and costs.

Lot has the same meaning as the definition of lot in the Planning and Development Act.

Margin Scheme means the scheme described in Division 75 of the GST Act as the margin scheme.

Memorial means a Memorial lodged under an Act.

Metropolitan Region Improvement Tax means Metropolitan Region Improvement Tax as defined in the *Metropolitan Region Improvement Tax Act 1959* (WA).

Non Default Party means a Party who contends that another Party is in default under the Contract.

Notice means a notice as specified in clause 21.1.

Original Land means the land of which the Lot forms part.

Outgoing means:

- (a) all rates, taxes, charges (including fixed charges) and other similar expenses payable in relation to the Property (whether periodically or not); and
- (b) if the Land or any part is a Scheme Lot:
 - (1) each Scheme Contribution; and
 - (2) any money payable periodically under a lease, licence or other agreement referred to in clause 10.7,

but does not include a tax specified in the Income Tax Act, GST and Duty.

Party means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

Payment Party means the Party who is liable to pay damages or other money to the Successful Party arising from default under the Contract.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

Planning and Development Act means the *Planning and Development Act 2005* (WA).

Planning Commission means the Western Australian Planning Commission.

Possession Date means the date that is the earlier of:

- (a) the date Settlement occurs; and
- (b) the date on which the Buyer is given possession of the Property.

PPSA means the *Personal Property Security Act 2009* (Commonwealth).

PPSR PPSR means the register established and maintained pursuant to the PPSA and the PPS Regs.

PPS Regs means the *Personal Property Securities Regulations 2010* (Commonwealth).

Prescribed Rate means 9% per annum calculated daily.

Property means the Land and any Property Chattels.

Property Chattels means all items of property, except the Land and anything which forms part of the Land, which the Seller has agreed to sell to the Buyer under the Contract.

Property Condition Report means a report prepared by a Real Estate Agent or other person which records the condition of the premises the subject of a Lease:

- (a) as at the date of commencement of that Lease; or
- (b) at any time after the commencement of the Lease.

Purchase Price means the price payable for Property stipulated in the Contract.

Rate Encumbrance means a charge:

- (a) created over the Land by an Act; and
- (b) which arises from an Unpaid Rate Outgoing.

Real Estate Act means the *Real Estate and Business Agents Act 1978* (WA).

Real Estate Agent means a person who is:

- (a) defined in the Real Estate Act as a real estate agent; and
- (b) is licensed as a real estate agent under the Real Estate Act.

Remediated Site means the Land has been classified under the Contaminated Sites Act as 'remediated for restricted use' or 'contaminated - restricted use'.

Remediated Site Memorial means a Memorial lodged against the Land under the Contaminated Sites Act which classifies the Land under the Contaminated Sites Act as: 'remediated for restricted use' or 'contaminated - restricted use'.

Rent means rent and other money payable by a Tenant under a Lease.

Rent Period means each period under the Lease in respect to which the is required to pay Rent.

Representative means a person who is either a Legal Practitioner or a Settlement Agent and who has been appointed to act for a party in relation to the Contract or Settlement.

Residential Tenancies Act means the *Residential Tenancies Act 1987* (WA).

Restricted Use means the restriction on the use of the Land imposed under the Contaminated Sites Act.

Revenue Online also known as ROL means the system developed by State Revenue which enables Duty to be assessed and paid electronically.

Sale of Land Act means the Sale of Land Act 1970 (WA).

Seller means each person so specified in the Contract.

Seller Agent means a Real Estate Agent appointed to act on behalf of the Seller in respect to the sale of the Property.

Settlement means the completion of the sale and purchase of the Property in accordance with clause 3.

Settlement Agent means a person licensed as a settlement agent under the Settlement Agents Act.

Settlement Agents Act means the *Settlement Agents Act 1981* (WA).

Settlement Date means the date each Party must complete Settlement:

- (a) under clause 3.5; and
- (b) any other relevant provision of this document or of the Contract.

Specified Encumbrance means an Encumbrance specified in the Contract as subject to which the Property will be transferred.

State means the State of Western Australia.

State Administrative Tribunal means the Tribunal known as the State Administrative Tribunal established by the *State Administrative Tribunal Act 2004* (WA).

State Revenue means the office established by the Commissioner of State Revenue and known as the Office of State Revenue.

Subdivision Lot means the Land which is not a Lot, a Proposed Strata Lot or a Proposed Community Lot and which is the subject of the Contract.

Subdivision Land means the land which at the commencement of the Financial Year in which the Possession Date occurs:

- (a) includes the Land; and
- (b) from which, following subdivision, the Land is created as a separate Lot.

Subdivision Plan means a deposited plan which includes the Lot including if applicable, a Scheme Plan which includes the Proposed Strata Lot or the Proposed Community Lot (as applicable).

Successful Party means the party who is entitled to damages or other money from another party arising from default under the Contract.

Tax Administration Act means the *Taxation Administration Act 1953* (Commonwealth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation for GST purposes:

- (a) as a tax invoice; or
- (b) as a document entitling a recipient to an input tax credit.

Tenant means a person who is a tenant under a Lease.

Tenant Bond means:

- (a) money paid by the Tenant as a bond in respect to each obligation of the Tenant under a Lease; and
- (b) any other security provided by the Tenant under a Lease.

Terminated Party means the Seller or the Buyer who is not the Termination Party.

Termination Party means the Seller or the Buyer who has terminated the Contract as a result of the default of the Terminated Party under the Contract or the repudiation by the Terminated Party of the Contract.

Terms Contract means a terms contract as defined in the Sale of Land Act.

Threshold Amount means the amount which is set out in section 14-215(1)(a) of Schedule 1 to the Tax Administration Act for the purposes of an excluded transaction under that section.

Title Notification means:

- (a) any notification under Section 70A of the Transfer of Land Act; or
- (b) any notification under Section 165 of the Planning and Development Act, and which applies in respect to the Land.

Title Restriction means a Crown Reservation and a Title Notification.

Transaction Summary means the summary generated through Revenue Online which specifies:

- (a) the date the Contract was lodged on Revenue Online;
- (b) the Dutiable Value;
- (c) the date of assessment; and
- (d) the Duty assessed.

Transfer means the instrument required to transfer the Land to the Buyer in a form acceptable for registration by Landgate, subject to signing by all Parties.

Transfer of Land Act means the *Transfer of Land Act 1893* (WA).

Underground Power Rate means the charge, rate or other payment required from the owner of the Property by an Authority in relation to the provision of underground power.

Unpaid Rate Outgoing means an Outgoing in respect to the Land which, as at Settlement, is:

- (a) the subject of an assessment by an Authority; and
- (b) unpaid,

and is required to be adjusted under the Contract in relation to the Financial Year in which Settlement takes place.

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Buyer under section 14-200 of the Tax Administration Act.

Water Corporation means the statutory body corporate established under the *Water Corporation Act 1995* (WA).

Western Power means the statutory body corporate known as Western Power established under the *Electricity Corporation Act 1994* (WA).

Withholding Amount means the amount which the Buyer is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

26.2 Definitions - Strata and Community Titles Schemes

In this document, unless otherwise stated:

Administrative Fund Contribution means the normal and regular contribution levied by the Scheme Corporation:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - under Section 100(1) of the Strata Titles Act; or
- (b) if the Property is a Community Lot or a Proposed Community Lot - under Section 85(1) of the Community Titles Act,

in respect to the registered proprietor in respect of the Scheme Lot in relation to:

- (c) the control and management of the common property;
- (d) the payment of any premiums of insurance; and
- (e) the discharge of any other obligation of the Scheme Corporation.

Community Lot means the lot shown on a Community Scheme Plan the subject of the Contract.

Community Regulations means the Community Titles Regulations 2021 (WA).

Community Scheme Plan means a scheme plan (as defined in the Community Titles Act) if:

- (a) in the case of a Community Lot, the community plan has been registered at Landgate; or
- (b) in the case of a Proposed Community Lot, the community plan has not been registered at Landgate.

Community Titles Act means the Community Titles Act 2018 (WA).

Community Titles Scheme means the community titles scheme as defined in the Community Titles Act which applies in respect to the lots and common property which form part of the Community Scheme Plan.

Proposed Community Lot means a Lot shown on a Community Scheme Plan which on the Contract Date has not been registered at Landgate, the subject of the Contract

Proposed Strata Lot means a Lot shown on a Strata Scheme Plan which on the Contract Date has not been registered at Landgate, the subject of the Contract

Reserve Fund Contribution means a contribution levied by:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - the Scheme Corporation under Section 100(2) of the Strata Titles Act; or

- (a) if the Property is a Community Lot or a Proposed Community Lot - the Scheme Corporation under Section 85(1) of the Community Titles Act,

in respect to the registered proprietor of the Scheme Lot for a reserve fund for the purpose of accumulating funds to meet:

- (c) contingent expenses other than those of a routine nature; and
- (d) other major expenses of the Scheme Corporation likely to arise in the future.

Scheme Contribution means:

- (a) an Administrative Fund Contribution; and
- (b) a Reserve Fund Contribution.

Scheme Corporation means:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - the strata company as defined in the Strata Titles Act which applies in respect to the Strata Lot or Proposed Strata Lot; or
- (b) if the Property is a Community Lot or a Proposed Community Lot - the community corporation as defined in the Community Titles Act which applies in respect to the Community Lot or Proposed Community Lot.

Scheme Lot means a Strata Lot or a Community Lot (as applicable).

Scheme Plan means a Strata Scheme Plan or a Community Scheme Plan (as applicable).

Section 102(6)(b) Strata Notice means a notice concerning the purpose of and the amount of expenditure proposed for the Strata Titles Scheme as specified in Section 102(6)(b) of the Strata Titles Act.

Strata/Community Scheme means a Strata Titles Scheme or a Community Titles Scheme (as applicable).

Strata Lot means the lot shown on a Strata Scheme Plan the subject of the Contract.

Strata Regulations means the Strata Titles (General) Regulations 2019 (WA).

Strata Scheme Plan means a strata plan or survey-strata plan (as those terms are defined in the Strata Titles Act) if:

- (a) in the case of a Strata Lot, the strata plan or survey-strata plan has been registered at Landgate; or
- (b) in the case of a Proposed Strata Lot, the strata plan or survey-strata plan has not been registered at Landgate.

Strata Titles Act means the *Strata Titles Act 1985* (WA)

Strata Titles Scheme means the strata titles scheme as defined in the Strata Titles Act which applies in respect to the lots and common property which form part of the Strata Scheme Plan.

26.3 Strata Titles Act

Words which:

- (a) are not defined in clause 26.1 or 26.2; but
 - (b) are defined in the Strata Titles Act,
- have the meaning given in the Strata Titles Act.

26.4 Community Titles Act

Words which:

- (a) are not defined in clause 26.1 or 26.2; but
 - (b) are defined in the Community Titles Act,
- have the meaning given in the Community Titles Act.

26.5 GST Act

Words which:

- (a) are not defined in clause 26.1; but
 - (b) are defined in the GST Act,
- have the meaning given in the GST Act.

26.6 PPSA

Words which:

- (a) are not defined in clause 26.1; but
 - (b) are defined in the PPSA,
- have the meaning given in the PPSA.

26.7 Citation – 2022 General Conditions

This Joint Form of General Conditions for the Sale of Land 2022 Revision may be cited as the '2022 General Conditions'.

26.8 Interpretation

In this document and the Contract, unless the context otherwise requires:

- (a) the Seller and the Buyer must:
 - (1) comply with their respective obligations under the Contract; and
 - (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the other;
- (b) subject to subclause (a), each reference to the Seller and the Buyer includes as applicable:
 - (1) the successors of a company or corporation; and
 - (2) each legal personal representative of the Seller and the Buyer;
- (c) reference to an Authority includes a reference to:
 - (1) an officer of that Authority; and
 - (2) any other Authority and any officer of that other Authority which performs the same or a similar function to the Authority;
- (d) reference to a thing includes the whole and any part of that thing;
- (e) reference to the singular includes the plural and vice versa;
- (f) headings to clauses do not affect the interpretation of the Contract or this document;
- (g) if the Buyer or the Seller and any other person who is a Party consists of more than one person, then each of the two or more persons are liable both jointly and severally;
- (h) reference to a person includes reference to:
 - (1) a natural person;
 - (2) a company; and
 - (3) a body corporate constituted under any Act;
- (i) if something must be done by or on a day which is not a Business Day, the day by or on which that thing must be done is the next Business Day;
- (j) if a period of time is required to be calculated from or after a specific day, or from or after a day on which a specific event occurs, that day must not be included in the period;
- (k) if a period of time is expressed to expire on or continue until a specified date, that date is included in the period;
- (l) all warranties and representations continue to have effect after Settlement;
- (m) reference to being entitled to possession of the Property includes being entitled to Rent from the Property;
- (n) reference to a document being signed or to a Party being obliged to sign a document, is treated as requiring that the document be:
 - (1) executed by a company or body corporate; or
 - (2) signed by a natural person,in a manner which is:
 - (3) legally effective (including under the *Electronic Transactions Act 2011* (WA)); and
 - (4) if the document is required to be registered by Landgate, then in a manner acceptable for registration;
- (o) reference to an Act includes:
 - (1) any change to that Act or, if the Act is repealed, the Act replacing it; and
 - (2) all subsidiary legislation under that Act;
- (p) reference to a clause is a reference to a clause in this document; and
- (q) reference to a subclause is a reference to a subclause in the clause in which the reference occurs.

JOINT FORM

This form of general conditions for the sale of land has been adopted jointly by The Law Society of Western Australia (Inc) and The Real Estate Institute of Western Australia (Inc). The copyright of these Conditions is the joint property of The Law Society of Western Australia (Inc) ("the Society") and The Real Estate Institute of Western Australia (Inc) ("REIWA") and neither the form nor any part of it may be used or reproduced without the consent of the Society and REIWA.

05/22