

Invoice date	Supplier	Invoice	Service	Amount	GL	Payment date	Treasurers comments
11/1/2023	Rigcom	31728	Install white flashing over joint	\$1,738.44	RMROOF	17/01/2023	
10/1/2023	Complete Essential Fire & Air	INV-32188	January 2023 - Fire Maintenance Service	\$1,160.59	FIREMAI-AD	17/01/2023	
9/1/2023	Sprayjet	IV00008048	Removal of graffiti from substation	\$242.00	RMGEN	17/01/2023	
2/1/2023	Point Facilities	INV-0885	January 2023 - Facilities Management	\$9,306.92	BUILDMAN	17/01/2023	
1/1/2023	Water Tight - ACT	INV-9402	January 2023 - Plumbing Maintenance Agreement	\$420.50	PLMAINT-AD	17/01/2023	
1/1/2023	GymQuip Fitness	INV-9856	Jan to Dec 2023 - Prev maintenance	\$3,135.00	CYMCONTR	17/01/2023	
31/12/2022	Cool Pools of Canberra	INV-1144	December 2022 (Pool Maintenance)	\$3,365.50	POOLCO-AD	17/01/2023	
31/12/2022	M&M Rolfe Cleaning Serv P/L	INV-6237	December 2022 (Consumables)	\$86.46	CLEANCO-AD	17/01/2023	
30/12/2022	Icon Water Limited	999926068702-30/12/22	Water Rates 29/09/2022-29/12/2022 (6614KL used)	\$15,190.15	WATER	17/01/2023	
30/12/2022	M&M Rolfe Cleaning Serv P/L	INV-6134	Cleaning internal windows on 1,2,5 December 2022	\$1,736.35	CLEAN&BM	17/01/2023	
30/12/2022	M&M Rolfe Cleaning Serv P/L	INV-6216	December 2022 - General Cleaning Services	\$15,344.05	CLEANCO-AD	17/01/2023	
30/12/2022	M&M Rolfe Cleaning Serv P/L	INV-6134	Cleaning internal windows on 1,2,5 December 2022	\$1,736.35	CLEAN&BM	10/1/2023	
20/12/2022	All Seasons Horticultural	INV-23509	December 2022 - Garden Contract	\$1,593.55	GARDCO-AD	22/12/2022	
19/12/2022	Maritex Commercial Pty Ltd	INV-69320	3-Monthly Light Run (December 2022)	\$440.00	ELECTCONTR	22/12/2022	
12/12/2022	All Seasons Horticultural	INV-23411	Repair 5 Faults in Dripper Line and Shrubblers	\$440.00	GARDMA	22/12/2022	
8/12/2022	Insrg Techne	I0308021	Pool Repairs: 40g Internal Cell	\$1,010.35	RMPOOL-AD	15/12/2022	
2/12/2022	Point Facilities	INV-0864	December 2022 - Facilities Management	\$9,306.92	FACMAN	15/12/2022	
2/12/2022	Complete Essential Fire & Air	INV-31640	Fire Maintenance - Sprinklers/Pumps/Fire Alarm & EWIS	\$1,160.59	FIREMAI-AD	15/12/2022	
2/12/2022	Maritex Commercial Pty Ltd	INV-69070	Repair bollard light and modified spa light	\$418.00	RMELECT	15/12/2022	
2/12/2022	Complete Essential Fire & Air	INV-31113	Diesel pump service	\$2,530.00	FIREMAI-AD	15/12/2022	
30/11/2022	Cool Pools of Canberra	INV-0875	November 2022 (Pool Maintenance)	\$2,416.85	POOLCO-AD	15/12/2022	
30/11/2022	Water Tight - ACT	24834	WO247: Multiple Plumbing Issues	\$1,851.00	RMPLUMB-AD	15/12/2022	
30/11/2022	M&M Rolfe Cleaning Serv P/L	INV-6077	November 2022 - General Cleaning Services	\$15,344.05	CLEANCO-AD	15/12/2022	
30/11/2022	M&M Rolfe Cleaning Serv P/L	INV-6093	High pressure clean of front area walls	\$1,083.50	CLEAN&BM	15/12/2022	
25/11/2022	Water Tight - ACT	24559	Basement leak above U23 car space	\$291.00	RMPLUMB-AD	15/12/2022	
25/11/2022	All Seasons Horticultural	INV-23400	November 2022 (Garden Contract)	\$1,593.55	GARDEN	15/12/2022	
25/11/2022	Water Tight - ACT	24558	U27: Investigate water hammer	\$291.00	RMPLUMB-AD	15/12/2022	
23/11/2022	Royal Pest Control	92408	45 x rodent bait station service	\$275.00	PESTCONT	15/12/2022	
22/11/2022	Maritex Commercial Pty Ltd	INV-68920	WO246: Replace emergency lights	\$4,125.00	RMPLUMB-AD	15/12/2022	
21/11/2022	Point Facilities	INV-0858	Non-slip markers on weights gym floor	\$84.37	RMGEN	15/12/2022	
17/11/2022	Origin Energy 130112	900001308742-17/11/22	Electricity - June to November 2022	\$45,221.56	ELECT	15/12/2022	
14/11/2022	Canberra Sweeping	505	Basements 1 & 2 clean	\$2,909.50	CLEAN&BM	15/12/2022	
14/11/2022	Point Facilities	INV-0853	Welded extensions for forklift arms	\$531.30	RMGEN	15/12/2022	
9/11/2022	Seda Services ACT	33701	October 2022 HVAC Maintenance	\$1,144.00	HVAC	15/12/2022	
9/11/2022	Complete Essential Fire & Air	INV-31202	Fire - Maintenance Contract (isolated basement for basement	\$396.00	FIREMAINT	15/12/2022	
7/11/2022	Maritex Commercial Pty Ltd	INV-68689	Common Area lighting repairs (November 2022)	\$1,270.50	RMELECT	15/12/2022	
4/11/2022	Complete Essential Fire & Air	INV-30976	November 2022 - Fire Maintenance	\$1,160.59	FIREMAINT	15/12/2022	
4/11/2022	Coverforce	55994	Insurance 05/11/2022-05/11/2023	\$99,934.71	INS PREM	15/12/2022	
4/11/2022	Coverforce	55998	Machinery Breakdown Insurance 05/11/2022-05/11/2023	\$7,067.50	INS PREM	15/12/2022	
3/11/2022	Otis Elevator	1876025	31/10/22 to 31/12/22 maintenance contract	\$181.07	LIFTCONTR	15/12/2022	
2/11/2022	Point Facilities	INV-0835	November 2022 - Facilities Management	\$9,079.92	FACMAN	15/12/2022	
1/11/2022	Water Tight - ACT	INV-9253	October 2022 - Plumbing Maintenance Agreement	\$420.50	PLMAINT	15/12/2022	
31/10/2022	M&M Rolfe Cleaning Serv P/L	INV-5927	October 2022 General Cleaning Services	\$15,344.05	CLEANCONTR	15/12/2022	
31/10/2022	Cool Pools of Canberra	INV-0586	October 2022 - Pool Maintenance	\$3,542.10	POOLCON	15/12/2022	
26/10/2022	Water Tight - ACT	24154	October 2022 Plumbing - Maint. Contract	\$3,707.00	PLMAINT	15/12/2022	
26/10/2022	Water Tight - ACT	24560	Plumbing - blocked drain Pool Bathrooms	\$381.00	PLMAINT	15/12/2022	
26/10/2022	Point Facilities	INV-0822	Replace sauna lights October 2022	\$199.10	RMGEN	15/12/2022	
25/10/2022	Rope Access	15582	Window cleaning October 2022	\$19,690.00	CLEANWIN	15/12/2022	
25/10/2022	Canberra Southern Cross Club*	9325202	Room Hire 2022 AGM 2 November 2022	\$650.00	ROOMMH	15/12/2022	
20/10/2022	Cool Pools of Canberra	INV-0513	September 2022 Pool Maintenance	\$2,054.40	POOLCON	15/12/2022	
17/10/2022	Fermax ACT	404	50 x teardrop key fobs	\$660.00	KEYREMOT	15/12/2022	
13/10/2022	Seda Services ACT	32906	September 2022 - HVAC - Monthly Maintenance	\$1,144.00	HVAC	15/12/2022	
10/10/2022	OIA Group Pty Ltd	181868	2022 - 2023 Insurance Valuation	\$2,257.00	INSVAL	15/12/2022	
6/10/2022	Otis Elevator	528556	Replace 3 x broken lift buttons in Lift #3	\$132.00	RMLIFT	15/12/2022	
6/10/2022	Maritex Commercial Pty Ltd	INV-68192	WO194: replace 3 x corridor lights	\$1,925.00	RMELECT	15/12/2022	
4/10/2022	Capital Doorworks	23991	20 Remotes to be Supplied and Programmed	\$1,620.00	KEYREMOT	15/12/2022	
3/10/2022	Point Facilities	INV-0814	Attendance at EC Meeting 21/09/22	\$319.00	FACMAN	15/12/2022	
2/10/2022	Point Facilities	INV-0806	October 2022 - Facilities Management Services	\$9,079.92	FACMAN	15/12/2022	
1/10/2022	Complete Essential Fire & Air	INV-30317	October 2022 - Monthly Fire Maintenance	\$1,160.59	FIREMAINT	15/12/2022	
1/10/2022	Water Tight - ACT	INV-9175	October 2022 - Plumbing Maintenance	\$390.50	PLMAINT	15/12/2022	
30/09/2022	Inside Outside	75324	Public Holiday Bin Services 22 September Queens Memorial Di	\$508.20	CLEANCONTR	15/12/2022	
30/09/2022	Icon Water Limited	999926068702-30/09/22	Water Rates 29/06/2022-27/09/2022 (6599KL used)	\$15,060.39	WATER	15/12/2022	
30/09/2022	M&M Rolfe Cleaning Serv P/L	INV-5769	September 2022 - M & M Rolfe 1st month (part payment)	\$1,770.45	CLEANCONTR	15/12/2022	
30/09/2022	M&M Rolfe Cleaning Serv P/L	INV-5894	September 2022 - Consumables (Toilet Paper)	\$129.69	CLEANCONTR	15/12/2022	
30/09/2022	Rigcom	31526	Installation of Height Safety System	\$7,776.32	RMROOF	15/12/2022	
16/09/2022	Insrg Techne	R & M Pool Services Septe	September 2022	\$1,972.08	POOL	15/12/2022	
16/09/2022	Insrg Techne	I035499	R & M Pool (September 2022)	\$1,972.08	POOL	15/12/2022	
12/9/2022	ACT Doorland	A161622	Impact damaged curtain: carpark roller shutter - Incident occu	\$880.00	RMGARA	15/12/2022	
1/9/2022	Inside Outside	74649	September 2022 - General Cleaning Services	\$13,994.20	CLEANCONTR	15/12/2022	
19/08/2022	Otis Elevator	525457	AH Callout: Door time close fault	\$1,117.60	RMLIFT	15/12/2022	
18/06/2022	CMB Resourcing*	INV-999-544	Signage for gym & pool areas	\$1,980.99	SIGN	15/12/2022	
16/06/2022	Insrg Techne*	I033333	Rebuild of two pool heaters	\$2,918.80	POOL	15/12/2022	
28/09/2021	Otis Elevator	504186	AH call on 18/9/21	\$1,117.60	RMLIFT	15/12/2022	

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4787

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 22 February 2022

Tick applicable box, or both boxes if applicable:

Regularly convened

The general meeting was regularly
convened (not following any
adjournment under UTMA s 3.9(3)
or (6)(a), part 3.1, schedule 3).

**Convened after
adjournment**

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

[If there is insufficient space here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decision
22 February 2022	See attached

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details
shown in the records of the owners corporation.

.....
[Affix owners corporation seal in accordance with the corporation articles]



[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 *When does a reduced quorum decision take effect?*

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 *How may reduced quorum decisions be disallowed?*

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3).

The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 *How may reduced quorum decisions be confirmed?*

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 *How may reduced quorum decisions be revoked?*

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

MINUTES OF THE ANNUAL GENERAL MEETING

OF THE OWNERS OF UP 4787

'THE IVY'

15 IRVING STREET, PHILLIP, ACT, 2606

Venue: Apollo Room, Hellenic Club, Matilda Street, Phillip

Date: Tuesday, 22 February 2022

Time: 5:30 PM

Present:

K McPherson	(Unit 11)	J H Van Der Berg	(Unit 101)
K E Johnston-Sims	(Unit 18)	R A Ungerer	(Unit 133)
P Kleanthos	(Unit 19)	A G Taylor	(Unit 148)
D Balfour	(Unit 29)	L Hunt	(Unit 149)
N Dharmagari	(Unit 31)	A M Gahan	(Unit 160)
N E Dubow	(Unit 36)	N E Brownette	(Unit 162)
L J Caldicott	(Unit 41)	P & C S C Fenton	(Unit 180)
A M & A J Campbell	(Unit 43)	T Weir	(Unit 181)
M M Owen	(Unit 48)	B N Caddick	(Unit 183)
J M O'Brien	(Unit 52)	J A & D M MacPherson	(Unit 208)
P E Stephenson	(Unit 61)	C & M Wiltshire	(Unit 222)
E C Collyer	(Unit 75)	B J Goodwin	(Unit 229)
G G & A M Guest	(Unit 79)	K J Wettern	(Unit 241)
J A Elborne	(Unit 80)	P H & P M Meany	(Unit 247)
D J Haggart	(Unit 85)	B A & C L Stoker	(Unit 256)
P A Stanton	(Unit 86)	K F O'Brien	(Unit 259)
C R Roper & C L Burton	(Unit 87)	C I Tulley	(Unit 260)
C L Howe	(Unit 91)	G D Knobel	(Unit 262)
D A & F Brown	(Unit 94)	D C McLean	(Unit 264)
M A & A O'Brien	(Unit 98)	C & M Wiltshire	(Unit 272)
		R Mavin	(Unit 275)

Apologies: A Voerman Batty (Unit 240)

Absentees:

B M Bissett	(Unit 8)	Abstained (M3), IFO all other motions
J J & S C Ferguson	(Unit 63)	IFO All Motions
F Leonardi	(Unit 227)	Abstained (M12), IFO all other motions
P J Henry	(Unit 108)	IFO All Motions
J L Abma	(Unit 242)	Abstained (M3), IFO all other motions
C E Bond	(Unit 263)	IFO All Motions

Proxies:

G & PG Hutchison	(Unit 27)	IFO Chairperson
S Y Ng	(Unit 121)	IFO Chairperson

A D Vidinovski	(Unit 212)	IFO Chairperson
L C McCauley	(Unit 225)	IFO Chairperson
A K Hewitt	(Unit 50)	IFO Chairperson
J M Campbell	(Unit 152)	IFO Chairperson
D & K Lewis	(Unit 261)	IFO Chairperson

In Attendance: A Thomas, Senior Strata Manager (Vantage Strata)
M Benedetti, Building Manager (Point FS)
A Stael, Scribe (Vantage Strata)

Quorum: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note – *Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that C Tulley (Unit 260) chair the meeting, all proxies and apologies were accepted as presented. Noting the Reduced Quorum, the meeting formally opened at 05:45PM.

CHAIRPERSONS REPORT

C Tulley briefly discussed the Annual Chairs Report for 2020-2021 which was circulated prior to the AGM. A copy of the report can be found on the BuildingLink portal.

NEW STRATA AND FACILITIES MANAGERS

The Special General Meeting on 5 October 2021 agreed to appoint Vantage Strata as the new Strata Manager and Point Facilities Solutions as the new Facilities Manager for a period of three years, commencing 2 December 2021. Both contracts were signed on 2 November 2021 and are available on BuildingLink.

Representatives of both companies are available to answer questions.

- K O'Brien (Unit 259) outlined the current platform, Building Link, was clunky and that there may be a need for an update in the online software. Additionally, K O'Brien

requested for the Strata Manager to consult with Vantage Management on other solutions.

- It was noted by M Benedetti the building condition report has already been completed and will be attached to the most recent Executive Committee Meeting Minutes, from the meeting held Thursday 17 February 2022.

PARCEL STORAGE

The Executive Committee have been reviewing options for improvement of the current parcel storage arrangements. There are currently two options being assessed.

Option 1: Constructing a Secure Storage Room

The proposal would involve construction of a storage room matching Ivy architectural aesthetics in the entrance foyer where parcels could be stored until collected by residents. The location identified is behind the table and lounge in the foyer on the left-hand side after first entering the foyer, with the current furniture being retained by moved sideways to accommodate. This room would have access control via a fob for added after-hours security.

Option 2: Installing a Remotely Monitored Parcel Locker System Through Taylr Industries (<https://www.taylr.com.au/>).

This proposal would incur some preparation costs for the Ivy in order to make power and data services available, a modest ongoing annual license fee, and an expectation from Taylr that 50% of Ivy residents opt-in to the service by creating an online account with Taylr.

The Committee is exploring the exact cost details of both options, which will be presented to all Owners for feedback through the Survey platform in Building Link.

- It was noted by multiple owners that a consultation will be required prior to implementing the building lockers, and that it is important to seek different ideas, including the option for none of the above suggestions to be implemented.
- C Tulley assured members that further consultation will occur with owners and that that the option for owners to choose not to proceed with either of these proposals was available.

ADEQUACY OF AUTHORISATIONS, DELEGATIONS AND APPOINTMENTS

It is noted that the incoming Executive Committee will make any necessary changes to current authorisations, delegations and appointments during the year and require these to be notified to the Owners Corporation via Executive Committee minutes.

This includes but is not limited to:

- Delegation of duties to EC members;
- Appointment to EC Sub-committees;
- Facilities Manager authorisations; and
- Access to The IVY privacy systems (CCTV, Fob access etc).

ADOPTION OF MINUTES (ORDINARY RESOLUTION)

MOTION 1: *It was resolved that the minutes of the Special General Meeting held on 5 October 2021 be confirmed.*

Motion Carried

INSURANCE (ORDINARY RESOLUTION)

The Ivy Owners Corporation holds Building Insurance for all defined parts of the buildings as well as Public Liability insurance over the common property as per the relevant Product Disclosure Statement (available on BuildingLink) as required under the Unit Titles (Management) Act 2011.

It would be prudent for Owners to consider and seek appropriate qualified advice if they require additional insurance. Such advice could extend (but is not limited) to contents within the unit, floating floors, carpets, public liability cover within the unit and its subsidiaries as well as landlord's insurance.

The insurance cover held by the Owners Corporation is summarized as follows:

Insurance Company	CHU Underwriting Agencies Pty Ltd
Policy Number	HU0000020810
Period of Insurance	5 Nov 2021 to 5 Nov 2022 at 4.00pm
Premium paid	\$78,151.74
Building Sum Insured	\$130,000,000
Public Liability Sum Insured	\$20,000,000
Office Bearers' Liability Sum Insured	\$1,000,000
Lot Owners' Fixtures and Improvements Sum Insured (per lot)	\$250,000
Claim excess	\$1,000.00

Insurance Valuation

Dated: 27 July 2021
Prepared By: QIA Group
Recommended Insurance Value: \$130,000,000

The Owners Corporation has not been advised of any outstanding insurance claims on these policies.

For the purposes of disclosure, Vantage Strata utilise an insurance broker to provide referral advice when placing policies. From time-to-time Vantage Strata will share in commissions earned by the broker from the insurance company with whom the policy is placed.

MOTION 2: *It was **resolved** that the Owners Corporation authorise the Executive Committee to:*

- a) *Obtain an updated insurance valuation for The Ivy, for formal adoption by the Executive Committee;*
- b) *Instruct the Strata Manager to obtain quotations for the renewal of this insurance policy before it falls due on 5 November 2022; and*
- c) *Place and/or renew this insurance policy on terms the Committee considers appropriate.*

***Motion Carried
(No Dissent Noted)***

2020-21 FINANCIAL STATEMENTS (ORDINARY RESOLUTION)

- D Mclean presented an overview of the financial report, noting that the discrepancy found in the previous financials did not affect the audit conducted by Kelly & Partners.
 - o It was noted that during an audit, only income and expenditures are measured, therefore the discrepancy in the proposed budget did not have an affect on the audit, as per Kelly & Partners advice.
- D Mclean noted that the budget provided by Civium had different figures in the special levy and contingency funds than expected.
- K O'Brien asked multiple questions regarding the use of the Building Improvement fund and the future of the Sinking Fund. These questions were discussed at length and it was noted by D Mclean that a policy for the re-evaluation of the sinking fund is in the development stage and will be discussed at the next EC meeting
 - o K O'Brien noted the importance of balancing long and short term in the admin and sinking fund.

MOTION 3: *It was **resolved** that the audited financial accounts of Units Plan 4787 for the period 2 December 2020 to 1 December 2021 as presented are accepted.*

***Against – Unit 256 & 259
Motion Carried***

AMEND THE FINANCIAL YEAR (ORDINARY RESOLUTION)

MOTION 4: *It was **resolved** that the Owners Corporation:*

- a) *Agree to change the financial year for Units Plan 4787 to 1 October – 30 September the following year (instead of 2 December – 1 December); and*
- b) *Agree to an interim financial year for 2021-22 from 2 December 2021 to 30 September 2022 (10 months).*

Motion Carried

2021-22 ADMINISTRATION BUDGET (ORDINARY RESOLUTION)

- It was noted by D Mclean that the proposed budget is very similar to the 2020-2021 budget. D Mclean noted he applied a contingency of 5% to this years' budget to cater for ongoing uncertainty of actual costs.
- A member requested the Committee consult with Owners surrounding the drafting of the budget. It was noted the financial and budget data is shared with all Owners in Committee minutes and the Owners Corporation delegated this to the Committee under the Office Bearers roles.
- A question was raised regarding available for funds for building improvements such as the parcel storage room if pursued. The treasurer confirmed the funding available would include the unspent funds raised by the 2020 special levy (approx. \$10,000) and the 2021-22 building improvement budget line.
- A question was raised regarding any other potential capital expenditure this financial year. The treasurer advised that a requirement had emerged for a garbage hopper electric tow or electric pallet truck to move the large blue hoppers around the basement as the fully loaded large hoppers are very heavy. The EC had not yet determined how this expense would be funded.
- It was reiterated, another AGM would be held in October due to the approval of the financial year amendment.

MOTION 5: *It was resolved that the Owners Corporation:*

- Agree the Administrative Fund budget (General Contribution Schedule) for the 2021-22 financial year is \$1,090,437.21, inclusive of GST, equivalent to \$109.04 per unit of entitlement (UOE), inclusive of GST; and*
- Agree that Administrative Fund levy contributions are to be paid in regular quarterly instalments on 01 Mar 22, 01 Jun 22, 01 Sep 22, and 01 Dec 22.*

Motion Carried

2021-22 SINKING FUND CONTRIBUTION (ORDINARY RESOLUTION)

- D Mclean advised the sinking fund plan was approved at the last AGM and approving the sinking fund annual levies will become part of a rolling process in coming years.
- Responding to questions it was noted that sinking fund and administrative fund levies agreed at this AGM are subject to review and possible change at the AGM to be held later in the 2022 year.
- C Tulley noted that reviewing the current sinking fund plan is a priority as there are concerns with the adequacy of the current plan.
- K O'Brien offered to assist the Executive Committee with conduct a sinking fund review noting that he was concerned about the adequacy of the current fund and had already assisted with the drafting of a revised plan whilst a member of the EC.

MOTION 6: *It was resolved that the Owners Corporation:*

- a) *Agree that a contribution of \$165,000, inclusive of GST, equivalent to \$16.50 per unit of entitlement (UOE), inclusive of GST, be made to the Sinking Fund for the current financial year as per the agreed 2020 Sinking Fund Forecast Report; and*
- b) *Agree that Sinking Fund levy contributions are to be paid in regular quarterly instalments on 01 Mar 22, 01 Jun 22, 01 Sep 22, and 01 Dec 22.*

Motion Carried

APPOINTMENT OF AUDITOR FOR 2021-22 (ORDINARY RESOLUTION)

MOTION 7: *It was resolved that the Owners Corporation authorise the Executive Committee to:*

- a) *appoint an auditor and have the financial statements audited at the end of the current financial year; and*
- b) *submit these audited financial accounts to the next Annual General Meeting.*

Motion Carried

FIRE SAFETY REVIEW (ORDINARY RESOLUTION)

- M Benedetti advised the fire review was conducted prior to Point FS commencement. He noted as well that the motion is to allow for reassessment of the fire system of the building, given the prior report identified several issues with the fire safety equipment.
- Fire safety in the building was discussed at length. There were multiple questions about an emergency management plan for Ivy, Personal Emergency Evacuation Plans (PEEPs), and the length of fire protection in the apartments and stairwells. There were concerns over lack of information for residents over what to do in case of a fire emergency.
- The drafting of an emergency management plan was discussed. It was noted that the plan was recommended and not a mandatory requirement. Drafting had not progressed since the last AGM due to resource challenges.
- It was recognised that a resident/owner welcome pack could be a good way to capture important Ivy fire safety information. The Owner of Units 36, N Dubow offered to assist with this task.
- A Thomas noted an annual fire safety certificate is not a requirement under ACT legislation.

MOTION 8: *It was **resolved** that the Owners Corporation:*

a) Notes that the 2021 CEFA The Ivy fire services equipment condition asset report, and associated Dysen fire engineering report, identified several shortcomings with The Ivy fire protection equipment.

b) Requires The Ivy Facilities Manager promptly address any outstanding issues raised in the reports identified above, and any The Ivy fire services equipment defects or issues raised throughout the year; and

c) Requires the Executive Committee to oversight Facilities Manager resolution of any The Ivy fire services equipment defects, issues raised in the above reports, or issues raised throughout the year.

Motion Carried

BUILDING DEFECTS (ORDINARY RESOLUTION)

MOTION 9: *It was **resolved** that the Facilities Manager, guided by the Executive Committee, progress rectification of outstanding building defects as a priority, and continue to monitor, record and manage emergent defects.*

Motion Carried

THE IVY MAINTENANCE PLAN (ORDINARY RESOLUTION)

MOTION 10: *It was **resolved** that the Owners Corporation authorises the Executive Committee to appoint a suitable contactor to support further refinement of The Ivy maintenance schedule and to undertake development of the maintenance plan informed by this schedule.*

Motion Carried

MAINTENANCE OF SINGLE-UNIT UTILITY SERVICES (SPECIAL RESOLUTION)

MOTION 11: *It was **resolved** that the Owners Corporation:*

a) Agree by special resolution that, in accordance with Section 20 (1) (a) of the Unit Titles (Management) Act 2011, utility services and conduits in easements to a single unit or townhouse in Units Plan 4787 (ie outside individual apartment or townhouse

boundaries) are regarded as common property and the Owners Corporation is responsible for associated maintenance; and

b) *That the specific utility services addressed by this resolution are:*

- *Electrical power*
- *Hot and cold water*
- *Drainage and sewage*
- *Master antenna television (MATV)*
- *Fibre to the premises (FTTP) network*
- *Intercom*
- *Fire protection system sprinkler and audible emergency warning systems*

***Motion Carried
(No Dissent Noted)***

ELECTION OF NEW EXECUTIVE COMMITTEE (ORDINARY RESOLUTION)

- Members raised concerns over whether formal Executive Committee Member training was viable. K O'Brien requested that the code of conduct for the Executive Committee, Strata Manager and other governance structures be posted on building link.
- EC members J Jones and B Caddick were thanked for their contribution as they step down from the committee for the incoming year.

MOTION 12: *It was resolved that the Owners Corporation:*

- a) *Agree by ordinary resolution that the Executive Committee comprise of up to seven members;*
- b) *Note the call for nominations to the Executive Committee for 2021-22 was circulated on 10 January 2022 and that Vantage Strata has conducted a voting process prior to this Annual General Meeting;*
- c) *Require the Strata Manager to announce the results of the voting process; and*
- d) *Agree to elect the new Executive Committee members so appointed and require them to be inducted at their first meeting.*

Nominations Received and accepted, noting two vacancies:

D McLean, J O'Brien, A Campbell, C Tulley and T Vidinovski

Motion Carried

CONTRACTS AND SERVICE AGREEMENTS (ORDINARY RESOLUTION)

MOTION 13: *It was resolved that the Owners Corporation:*

- a) *Authorise the incoming Executive Committee (EC) to review any contracts/service agreements due for commencement or renewal before the next Annual General Meeting to ensure they continue to meet the needs of the Owners Corporation and appoint new contractors and service providers following a competitive tender process as necessary; and*
- b) *Require details of these appointments to be notified to the Owners Corporation via EC meeting minutes.*

Motion Carried

GENERAL BUSINESS

Embedded Network

A Unit Owner queried whether it was possible for alternate providers to be engaged for internet services. Members outlined the Fibre to the Premises (FTTP) active infrastructure was owned by OPENetworks and switching providers was challenging, as either a new company or the Owners Corporation would need to purchase and maintain the current active infrastructure from OPENetworks or purchase and maintain alternate infrastructure. Owners recommended Optus 5G as an alternative solution that provides good internet access without a lock in contract.

Access to Amenities

Members discussed an issue raised surrounding access and use of Ivy amenities by non-owner-occupiers, when the unit is formally tenanted. The Strata Manager advised there were potential clauses in tenancy agreements, specifically when managed through a management firm.

Some members present agreed that landlords who are renting their unit, should not have access to the common facilities. The Strata Manager advised that ACT legislation didn't strictly prohibit the access under private rental arrangements.

Owner Engagement

K O'Brien proposed to create an owner engagement forum, where feedback could be received from owners and issues/items could be discussed collectively, for presentation to the Executive Committee.

Pool Tiles

A Unit Owner outlined the tiles around the internal pool were slippery and queried whether further non-slip grips could be installed. The Building Manager outlined the building code

requires non-slip tiling to be installed around pool areas, however the slipperiness increases when wet.

The wooden boards around the outside pool were also noted as being quite hot to walk on during the summer periods and whether these could be replaced. The Building Manager outlined that the installed artificial (plastic) wooden decking installed is more common than actual wooden decking due to the reduced maintenance requirements. Some damage/splitting had been identified with the current boards and repair of these defects are being addressed.

MEETING CLOSURE

There being no further business, the meeting closed at 8:32PM.



MINUTES OF ANNUAL GENERAL MEETING 2021

OWNERS UNIT PLAN - 4787

**15 Irving Street
PHILLIP ACT 2606**

Held on :

Thursday, 18 February 2021 06:00 PM

Held at :

**Hellenic Club Woden - Olympus Room
Matilda Street, Woden ACT 2606**



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 4787

Held Thursday, 18 February 2021 6:00 PM at
Hellenic Club Woden - Olympus Room
Matilda Street, Woden ACT 2606

Present

Natalie Dwyer (Lot 252), Aidan G Fletcher & Rebecca A M Daley (Lot 2), Alexandra Kaitlin Hewitt (Lot 50), Andrew Rambow & Denise Rhonda Rambow (Lot 169), Andrew Vincent Benson (Lot 277), Angela Voerman Batty (Lot 240), Angy Marie Campbell & Andrew James Campbell (Lot 43), Anthony Di Placido (Lot 258), Ashan Arulchelvan Thevendirarajah (Lot 20), Belinda Anne Stuart (Lot 56), Bernard Anthony Stoker & Colleen Lorna Stoker (Lot 256), Beryl Joyce Goodwin (Lot 229), Boon Heo Lim & Soo Bee Lim (Lot 269), Brian Mcpherson (Lot 11), Bryan James Robertson & Brenda Robertson (Lot 172), Christopher Robin Roper & Cynthia Lynn Burton (Lot 87), Claire Elizabeth Bond (Lot 263), Claire Louise Howe (Lot 91), CMB Fund Management Pty Ltd ATF CMB Superannuation fund - Craig Wiltshire (Lot 222, Lot 272), Daniel James Fulton (Lot 39), Daniel John Haggard & Annamaria Zuffo (Lot 85), David A Brown & Frances Brown (Lot 94), David Lewis & Karen Lewis (Lot 261), Dean Hudson (Lot 167), Dennis Edward McAlister & Julie Ann McAlister (Lot 96), Donald Craig Mclean & Marie Therese Galea (Lot 264), Duncan Ross (Lot 235), Edward Emile Puric (Lot 254), Elizabeth Cheryl Collyer (Lot 75), Geoffrey David Knobel (Lot 262), Graham Geoffrey Guest & Annette Margaret Guest (Lot 79), Guy Hutchison & Patricia Gayle Hutchison (Lot 27), Helen Truong (Lot 223), Igor Srbinovski & Emily Srbinovska (Lot 6), Jack James Ferguson & Sam Cooper Ferguson (Lot 63), Jacqueline Claire Bunt (Lot 139), James Lynch (Lot 40), Jason Andrew Elborne Jones & Debra Joy Jones (Lot 80), Jed Andrew Goodfellow (Lot 245), Johannes Henrikus Van Der Berg & Linda Van Der Berg (Lot 101), John Alexander MacPherson & Donna May MacPherson (Lot 208), Joshua Gordon Pike (Lot 114), Julianne Mary O'Brien (Lot 52), Kathlon Pty Ltd ACN 008 542 087 atf J & K Bradley Super Fund ABN 18 371 294 (Lot 72), Kaveh Alizadeh Namini (Lot 45), Kevin F & Julia M O'Brien (Lot 259), Kim Louise Bryant (Lot 158), Kirren James Horne (Lot 53), Kui Foon Wong (Lot 93), Kurt John Plummer (Lot 266), Kurt Reiter & Annette Leanne May (Lot 270), Laura Jane Caldicott (Lot 41), Lawrence Christian McCauley (Lot 225), Lynette Hunt (Lot 149), Madeline Joy Dineen (Lot 129), Martin Denise & Belinda Nijole Caddick (Lot 183), Maximillian Wolthers & Maria Dolores Chicaiza Barros (Lot 271), Megan Lesley Barker (Lot 100), Michael Anthony O'Brien & Annette O'Brien (Lot 98), Michael Vincent Gahan & Ann Maree Gahan (Lot 160), Michelle Rita Tulley (Lot 260), Mr Jessie Angelo Miaga (Lot 178), Ms Angela Gai Taylor (Lot 148), Navaneeth Dharmagari (Lot 31), Nikola Josipovic (Lot 199), Patrick James Meany & Patricia Mary Meany (Lot 247), Paul Anthony Stanton & Margaret Kathleen Stanton (Lot 86), Paul Edwin Stephenson (Lot 61), Peter Fenton & Catherine Saw Choo Fenton (Lot 180), Rachel Laloz (Lot 150), Robert Alan Ungerer (Lot 133), Roger Martin Poels (Lot 92), Ryan Mavin & Rebecca Pollock (Lot 275), Samantha Harbecke Edwards (Lot 120), Shawn Paul Owens (Lot 147), Tegan R Packer (Lot 230), Terence Weir (Lot 182), Teresita Mangubat Heraghty (Lot 220), Tessa Mackay Mues & Ryan Alastair Eric Piper (Lot 216)

Civium Rep(s)	Mr J Smith (Civium Strata), Mr M Zezulka (Civium Strata)
Proxies	Rebecca Anne Laufer (Lot 124) for Ms A Campbell (43), Su Mei Van (Lot 202) for Ms A Campbell (43), Raffaella Paolucci (Lot 24) for Mr C Tulley.
Apologies	None
Voting Papers	Peter John Henry (Lot 108), Katherine Lee Laurie (Lot 117), Regan Barton & Melissa Brown (Lot 122), Svetlana Nicolaevna Korukina (Lot 181), Patrick Bugg & Timothy Thicknesse (Lot 196), Maggie Rose O'Neill & Caitlin Mary O'Neill (Lot 206), Anthony David Vidinovski (Lot 212), Theodore Putra Prawiradiraja & Carol Ann Jazelle Lumbre Ramo (Lot 215), Francesco Leonardi (Lot 227), Ashleigh Lauren Streatfield & Jacob Benjamin Shanks (Lot 228), Margo Helen Condoleon (Lot 244), Rachel Elizabeth Farrell & Martin Frank Farrell (Lot 273), Sylvain Max Van Gelder & Carol Mary Van Gelder & Anna-Louise Kimpton & Philip James Kimpton (Lot 78), Bernadette Mary Bissett (Lot 8), Joshua L Clifford & Mellisa M Behn (Lot 95)
Chairperson	Mr C Tulley

Reduced Quorum Meeting

MOTION	Motion for consideration
	Proceedings of Meeting
	<p><i>Meeting Opened 6:00pm</i></p> <p><i>As the meeting was running on a Reduced Quorum, it was agreed by all owners present to proceed with the meeting at 6:00pm to avoid a 30 min reduced quorum wait.</i></p> <p><i>The Chairperson opened the meeting with a run through of the evening.</i></p> <p><i>Civium explained the meeting protocol expectations.</i></p>
	Chairperson Report
	<p><i>The Chairperson acknowledged and thanks members of the Owners Corporation for their contributions with special acknowledgements to:</i></p> <ul style="list-style-type: none"> <i>- Mr Kevin O'Brien</i> <i>- Ms Coleen Stoker</i> <i>- Ms Margo Condoleon</i> <i>- Ms Angie Taylor</i> <i>- Mr Nathan Jones.</i> <p><i>ACAT Case</i> <i>Units Plan 4787 v FAN remains outstanding, last update was that a ruling will be handed down by the end of February.</i></p> <p><i>Communications</i></p>

	<p><i>Improved communicated have worked well, many thanks to:</i></p> <ul style="list-style-type: none"> - <i>Ms Angy Campbell</i> - <i>Ms Julie O'Brien</i> - <i>Ms Emily Srbinovska</i> <p><i>Supported over 20 EC and AGM preparation meetings and 3 town halls.</i></p>
1	Minutes (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <p>Agrees the minutes of the First Annual General Meeting of the Owners Corporation, held on 18 February 2020, are a true and accurate account of the proceedings at that meeting.</p> <p style="text-align: right;">For : 96 Against : 0 Abstained : 0 Motion Carried</p>
2	Insurance Renewal (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Confirms the CHU insurance policies renewed for 6 months on 5 November 2020 and agrees the coverage limits are adequate for the present. 2. Authorises the Executive Committee to review and decide on new insurance and coverage limits before renewal of these policies falls due. <p>Authorises the Strata Manager to effect these new statutory and additional insurance requirements of the Owners Corporation.</p> <p style="text-align: right;">For : 96 Against : 0 Abstained : 0 Motion Carried</p>
3	Insurance Claims (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Notes it has not been advised to date of any outstanding Insurance Claims on policies held by the Owners Corporation. 2. Requests unit owners to advise Civium Property Group of any new claims which may require lodgement against the Owners Corporation's insurance policy. <p style="text-align: right;">For : 96 Against : 0 Abstained : 0 Motion Carried</p>
4	Financial Statements and Accounting Records (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Adopts the financial statement of accounts for the year ending 1 December 2020; 2. Notes that administration fund expenditures for the year exceeded administration fund revenue by \$114,309.36 inclusive of GST; 3. Notes that given that the quarterly administration fund levies were maintained at year one rates for another quarter that expenditures for the additional quarter are expected to exceed revenue for the quarter by no more than \$28,577.34 inclusive of GST (average deficit amount for the last four quarters); 4. Notes that the Owners Corporation was only able to continue to pay bills as they became due because special funds raised for the CCTV system and building improvement contingency fund were used; and

5. Notes that the shortfall in funding will need to be corrected by a special levy of \$142,886.70 inclusive of GST.

4.1 Owners sought clarity regarding the use of the CCTV Special Levy. The Treasurer explained that the matter was identified when he accepted the role and worked with Civium in having it identified and resolved.

4.2 Owners sought clarity on how a deficit budget could be avoided into the future. Explained by the Treasurer that current committee have a strong understanding of the systems and finances now with Civium and the new budget being proposed to owners tonight will help Ivy move into a comfortable position again.

4.3 Mr J Smith (Civium) spoke to the meeting regarding the handling of Finances and the process of how funds were mis-represented between both the Special Purpose and Administrative Fund. It was understood that a Building Improvement fund was specifically setup for assisting in a potential deficit, rather than, what the mis-understanding was by Civium, having this to resolve an issue with the funds raised with the previous Treasurer in July 2020. Mr J Smith (Civium) apologised to the Owners Corporation.

4.4 Mr J Smith (Civium) further explained the hurdles that the Developers Budget was not able to foresee expenses, such as additional works with the Waste Collections. Civium or the Executive Committee could not have seen that the expenses could have exceeded in some line items within the first few months of residents moving in.

4.5 Owners asked why Civium knew of this issue in July 2020, while the Executive Committee as a whole discovered this late in 2020. This was identified to be with the mis-understanding during the Special General Meeting funds being raised under Motion 3 of that meeting.

4.6 Mr J Smith (Civium) explained that a developers budget cannot change by more than 5% from what was in the Sales Contracts. The Chairperson provided clarity to the Owners that Civium in fact has not cost the Owners corporation, but rather time for the Executive Committee to look into this matter.

4.7 Mr J Smith (Civium) clarified that Civium has not been drawing fees, as requested by the EC, since the mis-use of funds was identified and until such time that the Owners Corporation is financial again.

4.8 An owner requested that Civium consider some sort of compensation due to the financial circumstance the Owners Corporation finds itself in. Mr J Smith (Civium) advised that a discussion will be opened with the Executive Committee.

The OC sought clarification on a number of issues;

OC: Were owners asked if CCTV funds could be used for general admin funds?

Civium: No, however the Civium worked with the EC to determine an appropriate path forward.

- No vote was offered
- There were administrative issues within Civium
- Civium acknowledges they have breached the UTMA as a result of their actions

OC: How can the OC be confident that this situation will not arise again?

Civium: Civium did not cause the shortfall of funds.

EC Noted that moving forward the EC has developed a clearer understanding of the financials and processes under which we must operate.

OC: *Can Civium please respond to the previous question appropriately?*

Civium:

- *Bank Account issues in part led to the problems arising*
- *Civium had a lack of understanding as to what was being setup and when*
- *Civium did not lose any funds, simply put them in the wrong spot*
- *Staff within Civium mis-understood the use of the special levy funds*
- *Why a shortfall? Its challenging to forecast throughout a build schedule*

OC: *If the strata manager new of the financial problems in July why was it left to the EC to discover the problems in November?*

Civium: *There was a lack of understanding as to the magnitude of the problem.*

OC: *Who is the senior responsible person associated with the finance team within Civium?*

Civium: *Clair Yeung*

OC: *How can the OC have trust and faith in Civium?*

Civium: *Now that Civium is aware of the complete picture, Civium will work to oversee the ongoing management from the management layer down. There is now a team of 6 working on Ivy for strata management.*

OC: *Is the finance person a qualified accountant?*

Civium: *Yes, the finance person is a qualified accountant.*

OC: *Will Civium offer compensation or an apology for its actions?*

Civium: *Civium unreservedly apologises for the challenges faced, The owners of the business will be consulted in regard to compensation.*

OC: *Civium with all your experience, how is it that you could not forecast these issues?*

Civium: *Given the nature of the issues, it was not possible to forecast the problems*

OC: *Why are we paying an additional 5% to Civium?*

Civium: *The 5% may form a part of the compensation discussion, It's very clear from a Civium perspective there is a lot of ground to make up.*

For : 96 Against : 0 Abstained : 0 **Motion Carried**

5

2019-20 Admin Fund Shortfall Special Levy (SPECIAL RESOLUTION)

That the Owners Corporation:

1. *Resolve to strike a special levy in the amount of \$142,886.70 inclusive of GST (equivalent to \$14.29 per unit of entitlement)*
2. *Agrees that the special levy will be due and payable on the same date as the first quarterly levy instalment per Motion 6.*

5.1 *As the meeting is run on a reduced quorum, a covering letter will be included with the first levy to owners.*

5.2 *The Treasurer confirmed to the meeting that this will be a one-off levy contribution and not spread out across the usual quarterly levy repayment.*

OC: *Does the \$142,886 amount include the coverage of a shortfall of levies?*

EC: *No, the amount arrived at does not cover and is not intended to cover any levy shortfall (owners in arrears).*

OC: *What is the cash at bank at the moment?*
EC: *Cash at the bank is approx. \$80k, noting that there are invoices to be paid. Civium's invoices are all currently on hold.*

OC: *Can the OC be provided with an understanding as to how many apartments are behind in payments and for which levies?*
Civium: *Details are available upon request.*
EC: *Summary details are being included in EC meeting minutes*

For : 95 Against : 1 Abstained : 0 **Motion Carried**

6 Amend Levy Contribution Period (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Resolves to amend the Levy Contribution Period to 02/03/2021 – 01/03/2022.
2. Agrees the following due dates for quarterly levy payments apply:
 - 1st instalment - 2 March 2021
 - 2nd instalment - 2 June 2021
 - 3rd instalment - 2 September 2021
 - 4th instalment - 2 December 2021

6.1 *An owner requested that the Executive Committee and Civium examine the most appropriate financial year for the OC's accounts going forward*

For : 96 Against : 0 Abstained : 0 **Motion Carried**

7 Sinking Fund Forecast Adoption (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Notes the Strata Manager has obtained a professional forecast of Sinking Fund requirements to meet future capital expenses for the Ivy, as required at the first AGM held on 18 February 2020.
2. Agrees to adopt this Sinking Fund Forecast Report in calculating the future Sinking Fund levies of unit owners.
3. Authorises the Strata Manager to collect Sinking Fund levies on a quarterly basis at the same time as administrative fund levies.
4. Authorises the Executive Committee to monitor Sinking Fund requirements, with a substantive review to be conducted in not less than four (4) years.
5. Acknowledges that the Sinking fund levy contributions will not commence until March 2nd 2022.

7.1 *An owner raised concern with some items within the Sinking Fund Forecast, asking for a deferral in the motion and be revisited in a SGM.*

7.2 *Taken on notice that the Executive Committee shall review the Sinking Fund report proposed. Legislatively no motion is required for the Sinking Fund.*

7.3 *A request that a Maintenance Plan be prepared as this is relevant to updating the Sinking Fund Plan and presented to the Owners Corporation by the 2nd AGM after 01/11/2020, being the date of new legislation which introduced the Maintenance Plan.*

OC: *Please note, that the sinking fund levies will begin in 2022, not 2020 per the tables provided.*

EC: Noted.

OC: Please note, there is no provision for capital improvement in the sinking fund report.

EC: Noted.

OC: The sinking fund report received does not appear to cover the town houses

EC: Noted, EC will check to ensure all dwellings are covered.

OC: Recommends that another report be commissioned as the current report does not appear to be comprehensive.

EC: Noted.

OC: Wish to note the requirement of a formal maintenance plan.

EC: The OC/Ivy Operations & Maintenance (O&M) documentation currently has a number of maintenance plans that will form the basis of a formal maintenance plan.

OC: Request that a formal plan be developed and presented in a special general meeting.

EC: Noted.

For : 95 Against : 1 Abstained : 0 **Motion Carried**

8

Replacement and Additional Gym Equipment Special Levy (SPECIAL RESOLUTION)

That the Owners Corporation:

1. Notes that gymnasium equipment has been lost or stolen in the last 12 months and requires replacement.
2. Notes that purchase of additional equipment as outlined in the attached documents will replace lost items and contribute to a more functional weights gymnasium.
3. Notes that the attached list was compiled by the proposer and a group of ten unit owners.
4. Notes that noise issues associated with the weights gymnasium are being pursued separately.
5. Authorise the Executive Committee to form a sub-committee, and authorise that sub-committee to acquire the additional equipment, as listed.
6. Authorise a special levy to fund the procurement of the new and replacement equipment as specified in the attached list up to but not exceeding \$4,000.00 exclusive of GST (equivalent to \$0.40 per unit of entitlement).

The OC has identified that the gym facilities are excellent, there are enough costs and this additional equipment is not really needed.

OC: Is the EC aware that this motion has not been appropriately handled?

EC: Yes, the EC has made a determination that it was in the best interest of the OC to put this issue to a vote.

For : 40 Against : 56 Abstained : 0 **Motion Defeated**

9

2020-21 Admin Fund Budget (ORDINARY RESOLUTION)

That the Owners Corporation:

- Determines, in accordance with Section 75 of the Unit Titles (Management) Act 2011, that the Administrative Fund for the current financial year is fixed for the sum of:

General Contribution Schedule: \$1,028,560.27 Inclusive of GST

(all lots per Unit of Entitlement - equivalent to \$102.86 per unit of entitlement)

(b) Agrees that Administrative Fund contributions are to be paid in equal quarterly instalments according to the due dates agreed in Motion 6.

9.1 (a) *An owner wished to note that an amount of \$6,734.00 appears to be missing on the treasurer's budget for 2019-2020, versus the financials presented in Motion 4.*

9.1 (b) *The owner also wanted to note that contingency under the 2019-2020 amount budget of \$1877.69 should be below the line, otherwise the total of \$651,279.55 is incorrect.*

The Treasurer reviewed this information after the AGM, identified the issues being advised, and restated the issues as:

- *Incorrect financial information appears in the 2019-20 Budget column in the Proposed Admin Budget table (see motion 9 supporting information in the AGM pack):*
 - *A 2019-20 budget for Accounting Services Provision/ATO Compliance of \$6,734.00 was mistakenly omitted from the table.*
 - *The 2019-20 Contingency budget row of \$1,877.69 should appear in the Contingency row below the Sub-Total (ex GST) row, but above the Total (ex GST) row.*
 - *The correct 2019-20 Total Contribution Schedule Budget (GST inc) value should be recorded as \$718,472.96.*

An updated Proposed Admin Budget – 2020-21 table, with these issues identified above corrected, has been included as an enclosure to these minutes. The changes are highlighted in red. These changes have no impact on the proposed 2020-21 budget that was accepted at the AGM.

9.2 *An owner wished to note that the Admin Budget is a 33% increase to that of last years budget.*

9.3 *It was requested that financial figures be shown with GST Included for the purpose of the meeting minutes.*

9.4 *Lift Maintenance costs were mentioned as showing a 50% increase. The Treasurer advised this is due to the initial 12 months being covered by the lift contractor.*

9.5 *An owner wished to note to the meeting that the Executive Committee appear to not have presented their due diligence regarding the Lift Maintenance contract. The Chairperson explained to the owners that three lift maintenance contractors were approached for a quotation, one of these including Otis and that the minutes from that Executive Committee meeting will be made available to owners as soon as possible.*

9.6 *An owner requested the AGM minutes include an updated table for each lot/unit showing levy contributions per UOE, total and per quarter, including to show the one-off special levy due in the first quarter*

OC Notes that the Civium contract provides for a 5% increase and questioned whether that the increase was warranted given the situation that developed regarding the Ivy's finances.

Civium noted the point.

OC: What will the professional Services Cover?

	<p><i>EC: 6 Year warranty period is currently in place. However, the EC has developed the budget to include provision for professional services to cover assessments and reports in preparation for the OAKS development next door.</i></p> <p><i>OC: Can the lift fire report be provided to the OC?</i> <i>EC: Yes, the report is on the C-HUB.</i></p> <p><i>OC: Would like the OTIS maintenance contract reviewed as a part of a special general meeting.</i> <i>EC: Noted.</i></p> <p><i>OC: There is a problem with the programming in the lift in the north tower</i> <i>EC: Noted.</i></p> <p style="text-align: right;">For : 95 Against : 1 Abstained : 0 Motion Carried</p>
10	Appointment of Auditor (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Resolves to appoint an auditor to audit the financial accounts and statements of the Owners Corporation to Australian Auditor Standards. 2. Authorises the Executive Committee to review and select an appropriate auditor to meet these standards. 3. Authorises the Strata Manager to engage the approved firm to conduct the audit and ensure any remedial action is immediately taken. <p>Requires a copy of the audit report, and a report on any remedial action taken, to be included in the agenda for the next Annual General Meeting.</p> <p><i>OC: Who currently pays for fire department attendances?</i> <i>EC: Owners that cause incidents will pay for the attendance if they can be identified.</i> <i>OC: What has been done to assist owners with emergency planning?</i> <i>EC: EC has developed a draft Personal Emergency Evacuation Plan (PEEP) template of OC usage & will continue to develop plans moving forward.</i></p> <p style="text-align: right;">For : 96 Against : 0 Abstained : 0 Motion Carried</p>
11	Fire Safety Review (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Notes that there have been numerous fire safety incidents at Ivy since residents started moving in, resulting in triggering of the building fire alarms and fire brigade attendance. Causes of these incidents include: <ol style="list-style-type: none"> i. Bushfire smoke entering the building ii. Burnt cooking smoke escaping into communal corridors iii. Faulty common area sensors iv. Activation of a manual call point v. South tower lift (#4) electrical fire 2. Notes that the number of accidental trigger events appears to be reducing but that residents have a role to play in continuing that trend by preventing accidental triggers of the building alarm by not allowing smoke from “burnt toast” type scenarios to escape into common passageways.

3. Notes that a formal OTIS Safety Council Review report has been prepared documenting the conclusions of investigations by a 3rd party fire engineer & OTIS field engineers into the cause of the lift #4 fire and any remedial action required to prevent this occurring again in Ivy lifts. This report has been delivered to Civium Facilities Management and the Executive Committee, and has been made available to Owners Corporation members.
4. Notes that on behalf of the Owners Corporation, Civium Facilities Management has ensured that Ivy building fire protection systems and equipment has been maintained in accordance with applicable standards, and that appropriate records of maintenance have been kept and are available for inspection by ACT Fire & Rescue as required regulations.
5. Notes that owners and residents also have an obligation in maintaining the integrity of the certified building fire protection systems and equipment, including by not interfering with the systems fitted within their apartments including the sprinkler, audio warning and smoke detector systems.
6. Notes that an Emergency Management sub-committee has been established by the Executive Committee in order to develop and implement an Ivy Emergency Management Plan in accordance with the applicable standard.

11.1 *An owner expressed concerns there are no details of the South tower lift fire in any of the agenda papers, the Otis review has not been included and nothing has been minuted in EC meetings to date, including on possible compensation or warranty outcomes and that this was not satisfactory.*

For : 96 Against : 0 Abstained : 0 **Motion Carried**

12 Consideration of Physical Building Defects (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Requires the Strata Manager to report to each general meeting on the status of any building and common property defects, including the builder's schedule for completion of rectification work, in accordance with statutory warranty periods.
2. Notes the 2-year statutory warranty period for residential building work in relation to non-structural elements of the building expires on 1 December 2021.
3. Requires the Strata Manager to update this status report and builder's schedule each month during 2021, including to advise the Executive Committee on outstanding concerns.
4. Authorises the Executive Committee to commission a professional independent report on any significant matter of concern.

Authorises the Executive Committee to call a special general meeting if these warranty concerns are not being satisfactorily addressed.

12.1 *Owners requested that periodic reports be provided to the Owners Corporation showing a list of current defects and its status. The Executive Committee will have this posted along with its monthly meeting minutes.*

12.2 *The Chairperson mentioned that building work may commence adjacent to Ivy and confirmed that the Executive Committee plans to engage in a professional to obtain an appropriate dilapidation report.*

For : 96 Against : 0 Abstained : 0 **Motion Carried**

13 Maintenance Issues (ORDINARY RESOLUTION)

	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Notes the report of the EC Chairperson on the status of any outstanding common property maintenance issues. 2. Requests that the members present advise the EC Chairperson of any new or unresolved common property maintenance issues. 3. Authorises the Executive Committee to continue to address these maintenance issues. <p style="text-align: right;">For : 96 Against : 0 Abstained : 0 Motion Carried</p>
14	Alternative Method and Process for Voting (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <p>Authorises that, pursuant to Schedule 3, Section 3.31A (1) of the Unit Titles (Management) Act 2011, general meetings of the Owners Corporation may be held in accordance with Section 10 of the Unit Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as teleconference, video conference, email or other electronic means.</p> <p style="text-align: right;">For : 96 Against : 0 Abstained : 0 Motion Carried</p>
15	Adequacy of Authorisations, Delegations and Appointments (ORDINARY RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Authorises the new Executive Committee to make any necessary refinements or changes to these authorisations, delegations and appointments during the year. <p>Requires any significant changes to these authorisations, delegations and appointments to be notified to members of the Owners Corporation via EC meeting minutes.</p> <p style="text-align: right;">For : 96 Against : 2 Abstained : 0 Motion Carried</p>
16	Endorsement of Pet Rule (SPECIAL RESOLUTION)
	<p>That the Owners Corporation:</p> <p>Agrees to endorse the attached Pet Friendly Rule in accordance with Section 112C of the Unit Titles (Management) Act 2011 as follows:</p> <p>12. A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—</p> <ol style="list-style-type: none"> 1. the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than two (2); and 2. the pet owner ensures that the animal is appropriately supervised and secured when the animal is on the common property; and 3. the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and 4. the pet owner takes reasonable precautions to ensure their animal does not soil the common property and cleans any area of the units plan in the event that it is soiled by the animal; and 5. the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

	<p>6. The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, by writing to the Executive Committee, that the animal is being kept within the unit.</p> <p>12A Assistance animals</p> <p>The owners corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal. Such evidence is to be provided to the Executive Committee on behalf of the owners corporation.</p> <p style="text-align: right;">For : 95 Against : 1 Abstained : 0 Motion Carried</p>
17	Endorsement of Owners Corporation Rules (SPECIAL RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Agrees to the proposed new and updated Owners Corporation Rules (attached). 2. Authorises the Strata Manager, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to formally register these agreed Owners Corporation Rules within the required timeframe, with any costs associated with registration to be paid from the Administrative Fund. <p>Authorises the Strata Manager and the Executive Committee to enforce these Rules as appropriate.</p> <p><i>17.1 It was noted that while Ivy BBQs are not explicitly called out in the new rules, they are on common property and subject to the proposed rules.</i></p> <p style="text-align: right;">For : 95 Against : 1 Abstained : 0 Motion Carried</p>
18	Endorsement of No Smoking on Balconies Rule (SPECIAL RESOLUTION)
	<p>To insert the following rule into the Ivy Owners Corporation rules at Rule 13.</p> <p>13. Smoking</p> <ol style="list-style-type: none"> 1. An owner, occupier or guest must not smoke tobacco products or e-cigarettes, or allow any other person to smoke, on the common property including all vehicle parking levels, the ground floor and basements, in the gymnasiums, the enclosed pool zones (including BBQ area, the indoor or outdoor swimming pools, spa and sauna), residential level corridors and access passageways and fire stairways. 2. A unit owner or occupier must only smoke within their unit, not on a unit balcony. This is to ensure the risk of nuisance created by smoke drift is minimised. The unit owner or occupier must dispose of cigarette butts in an appropriate manner and in such a way as to not pose fire or other health and safety hazards. <p>To avoid doubt, cigarette butts are never to be disposed of by:</p> <ol style="list-style-type: none"> 1. discarding from balconies; or 2. being discarded in any common property area. <p><i>18.1 Owners wished to note to the meeting that their balcony is part of their unit, and therefore their private space. This did not remove the fact that there were some owners concerned with smoke, ash and butts being a nuisance due to a small handful of residents not following rules.</i></p> <p style="text-align: right;">For : 60 Against : 36 Abstained : 0 Motion Defeated</p>

19	Election of Executive Committee (SPECIAL RESOLUTION)
	<p>That the Owners Corporation:</p> <ol style="list-style-type: none"> 1. Notes the Executive Committee called for nominations to the Committee for the coming year on 2 January 2021 and the Strata Manager has conducted a voting process for the Executive Committee prior to the annual general meeting. 2. Notes the Executive Committee will continue to comprise of 9 members. 3. Requires the Strata Manager to announce the results of the voting process. 4. Agrees to elect the new Executive Committee so appointed. <p><i>The members appointed to the Executive Committee:</i> <i>Ms Angy Campbell</i> <i>Ms Lyn Hunt</i> <i>Mr Jason Jones</i> <i>Mr Don McLean</i> <i>Ms Julianne O'Brien</i> <i>Mr Colin Tulley</i> <i>Mr Tony Vidinovski</i> <i>Mr Craig Wiltshire</i></p> <p><i>Vacancy on the EC will be filled in accordance with the process previously undertaken.</i></p> <p style="text-align: right;">Motion Carried</p>
20	General Business
20.1	<p>Strata Management Contract</p> <p><i>It was noted that the Civium Management Agreement expires December 2021 and the Executive Committee will be doing their due diligence in approaching the market.</i></p>
20.2	<p>Levy Arrears</p> <p><i>The Treasurer advised owners that lot owner positions are available to the Executive Committee live on the Civium Portal and that reporting will become a standardised item as part of the Treasurers report each Executive Committee meeting.</i></p>
20.3	<p>Lift Service issue</p> <p><i>An Owner raised a potential issue with the use on the northern tower lifts and that it is known as a 'Lift Algorithm'. The Building Manager will raise this with the Lift Contractor to look into further.</i></p>
20.4	<p>Special thanks to the Executive Committee.</p> <p><i>The Owners Corporation wished to thank the Executive Committee for their continued efforts and the excellent outcomes throughout the year.</i></p>
20.5	<p>Basement Leaking</p> <p><i>There appears to be an ongoing basement leak that continues on Basement Level 2. Mr Denys Adams (Civium) advised that conversations are ongoing with the builder to have this, and many other, defects rectified.</i></p>
20.6	<p>South Tower Lights</p>

	<p><i>Common hallway lights in the south tower turn on during the day and owners feel it is not required. The Executive Committee and Building Manager will review this matter further.</i></p>
20.7	<p>Gym Sound Proofing</p> <p><i>An update was provided to the meeting that a potential solution is being looked into by the builder to have the weights gym flooring modified to address the lack of sound proofing issue. There is no expected resolution date as yet and updates will be provided to residents as they are available.</i></p>

There being no further business the chairperson declared the meeting closed at 09:50 pm

Dated: 18 February 2021

Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4787

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made

18/02/2021

A3 Reduced quorum decisions

[If there is insufficient space here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decision
18/02/2021	As attached

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

DATE: 25/02/2021

[Affix owners corporation seal in accordance with the corporation articles]



The Owners - Unit Plan
No 4787

† In this notice, **UTMA** means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's ***date of effect***) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and

- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

Administrative Fund Budget

	2019-20 Budget	2019-20 Actual	Proposed 2020-21 Budget	2020-21 Budget Notes
EXPENSES				
Accounting Service Provision/ATO Compliance	\$ 6,734.00	\$ 6,733.92	\$ 7,071.00	
Arrears Recovery Costs	\$ -	\$ 80.00	\$ 400.00	Budget for delayed recovery action
				Includes allowance for 2 audits in this budget - audit of 2019-20 accounts and 2020-21 accounts. Future budget will allow for one audit only.
Audit Fee - Ivy Accounts	\$ -	\$ -	\$ 8,000.00	
Bank Charges (Transaction Fees)	\$ -	\$ 5.50	\$ -	
Banking Management	\$ 5,199.60	\$ 5,199.60	\$ 5,460.00	
				2 x year 1 actual to better greater OC responsibility
Building Repairs & Maintenance	\$ 4,545.46	\$ 5,707.99	\$ 11,415.98	vice Milin responsibility
Bundled Disbursements	\$ 22,330.00	\$ 22,340.28	\$ 23,458.00	Year 2 of contract has 5% increase
Civium Disbursements	\$ -	\$ 6,769.84	\$ -	
Cleaning	\$ 109,090.91	\$ 164,956.86	\$ 171,600.00	Based on Year 1 actuals
Cleaning - Car Park	\$ 9,090.90	\$ -	\$ 9,090.90	
Consultant Fees	\$ -	\$ 3,132.27	\$ -	
Contingency (moved in table to below sub-total)	\$ -	\$ -	\$ -	Contingency now 5% of 2020-21 budget total
Electrical Repairs & Maintenance	\$ 4,545.46	\$ 2,757.63	\$ 6,412.00	Incorporates Martinex quote for testing services
Facilities Management	\$ 113,636.37	\$ 113,636.40	\$ 119,318.19	Year 2 of contract has 5% increase
Fees & Permits	\$ 454.55	\$ -	\$ 454.55	Civium estimate
Fire Protection Systems - Maintenance	\$ 4,545.46	\$ 3,464.00	\$ 14,500.00	Based on contractor proposals sought by Civium
Fire Protection Systems - Monitoring	\$ -	\$ -	\$ 2,100.00	Includes mobile network connection
Garbage Hoist Maintenance	\$ -	\$ -	\$ 1,680.00	Based on contractor proposals sought by Civium
Gardens & Grounds	\$ 27,272.73	\$ 10,287.00	\$ 20,574.00	Doubled from year 1 actual to ensure sufficient funds available for level of maintenance required
GST Administration	\$ 909.09	\$ 668.19	\$ 955.00	
Gymnasium Expenses	\$ 2,727.28	\$ 3,064.78	\$ 3,200.00	
Insurance Premiums	\$ 74,545.46	\$ 69,820.61	\$ 76,802.67	Strata Insurance
Keys & Locks	\$ -	\$ 12,112.30	\$ -	see Security Maintenance Costs
				Incorporated in admin budget from 2020-21 budget.
Lift Servicing			\$ 27,359.77	Based on Otis contract actual costs. Year one contract charges + Q1 of year two charges.
Plumbing & Drainage Maintenance	\$ 4,545.46	\$ 1,055.80	\$ 5,730.00	Based on contractor proposals sought by Civium
				Based on year 1 actuals with additional allowance for anticipated additional costs to address know maintenance issues.
Pools & Spa Maintenance	\$ 5,454.55	\$ 20,483.19	\$ 28,440.00	Independent surveys ahead of build warranty expiry and further Oaks construction potentially causing structural issues to Ivy
Professional Services			\$ 18,000.00	
Pump Repair and Maintenance	\$ 10,909.09	\$ -	\$ -	Incorporated in other line item budgeting
Security Access System & Cards	\$ -	\$ 15,819.09	\$ -	see Security Maintenance Costs
				Locksmith charges, security access system expenses, security camera expenses etc. Replaces 2019-20 Keys & Locks and Security Access System & Cards.
Security Maintenance Costs	\$ -	\$ -	\$ 11,120.78	
Sinking Fund Forecast Report	\$ 5,814.00	\$ 2,088.00	\$ -	
Strata Management	\$ 80,292.80	\$ 80,291.76	\$ 84,307.44	Year 2 of contract has 5% increase
Sundry Expenses	\$ -	\$ 1,678.12	\$ -	
Tax Agent Fees - BAS/GST	\$ -	\$ 260.00	\$ -	
Telephone	\$ 1,363.64	\$ -	\$ -	Not required as the lift service & fire system monitoring contracts have mobile data services included therefore separate line not required.
Trade Waste	\$ 1,818.19	\$ 19,464.67	\$ 9,732.34	Assumed half of year 1 expenses as some year one costs were one-off
Utility - Electricity	\$ 63,636.36	\$ 117,589.12	\$ 123,468.58	Based on year 1 actuals with allowance for 5% increase due to increased occupancy impacts
Utility - Gas (pools & spa heating)	\$ 15,454.55	\$ -	\$ 30,909.10	No gas bills received yet. Year 2 budget includes contingency for Year 1 delayed billing.
Utility - Hot Water	\$ -	\$ 349.55	\$ 818.09	Centralised hot water metered supplies to indoor and outdoor pool showers & toilets. 2020-21 estimate based on 2019-20 actual + 20%. 2020-21 budget includes late 2019-20 invoices received 11 Jan 21.
Utility - Water	\$ 76,363.64	\$ 54,378.66	\$ 56,000.00	Estimate based on Year 1
Ventilation Systems Maintenance	\$ -	\$ -	\$ 12,150.00	Based on contractor proposals sought by Civium
Sub-Total (ex GST)	\$ 651,279.55	\$ 744,195.13	\$ 890,528.38	
Contingency	\$ 1,877.69	\$ -	\$ 44,526.42	5% Contingency for 2020-21 budget
Total (ex GST)	\$ 653,157.24	\$ 744,195.13	\$ 935,054.79	
Total Contribution Schedule Budget (GST inc)	\$ 718,472.96	\$ 818,614.64	\$ 1,028,560.27	
TOWER ONLY EXPENSES				
Lift Maintenance	\$ 13,636.37	\$ 4,763.22	\$ -	
Lift Telephone	\$ 4,545.46	\$ -	\$ -	
Sub-Total (ex GST)	\$ 18,181.83	\$ 4,763.22	\$ -	
Contingency (5%)	\$ -	\$ -	\$ -	
Total (ex GST)	\$ 18,181.83	\$ 4,763.22	\$ -	
Total Tower Only Contribution Schedule Budget (GST inc)	\$ 20,000.01	\$ 5,239.54	\$ -	

Insurance Valuation Report

For
Ivy

15 Irving Street, Phillip ACT 2606

Scheme Number: 4787



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 226627

3 September 2025

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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REPORT CONTENTS

SECTION 1 – INSURANCE VALUATION SUMMARY	3
1.1 PURPOSE OF REPORT	3
1.2 PROPERTY ADDRESS	3
1.3 DESCRIPTION OF BUILDING	3
1.4 CLIENT	3
1.5 REPLACEMENT VALUE.....	3
1.6 INSPECTOR DETAILS.....	3
SECTION 2 – INSURANCE VALUATION REPORT.....	4
2.1 RECOMMENDED INSURED VALUE	4
2.2 LOSS OF REVENUE	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT	4
2.6 VALUATION.....	5
2.7 SITE LOCATION MAP	5
SECTION 3 – REPORTING PROCESS AND CONTENT	6
3.1 SITE FACTORS	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE	6
3.4 SUMMARY OF CONSTRUCTION	6
3.5 AREAS NOT INSPECTED - TYPICAL	6
3.6 SCOPE.....	6
3.7 EXCLUSIONS.....	7
SECTION 4 – SITE PHOTOGRAPHS.....	8

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **15 Irving Street, Phillip ACT 2606**.

1.2 Property Address

The property is situated at **15 Irving Street, Phillip ACT 2606**.

1.3 Description of Building

The property comprises six lots of double storey townhouses and two hundred and seventy-three residential apartments in a fifteen-storey building and with vehicular accommodation provided by a combination of allocated car spaces and lock-up garages at two levels of basement. Access to the upper floors is by internal stairs & landings and five passenger lifts. Common property includes communal area, covered BBQ area, indoor and outdoor swimming pool & spa, gym facilities, amenities, access driveway, boundary walls & fences and site landscaping.
In accordance with the plans provided the date of registration of the scheme is 2019.

1.4 Client

The Proprietors Ivy.

1.5 Replacement Value

Recommended Insured Value: \$190,690,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

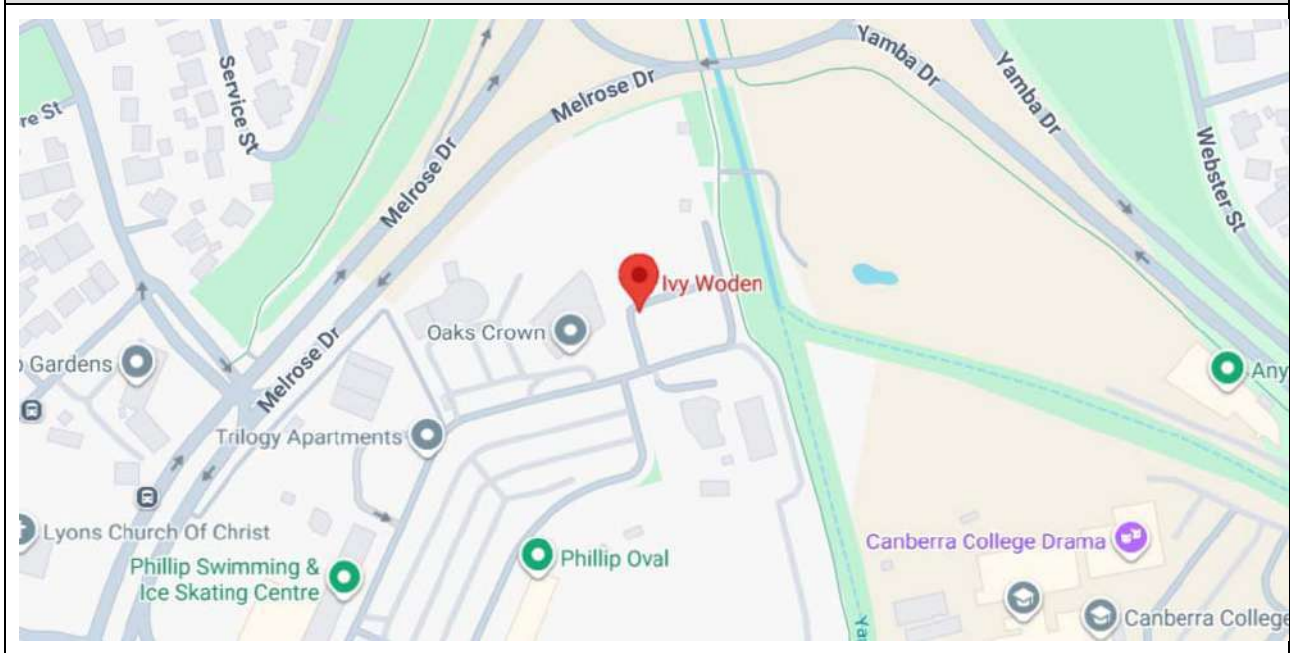
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$141,780,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months
Calculated at 6% over the period	\$12,760,000
Progressive Subtotal:	\$154,540,000
Professional Fees:	\$15,460,000
Progressive Subtotal:	\$170,000,000
Removal of Debris:	\$7,090,000
Progressive Subtotal:	\$177,090,000
Cost Escalation for Insurance Policy Lapse Period:	\$13,600,000
Progressive Subtotal:	\$190,690,000
Recommended Insured Value:	\$190,690,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 *ADDITIONS & IMPROVEMENTS*

There appears to have been no improvement to the original construction.

3.3 *MAINTENANCE*

Generally, the building appears to have been reasonably well maintained.

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 **Primary Method of Construction**

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Concrete masonry.

EXTERNAL WALL FINISHES: Painted concrete and glazing.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete and timber framed low-pitched roof.

ROOFING: Profiled metal sheet roofing and membrane.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 *SCOPE*

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Ivy (v3)

15 Irving Street, Phillip, ACT 2606

Scheme Number: 4787



COMPILED BY VON HARAMINA

**On 7 August 2023 for the
15 Years Commencing: 1 October 2023
QIA Job Reference Number: 151125**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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QIA Group Pty Ltd
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QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 19 -
ITEMISED ACCRUALS BY YEAR.....	- 26 -
REPORT INFORMATION.....	- 38 -
AREAS NOT INSPECTED	- 38 -

INTRODUCTION

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

LOCATION

15 Irving Street, Phillip, ACT 2606

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set (GST incl) is:	\$17.85
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$302,214.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$26.74

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 Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate.

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.

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.

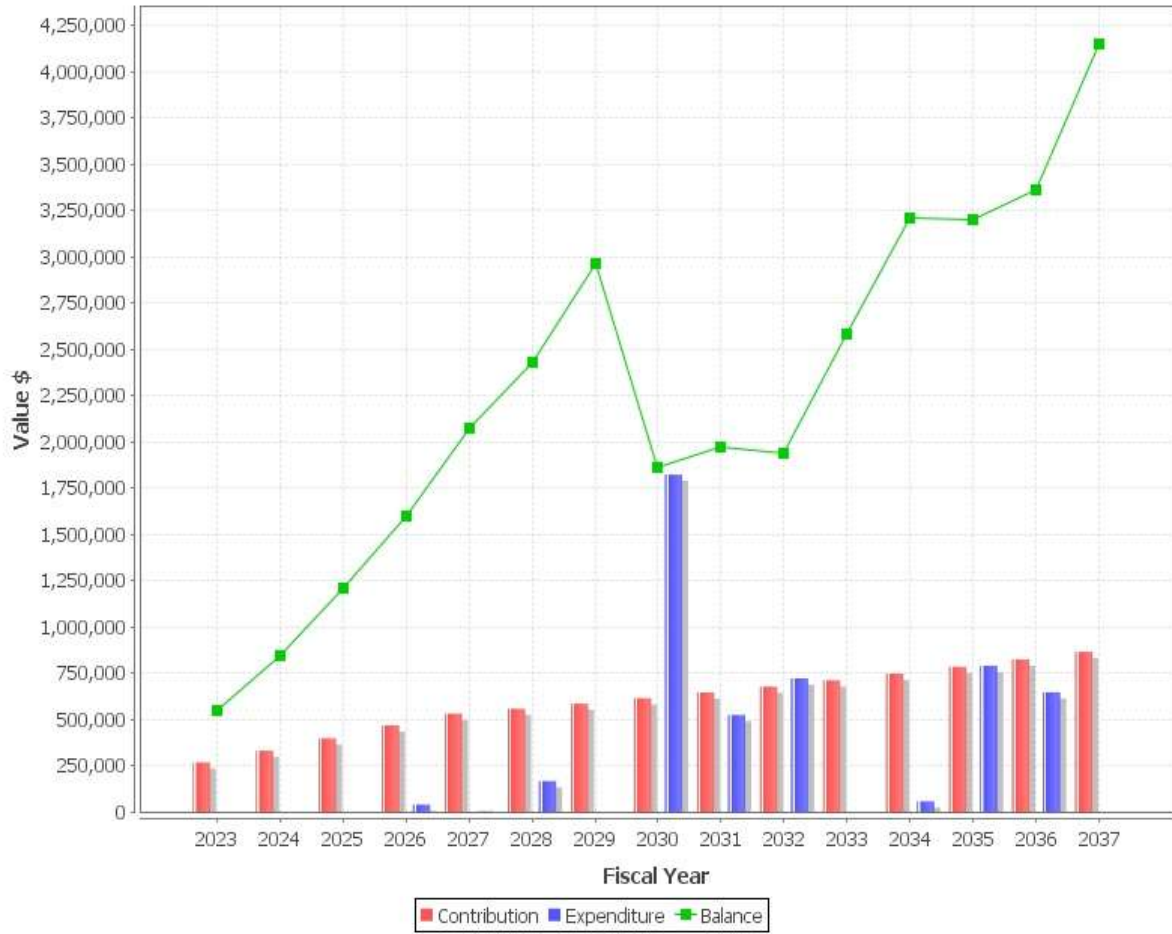
An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the ***Financial Summary Table*** in this report.

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.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income							Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/10/2023	\$302,214	\$243,079	\$24,308	\$267,387	\$24.31	\$2.43	\$26.74	\$0	\$0	\$545,293
2	01/10/2024	\$545,293	\$300,687	\$30,069	\$330,756	\$30.07	\$3.01	\$33.08	\$0	\$0	\$845,980
3	01/10/2025	\$845,980	\$361,176	\$36,118	\$397,294	\$36.12	\$3.61	\$39.73	\$0	\$0	\$1,207,157
4	01/10/2026	\$1,207,157	\$424,690	\$42,469	\$467,159	\$42.47	\$4.25	\$46.72	\$3,588	\$39,469	\$1,595,966
5	01/10/2027	\$1,595,966	\$482,288	\$48,229	\$530,517	\$48.23	\$4.82	\$53.05	\$295	\$3,250	\$2,075,299
6	01/10/2028	\$2,075,299	\$506,403	\$50,640	\$557,043	\$50.64	\$5.06	\$55.70	\$15,118	\$166,295	\$2,430,525
7	01/10/2029	\$2,430,525	\$531,723	\$53,172	\$584,895	\$53.17	\$5.32	\$58.49	\$0	\$0	\$2,962,247
8	01/10/2030	\$2,962,247	\$558,309	\$55,831	\$614,140	\$55.83	\$5.58	\$61.41	\$165,641	\$1,822,051	\$1,864,146
9	01/10/2031	\$1,864,146	\$586,224	\$58,622	\$644,847	\$58.62	\$5.86	\$64.48	\$47,591	\$523,504	\$1,974,457
10	01/10/2032	\$1,974,457	\$615,536	\$61,554	\$677,089	\$61.55	\$6.16	\$67.71	\$65,533	\$720,858	\$1,934,667
11	01/10/2033	\$1,934,667	\$646,312	\$64,631	\$710,944	\$64.63	\$6.46	\$71.09	\$0	\$0	\$2,580,979
12	01/10/2034	\$2,580,979	\$678,628	\$67,863	\$746,491	\$67.86	\$6.79	\$74.65	\$5,197	\$57,171	\$3,207,634
13	01/10/2035	\$3,207,634	\$712,559	\$71,256	\$783,815	\$71.26	\$7.13	\$78.38	\$71,773	\$789,502	\$3,202,464
14	01/10/2036	\$3,202,464	\$748,187	\$74,819	\$823,006	\$74.82	\$7.48	\$82.30	\$58,778	\$646,556	\$3,362,873
15	01/10/2037	\$3,362,873	\$785,597	\$78,560	\$864,156	\$78.56	\$7.86	\$86.42	\$0	\$0	\$4,148,470

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

October 2026	Expense Inc GST
FIRE PROTECTION SYSTEMS	
- Fire Pump Room pressure & flow switches, associated valves	\$9,287
- Fire Hydrants - Pressure reduction valves, seals and assemblies	\$774
- Fire extinguishers	\$9,287
INDOOR POOL AND SPA	
- Indoor Pool - Heat Recovery Unit - Effective Life 12 years (partial accrual) 50%	\$9,287
- Indoor Pool - Boiler and Water tank - Effective Life 12 years (partial accrual) 50%	\$6,191
- Spa - Blower/pump	\$4,643
<u>Total Forecast Expenditure for year - October 2026 (Inc GST):</u>	<u>\$39,469</u>
Includes GST amount of :	\$3,588
October 2027	Expense Inc GST
- FOYER, LOBBY, WELLNESS CENTRE, WEIGHTS AND CARDIO GYMS	
- Cardio Gym - Blinds and Awnings	\$3,250
<u>Total Forecast Expenditure for year - October 2027 (Inc GST):</u>	<u>\$3,250</u>
Includes GST amount of :	\$295

October 2028	Expense Inc GST
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SECURITY SYSTEMS

- Access Control - System Hardware and Controllers, Intercom Base-station and Software, Common area readers and equipment & Video PVR, monitors and equipment - Effective Life 16 years (partial accrual) 50%	\$15,358
- CCTV - Cameras, Servers, Software, Switches, Monitor and Workstation - Effective Life 16 years (partial accrual) 50%	\$69,965
- Numberplate Recognition System - camera, software, monitor - Effective Life 16 years (partial accrual) 50%	\$6,399

OUTDOOR SWIMMING POOL, BATHROOMS AND TOILETS

- Outdoor Pool - Water chlorinator and probes	\$17,065
- Pool Concourse - Pool chaise	\$18,430

INDOOR POOL AND SPA

- Cartridge Filters	\$20,307
- Indoor Pool and Spa - Water chlorinator and probes	\$8,532
- Indoor Pool - Pump	\$10,239

<u>Total Forecast Expenditure for year - October 2028 (Inc GST):</u>	<u>\$166,295</u>
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Includes GST amount of :	\$15,118
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October 2030	Expense Inc GST
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PAINTING - EXTERIOR, FOYER, WELLNESS CENTRE AND HALLWAYS

- Exterior Main Building - Exterior painted surfaces	\$313,061
- Exterior Townhouses - Exterior painted surfaces	\$39,133
- Exterior North and South Tower - Balcony ceilings	\$352,193
- Exterior Townhouses - Balcony ceilings	\$7,337
- Exterior Front Porte Cochere	\$4,892

- Exterior External Stairwells - Previously painted surfaces	\$9,783
- Exterior Perimeter Walls - White block masonry	\$4,892
- Exterior Garden walls - White block masonry (front and rear)	\$78,265
- Exterior Front driveway - Carpark lines and kerbing	\$4,892
- Exterior Basements 1 & 2 - Carpark yellow line markings	\$19,566
SUPERSTRUCTURES - MAIN BUILDING AND TOWNHOUSES	
- South Tower Curtain Wall - Effective Life 50 years (partial accrual) 20%	\$6,585
- Common area windows and frames - Effective Life 50 years (partial accrual) 20%	\$7,525
- Unit Balconies/Townhouses - Pedestal Paving - Effective Life 50 years (partial accrual) 20%	\$3,034
DRIVEWAYS, PATHWAYS & PARKING AND FRONT ENTRANCE	
- Front driveway - Pavers - Effective Life 50 years (partial accrual) 20%	\$5,268
- Front driveway - Bollards - Effective Life 20 years (partial accrual) 50%	\$7,525
LANDSCAPING	
- Courcourse - Pedestal Paving (east, north and west) - Effective Life 50 years (partial accrual) 20%	\$15,171
- Artificial grass - Effective Life 20 years (partial accrual) 50%	\$29,632
- Large white planter pots, membranes - Effective Life 20 years (partial accrual) 50%	\$65,848
- Garden Irrigation - Pumps and solenoids	\$9,407
- Garden Irrigation - Watering system	\$47,034

FIRE PROTECTION SYSTEMS

- Fire Monitoring System - Indicator panel, smoke, probe & thermal detectors, alarms - Effective Life 20 years (partial accrual) 50%	\$41,390
- Occupant Warning System - EWIS Panel - Effective Life 20 years (partial accrual) 50%	\$30,102
- Occupant Warning System - Speakers and WIPs - Effective Life 20 years (partial accrual) 50%	\$14,110
- Automatic fire sprinkler heads	\$9,407
- Fire sprinkler pipework - Effective Life 50 years (partial accrual) 20%	\$9,407
- Sprinkler isolation valves - Effective Life 20 years (partial accrual) 50%	\$8,466
- Butterfly/solenoid valves and flow switches - throughout building - Effective Life 20 years (partial accrual) 20%	\$9,407

OUTDOOR SWIMMING POOL, BATHROOMS AND TOILETS

- Outdoor pool - Heaters	\$61,145
- Outdoor pool - Water pumps	\$22,576
- Outdoor pool - Water filters	\$19,754
- Pool Concourse - Pedestal Paving - Effective Life 50 years (partial accrual) 20%	\$3,070

ELECTRICAL EQUIPMENT, MATV & AIR CONDITIONING

- Electrical Switchboards - Effective Life 20 years (partial accrual) 50%	\$37,627
- RCDs	\$9,407

LIFTS, MECHANICAL EQUIPMENT & HYDRAULICS

- Passenger Lifts - Major service / upgrade - Effective Life 30 years (partial accrual) 33%	\$310,427
- Passenger Lifts - Minor service (mechanical, safety) - Effective Life 20 years (partial accrual) 50%	\$23,517
- Submersible sump pumps and switchboards	\$14,110
- Unit Hot Water - Circulation pumps and controllers	\$13,546
- Unit Hot Water - Balancing valves, assemblies and seals	\$3,292
- Eye wash station	\$3,763

RECREATION AND ENTERTAINMENT

- Outdoor furniture - White tables and chairs	\$28,898
- BBQ area - Bench tables	\$11,288

- FOYER, LOBBY, WELLNESS CENTRE, WEIGHTS AND CARDIO GYMS

- Indoor lounges, tables, chairs and mats	\$67,729
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INDOOR POOL AND SPA

- Spa - Blower/pump	\$5,644
- Sauna Room - Effective Life 20 years (partial accrual) 50%	\$26,339
- Sauna Heater	\$6,585

<u>Total Forecast Expenditure for year - October 2030 (Inc GST):</u>	<u>\$1,822,051</u>
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Includes GST amount of :	\$165,641
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October 2031	Expense Inc GST
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PAINTING - EXTERIOR, FOYER, WELLNESS CENTRE AND HALLWAYS

- Lift Foyers - Walls and ceilings	\$5,136
- Foyer and Lobby - Walls and Ceilings	\$47,411
- Wellness Centre - Walls, ceilings and doors	\$23,705
- Weights Gym - Walls and Ceilings	\$11,853
- Cardio Gym - Walls and Ceilings	\$11,853
- Indoor Pool - Ceiling	\$35,558
- Bathrooms - Ceilings	\$3,852
- Hallways - Walls and ceilings, Unit doors - front side only, Stairwell firedoors (previously painted), Maintenance cupboards (door fronts and back). Refuse rooms - Door fronts and back, Walls and Ceilings & Floors (waterproof paint)	\$369,803

EXTERNAL WORKS

- Maintain common pipework	\$9,215
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LANDSCAPING

- Provision to remove/trim trees/roots	\$5,119
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<u>Total Forecast Expenditure for year - October 2031 (Inc GST):</u>	<u>\$523,504</u>
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Includes GST amount of :	\$47,591
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October 2032	Expense Inc GST
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BASEMENT AND LIFT FOYERS

- Repaint line marking	\$10,751
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FIRE PROTECTION SYSTEMS

- Fire Pump Room pressure & flow switches, associated valves	\$12,445
- Fire Hydrants - Pressure reduction valves, seals and assemblies	\$1,037
- Fire booster and tank	\$14,519
- Fire hose reels	\$14,934
- Fire extinguishers	\$12,445

ROOF, HEIGHT SAFETY & WATERPROOFING

- Rooftop membranes - Level 13	\$19,912
- Rooftop membranes - Level 15	\$59,737
- Rooftop membranes - Level 17	\$164,278
- Rooftop membranes - Outdoor structures and Porte Cochere	\$21,779
- Townhouses - Waterproof seals, fixings and flashings - Effective Life 24 years (partial accrual) 50%	\$10,371

LIFTS, MECHANICAL EQUIPMENT & HYDRAULICS

- Mechanical switchboards - Effective Life 24 years (partial accrual) 50%	\$15,557
- Jet Fans - Basement 1 and 2	\$33,187
- Stairwell Pressurisation / Exhaust Fans - Effective Life 24 years (partial accrual) 50%	\$7,778
- Supply, transfer and basement exhaust fans, Toilet Exhaust Fans, Roof and Tower Exhaust Fans, Garbage Shute Exhaust Fan, Waste Room Exhaust Fans - Basement 1 & Smoke Spill Exhaust Fan	\$37,336
- Basement MF Fans, Miscellaneous Small Fans, Carpark Makeup Fans	\$15,557
- CO sensors	\$16,594
- Water reticulation - Valves (TMV, TDC, isolating and balancing), Pumps (water, toilet and hot water) & Hot Water Meter	\$10,371

INDOOR POOL AND SPA

- Indoor Pool - Heat Recovery Unit - Effective Life 12 years
(partial accrual) 50% \$12,445

- Indoor Pool - Boiler and Water tank - Effective Life 12
years (partial accrual) 50% \$8,297

CARPETS

- Foyer and Lobby - Carpet areas and mats \$4,480

- Hallways - Replace carpet - South Tower \$139,387

- Hallways - Replace carpet - North Tower \$77,659

Total Forecast Expenditure for year - October 2032 (Inc
GST): \$720,858

Includes GST amount of : \$65,533

October 2034

Expense
Inc GST

LIFTS, MECHANICAL EQUIPMENT & HYDRAULICS

- Sanitary and Drainage - AA Valves, Backflow prevention
devices, Sewer/Black Water Pumps & Pump pits &
enclosures \$50,310

INDOOR POOL AND SPA

- Spa - Blower/pump \$6,860

Total Forecast Expenditure for year - October 2034 (Inc
GST): \$57,171

Includes GST amount of : \$5,197

October 2035

Expense
Inc GST

ROOF, HEIGHT SAFETY & WATERPROOFING

- Arrest and abseil anchors - Equipment \$48,984

OUTDOOR SWIMMING POOL, BATHROOMS AND TOILETS

- Outdoor pool - Structure and surface repairs - Effective Life
30 years (partial accrual) 50% \$60,029

ELECTRICAL EQUIPMENT, MATV & AIR CONDITIONING

- Airconditioner units/inverters for Weights, Cardio, Yoga, Basement & Compressor Units	\$60,029
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WASTE MANAGEMENT

- Garbage Hoist	\$57,628
- Garbage Hopper	\$9,605
- Waste Compactor	\$9,605
- Pallet Jack - Electric	\$7,203
- Garbage Chute System - Major Service - Effective Life 30 years (partial accrual) 50%	\$36,017

RECREATION AND ENTERTAINMENT

- BBQ area - Basins and taps	\$5,763
- BBQ area - BBQ plates	\$38,419

- FOYER, LOBBY, WELLNESS CENTRE, WEIGHTS AND CARDIO GYMS

- Yoga Room - Laminate flooring - Effective Life 30 years (partial accrual) 50%	\$5,283
- Weights Gym - Body-Solid machines	\$131,103
- Weights Gym - Olympic Plates - Effective Life 15 years	\$1,681
- Weights Gym - Hex Dumbbells and Rack, Medicine Balls and Rack & Gym wall balls	\$4,802
- Cardio Gym - Ellipticals	\$40,340
- Cardio Gym - Treadmills	\$62,430
- Cardio Gym - Bikes	\$43,221
- Cardio Gym - Rowing Machines	\$16,808
- Weights Gym - Rubberised Flooring - Effective Life 30 years (partial accrual) 50%	\$66,032
- Cardio Gym - Laminate Flooring - Effective Life 30 years (partial accrual) 50%	\$10,085
- Cardio Gym - Blinds and Awnings	\$4,802

INDOOR POOL AND SPA

- Indoor Pool/Spa - Structure and surface - Effective Life 30 years (partial accrual) 50% \$48,023

DOORS

- Basement Cardboard and Refuse Rooms - Manual roller doors \$7,203

- Basement 1 - Hoist lift roller door and motor \$7,203

- Bin Storage Room - Hoist lift roller door and motor \$7,203

Total Forecast Expenditure for year - October 2035 (Inc GST): \$789,502

Includes GST amount of : \$71,773

October 2036

Expense
Inc GST

SECURITY SYSTEMS

- Access Control - System Hardware and Controllers, Intercom Base-station and Software, Common area readers and equipment & Video PVR, monitors and equipment - Effective Life 16 years (partial accrual) 50% \$22,691

- CCTV - Cameras, Servers, Software, Switches, Monitor and Workstation - Effective Life 16 years (partial accrual) 50% \$103,370

- Numberplate Recognition System - camera, software, monitor - Effective Life 16 years (partial accrual) 50% \$9,455

FIRE PROTECTION SYSTEMS

- Fire Pumpsets (electric, diesel) & controllers \$20,170

- Automated Jacking Pump & Pressure Vessel \$12,606

- Smoke Control (AS1851 & AS1668) \$20,170

- Passive Fire & Smoke System (Doors) \$25,212

- Fire Dampers (electrical, thermal, intumescent) \$63,535

ROOF, HEIGHT SAFETY & WATERPROOFING

- Replace roof ventilators - (partial accrual) 25% \$3,267

OUTDOOR SWIMMING POOL, BATHROOMS AND TOILETS

- Outdoor Pool - Water chlorinator and probes	\$25,212
- Disabled hoist	\$25,212
- Disabled aquatic wheelchair	\$12,606
- Pool Concourse - Pool chaise	\$27,229

LIFTS, MECHANICAL EQUIPMENT & HYDRAULICS

- Lobby Relief Fan	\$6,303
- Smoke Exhaust Dampers (all levels) & Lobby Relief Dampers	\$30,255
- HVAC monitor/controller variable speed drives	\$141,188
- Fan Coil Units & Splits	\$15,127
- Plant and Equipment nes	\$25,212

INDOOR POOL AND SPA

- Cartridge Filters	\$30,003
- Indoor Pool and Spa - Water chlorinator and probes	\$12,606
- Indoor Pool - Pump	\$15,127

Total Forecast Expenditure for year - October 2036 (Inc GST): \$646,556

Includes GST amount of : \$58,778

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
PAINTING - EXTERIOR, FOYER, WELLNESS CENTRE																		
- Exterior Main Building - Exterior painted surfaces	\$192,629	2030	10								313061							
- Exterior Townhouses - Exterior painted surfaces	\$24,079	2030	10								39133							
- Exterior North and South Tower - Balcony ceilings	\$216,707	2030	10								352193							
- Exterior Townhouses - Balcony ceilings	\$4,515	2030	10								7337							
- Exterior Front Porte Cochere	\$3,010	2030	10								4892							
- Exterior External Stairwells - Previously painted surfaces	\$6,020	2030	10								9783							
- Exterior Perimeter Walls - White block masonry	\$3,010	2030	10								4892							
- Exterior Garden walls - White block masonry (front and rear)	\$48,157	2030	10								78265							
- Exterior Front driveway - Carpark lines and kerbing	\$3,010	2030	10								4892							
- Exterior Basements 1 & 2 - Carpark yellow line markings	\$12,039	2030	10								19566							
- Lift Foyers - Walls and ceilings	\$3,010	2031	10									5136						
- Foyer and Lobby - Walls and Ceilings	\$27,783	2031	10									47411						
- Wellness Centre - Walls, ceilings and doors	\$13,892	2031	10									23705						
- Weights Gym - Walls and Ceilings	\$6,946	2031	10									11853						
- Cardio Gym - Walls and Ceilings	\$6,946	2031	10									11853						
- Indoor Pool - Ceiling	\$20,837	2031	10									35558						
- Bathrooms - Ceilings	\$2,257	2031	10									3852						
- Hallways - Walls and ceilings, Unit doors - front side only, Stairwell fire doors (previously painted), Maintenance cupboards (door fronts and back). Refuse rooms - Door fronts and back, Walls and Ceilings & Floors (waterproof paint)	\$216,707	2031	10									369803						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURES - MAIN BUILDING AND																		
- South Tower Curtain Wall - Effective Life 50 years (partial accrual) 20%	\$4,052	2030	10								6585							
- Common area windows and frames - Effective Life 50 years (partial accrual) 20%	\$4,630	2030	10								7525							
- Unit Balconies/Townhouses - Pedestal Paving - Effective Life 50 years (partial accrual) 20%	\$1,867	2030	10								3034							
SECURITY SYSTEMS																		
- Access Control - System Hardware and Controllers, Intercom Base-station and Software, Common area readers and equipment & Video PVR, monitors and equipment - Effective Life 16 years (partial accrual) 50%	\$10,419	2028	8						15358								22691	
- CCTV - Cameras, Servers, Software, Switches, Monitor and Workstation - Effective Life 16 years (partial accrual) 50%	\$47,463	2028	8						69965								103370	
- Numberplate Recognition System - camera, software, monitor - Effective Life 16 years (partial accrual) 50%	\$4,341	2028	8						6399								9455	
BASEMENT AND LIFT FOYERS																		
- Repaint line marking	\$6,000	2032	12										10751					
DRIVEWAYS, PATHWAYS & PARKING AND FRONT																		
- Front driveway - Pavers - Effective Life 50 years (partial accrual) 20%	\$3,241	2030	10								5268							
- Front driveway - Bollards - Effective Life 20 years (partial accrual) 50%	\$4,630	2030	10								7525							
EXTERNAL WORKS																		
- Maintain common pipework	\$5,400	2031	9									9215						
LANDSCAPING																		
- Provision to remove/trim trees/roots	\$3,000	2031	9									5119						
- Courcourse - Pedestal Paving (east, north and west) - Effective Life 50 years (partial accrual) 20%	\$9,335	2030	10								15171							

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Artificial grass - Effective Life 20 years (partial accrual) 50%	\$18,233	2030	10								29632							
- Large white planter pots, membranes - Effective Life 20 years (partial accrual) 50%	\$40,517	2030	10								65848							
- Garden Irrigation - Pumps and solenoids	\$5,788	2030	10								9407							
- Garden Irrigation - Watering system	\$28,941	2030	10								47034							
FIRE PROTECTION SYSTEMS																		
- Fire Monitoring System - Indicator panel, smoke, probe & thermal detectors, alarms - Effective Life 20 years (partial accrual) 50%	\$25,468	2030	10								41390							
- Occupant Warning System - EWIS Panel - Effective Life 20 years (partial accrual) 50%	\$18,522	2030	10								30102							
- Occupant Warning System - Speakers and WIPs - Effective Life 20 years (partial accrual) 50%	\$8,682	2030	10								14110							
- Automatic fire sprinkler heads	\$5,788	2030	10								9407							
- Fire sprinkler pipework - Effective Life 50 years (partial accrual) 20%	\$5,788	2030	10								9407							
- Sprinkler isolation valves - Effective Life 20 years (partial accrual) 50%	\$5,209	2030	10								8466							
- Butterfly/solenoid valves and flow switches - throughout building - Effective Life 20 years (partial accrual) 20%	\$5,788	2030	10								9407							
- Fire Pumpsets (electric, diesel) & controllers	\$9,261	2036	16														20170	
- Automated Jacking Pump & Pressure Vessel	\$5,788	2036	16														12606	
- Fire Pump Room pressure & flow switches, associated valves	\$6,946	2026	6				9287						12445					
- Fire Hydrants - Pressure reduction valves, seals and assemblies	\$579	2026	6				774						1037					
- Fire booster and tank	\$8,103	2032	12										14519					
- Fire hose reels	\$8,335	2032	12										14934					
- Fire extinguishers	\$6,946	2026	6				9287						12445					
- Smoke Control (AS1851 & AS1668)	\$9,261	2036	16														20170	
- Passive Fire & Smoke System (Doors)	\$11,576	2036	16														25212	
- Fire Dampers (electrical, thermal, intumescent)	\$29,172	2036	16														63535	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
ROOF, HEIGHT SAFETY & WATERPROOFING																		
- Arrest and abseil anchors - Equipment	\$23,616	2035	15													48984		
- Rooftop membranes - Level 13	\$11,113	2032	12										19912					
- Rooftop membranes - Level 15	\$33,340	2032	12										59737					
- Rooftop membranes - Level 17	\$91,684	2032	12										164278					
- Rooftop membranes - Outdoor structures and Porte Cochere	\$12,155	2032	12										21779					
- Townhouses - Waterproof seals, fixings and flashings - Effective Life 24 years (partial accrual) 50%	\$5,788	2032	24										10371					
- Replace roof ventilators - (partial accrual) 25%	\$1,500	2036	5														3267	
OUTDOOR SWIMMING POOL, BATHROOMS AND																		
- Outdoor pool - Structure and surface repairs - Effective Life 30 years (partial accrual) 50%	\$28,941	2035	15													60029		
- Outdoor pool - Heaters	\$37,623	2030	10								61145							
- Outdoor pool - Water pumps	\$13,892	2030	10								22576							
- Outdoor pool - Water filters	\$12,155	2030	10								19754							
- Outdoor Pool - Water chlorinator and probes	\$11,576	2028	8						17065								25212	
- Disabled hoist	\$11,576	2036	15														25212	
- Disabled aquatic wheelchair	\$5,788	2036	15														12606	
- Pool Concourse - Pool chaise	\$12,502	2028	8						18430								27229	
- Pool Concourse - Pedestal Paving - Effective Life 50 years (partial accrual) 20%	\$1,889	2030	10								3070							
ELECTRICAL EQUIPMENT, MATV & AIR																		
- Electrical Switchboards - Effective Life 20 years (partial accrual) 50%	\$23,152	2030	10								37627							
- RCDs	\$5,788	2030	10								9407							
- Airconditioner units/inverters for Weights, Cardio, Yoga, Basement & Compressor Units	\$28,941	2035	15													60029		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
LIFTS, MECHANICAL EQUIPMENT & HYDRAULICS																		
- Passenger Lifts - Major service / upgrade - Effective Life 30 years (partial accrual) 33%	\$191,008	2030	10								310427							
- Passenger Lifts - Minor service (mechanical, safety) - Effective Life 20 years (partial accrual) 50%	\$14,470	2030	10								23517							
- Mechanical switchboards - Effective Life 24 years (partial accrual) 50%	\$8,682	2032	12										15557					
- Lobby Relief Fan	\$2,894	2036	16														6303	
- Jet Fans - Basement 1 and 2	\$18,522	2032	12										33187					
- Stairwell Pressurisation / Exhaust Fans - Effective Life 24 years (partial accrual) 50%	\$4,341	2032	12										7778					
- Supply, transfer and basement exhaust fans, Toilet Exhaust Fans, Roof and Tower Exhaust Fans, Garbage Shute Exhaust Fan, Waste Room Exhaust Fans - Basement 1 & Smoke Spill Exhaust Fan	\$20,837	2032	12										37336					
- Basement MF Fans, Miscellaneous Small Fans, Carpark Makeup Fans	\$8,682	2032	12										15557					
- Smoke Exhaust Dampers (all levels) & Lobby Relief Dampers	\$13,892	2036	16														30255	
- CO sensors	\$9,261	2032	12										16594					
- HVAC monitor/controller variable speed drives	\$64,827	2036	16														141188	
- Fan Coil Units & Splits	\$6,946	2036	16														15127	
- Plant and Equipment nes	\$11,576	2036	16														25212	
- Water reticulation - Valves (TMV, TDC, isolating and balancing), Pumps (water, toilet and hot water) & Hot Water Meter	\$5,788	2032	12										10371					
- Sanitary and Drainage - AA Valves, Backflow prevention devices, Sewer/Black Water Pumps & Pump pits & enclosures	\$25,468	2034	14												50310			
- Submersible sump pumps and switchboards	\$8,682	2030	10								14110							
- Unit Hot Water - Circulation pumps and controllers	\$8,335	2030	10								13546							
- Unit Hot Water - Balancing valves, assemblies and seals	\$2,026	2030	10								3292							
- Eye wash station	\$2,315	2030	10								3763							

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
WASTE MANAGEMENT																		
- Garbage Hoist	\$27,783	2035	15													57628		
- Garbage Hopper	\$4,630	2035	15													9605		
- Waste Compactor	\$4,630	2035	15													9605		
- Pallet Jack - Electric	\$3,473	2035	15													7203		
- Garbage Chute System - Major Service - Effective Life 30 years (partial accrual) 50%	\$17,364	2035	15													36017		
RECREATION AND ENTERTAINMENT																		
- Outdoor furniture - White tables and chairs	\$17,781	2030	10								28898							
- BBQ area - Basins and taps	\$2,778	2035	15													5763		
- BBQ area - BBQ plates	\$18,522	2035	15													38419		
- BBQ area - Bench tables	\$6,946	2030	15								11288							
- FOYER, LOBBY, WELLNESS CENTRE, WEIGHTS AND																		
- Yoga Room - Laminate flooring - Effective Life 30 years (partial accrual) 50%	\$2,547	2035	15													5283		
- Indoor lounges, tables, chairs and mats	\$41,674	2030	10								67729							
- Weights Gym - Body-Solid machines	\$63,206	2035	15													131103		
- Weights Gym - Olympic Plates - Effective Life 15 years	\$810	2035	15													1681		
- Weights Gym - Hex Dumbbells and Rack, Medicine Balls and Rack & Gym wall balls	\$2,315	2035	15													4802		
- Cardio Gym - Ellipticals	\$19,448	2035	15													40340		
- Cardio Gym - Treadmills	\$30,098	2035	15													62430		
- Cardio Gym - Bikes	\$20,837	2035	15													43221		
- Cardio Gym - Rowing Machines	\$8,103	2035	15													16808		
- Weights Gym - Rubberised Flooring - Effective Life 30 years (partial accrual) 50%	\$31,835	2035	15													66032		
- Cardio Gym - Laminate Flooring - Effective Life 30 years (partial accrual) 50%	\$4,862	2035	15													10085		
- Cardio Gym - Blinds and Awnings	\$2,315	2027	8					3250								4802		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
INDOOR POOL AND SPA																		
- Indoor Pool/Spa - Structure and surface - Effective Life 30 years (partial accrual) 50%	\$23,152	2035	15													48023		
- Cartridge Filters	\$13,776	2028	8						20307								30003	
- Indoor Pool and Spa - Water chlorinator and probes	\$5,788	2028	8						8532								12606	
- Indoor Pool - Pump	\$6,946	2028	8						10239								15127	
- Indoor Pool - Heat Recovery Unit - Effective Life 12 years (partial accrual) 50%	\$6,946	2026	6				9287						12445					
- Indoor Pool - Boiler and Water tank - Effective Life 12 years (partial accrual) 50%	\$4,630	2026	6				6191						8297					
- Spa - Blower/pump	\$3,473	2026	4				4643				5644				6860			
- Sauna Room - Effective Life 20 years (partial accrual) 50%	\$16,207	2030	10								26339							
- Sauna Heater	\$4,052	2030	10								6585							
DOORS																		
- Basement Cardboard and Refuse Rooms - Manual roller doors	\$3,473	2035	15													7203		
- Basement 1 - Hoist lift roller door and motor	\$3,473	2035	15													7203		
- Bin Storage Room - Hoist lift roller door and motor	\$3,473	2035	15													7203		
CARPETS																		
- Foyer and Lobby - Carpet areas and mats	\$2,500	2032	10										4480					
- Hallways - Replace carpet - South Tower	\$77,792	2032	10										139387					
- Hallways - Replace carpet - North Tower	\$43,341	2032	10										77659					
Total				0	0	0	39469	3250	166295	0	1822051	523504	720858	0	57171	789502	646556	0
Includes GST amount of				0	0	0	3588	295	15118	0	165641	47591	65533	0	5197	71773	58778	0

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
PAINTING - EXTERIOR,																		
- Exterior Main Building - Exterior painted surfaces	\$192,629	2030	10	32784	67208	103353	141304	181154	222996	266930	313061	40543	83113	127811	174745	224025	275769	330100
- Exterior Townhouses - Exterior painted surfaces	\$24,079	2030	10	4098	8401	12919	17663	22644	27875	33367	39133	5068	10389	15976	21843	28003	34471	41263
- Exterior North and South Tower - Balcony ceilings	\$216,707	2030	10	36882	75609	116271	158967	203798	250870	300296	352193	45611	93502	143787	196587	252027	310239	371362
- Exterior Townhouses - Balcony ceilings	\$4,515	2030	10	768	1575	2422	3312	4246	5226	6256	7337	950	1948	2995	4095	5250	6463	7736
- Exterior Front Porte Cochere	\$3,010	2030	10	512	1050	1615	2208	2831	3485	4171	4892	633	1299	1997	2730	3500	4309	5158
- Exterior External Stairwells - Previously painted surfaces	\$6,020	2030	10	1024	2100	3230	4416	5661	6969	8341	9783	1267	2597	3994	5461	7000	8617	10315
- Exterior Perimeter Walls - White block masonry	\$3,010	2030	10	512	1050	1615	2208	2831	3485	4171	4892	633	1299	1997	2730	3500	4309	5158
- Exterior Garden walls - White block masonry (front and rear)	\$48,157	2030	10	8196	16802	25838	35326	45288	55749	66732	78265	10136	20778	31953	43686	56006	68942	82524
- Exterior Front driveway - Carpark lines and kerbing	\$3,010	2030	10	512	1050	1615	2208	2831	3485	4171	4892	633	1299	1997	2730	3500	4309	5158
- Exterior Basements 1 & 2 - Carpark yellow line markings	\$12,039	2030	10	2049	4200	6459	8831	11322	13937	16683	19566	2534	5194	7988	10921	14001	17235	20630
- Lift Foyers - Walls and ceilings	\$3,010	2031	10	466	955	1468	2008	2574	3168	3792	4448	5136	665	1364	2097	2867	3675	4524
- Foyer and Lobby - Walls and Ceilings	\$27,783	2031	10	4300	8814	13555	18532	23759	29246	35008	41058	47411	6140	12587	19356	26464	33927	41763

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Wellness Centre - Walls, ceilings and doors	\$13,892	2031	10	2150	4407	6777	9266	11879	14623	17504	20529	23705	3070	6293	9678	13231	16963	20881
- Weights Gym - Walls and Ceilings	\$6,946	2031	10	1075	2204	3389	4633	5940	7312	8752	10265	11853	1535	3147	4839	6616	8482	10441
- Cardio Gym - Walls and Ceilings	\$6,946	2031	10	1075	2204	3389	4633	5940	7312	8752	10265	11853	1535	3147	4839	6616	8482	10441
- Indoor Pool - Ceiling	\$20,837	2031	10	3225	6611	10166	13899	17819	21935	26256	30794	35558	4605	9440	14517	19848	25445	31322
- Bathrooms - Ceilings	\$2,257	2031	10	349	716	1101	1506	1930	2376	2844	3336	3852	499	1023	1573	2150	2756	3393
- Hallways - Walls and ceilings, Unit doors - front side only, Stairwell fire doors (previously painted), Maintenance cupboards (door fronts and back). Refuse rooms - Door fronts and back, Walls and Ceilings & Floors (waterproof paint)	\$216,707	2031	10	33537	68752	105727	144551	185316	228119	273062	320253	369803	47891	98177	150977	206417	264629	325752
SUPERSTRUCTURES - MAIN																		
- South Tower Curtain Wall - Effective Life 50 years (partial accrual) 20%	\$4,052	2030	10	690	1414	2174	2972	3810	4691	5615	6585	853	1748	2688	3676	4712	5800	6943
- Common area windows and frames - Effective Life 50 years (partial accrual) 20%	\$4,630	2030	10	788	1615	2484	3397	4354	5360	6416	7525	974	1998	3072	4200	5385	6628	7934
- Unit Balconies/Townhouses - Pedestal Paving - Effective Life 50 years (partial accrual) 20%	\$1,867	2030	10	318	651	1002	1369	1756	2161	2587	3034	393	805	1239	1693	2171	2673	3199
- Unit Balconies/Townhouses - Balustrade glass panels - Effective Life 50 years (partial accrual) 50%	\$8,103	2045	25	330	677	1041	1424	1825	2247	2690	3155	3643	4155	4693	5258	5852	6475	7129
- Unit Balconies/Townhouses - Balustrade rail fixings - Effective Life 50 years (partial accrual) 50%	\$4,052	2045	25	165	338	521	712	912	1123	1344	1577	1821	2077	2346	2628	2925	3236	3563
- Bin Storage Room - Colorbond roofing and frames	\$9,446	2045	25	770	1579	2428	3320	4256	5240	6272	7356	8494	9689	10944	12261	13644	15097	16622

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Pool Pump Room - Colorbond roofing and frames	\$4,862	2045	25	396	813	1250	1709	2191	2697	3228	3786	4372	4987	5633	6311	7023	7771	8556
- BBQ Pergolas - Colorbond roofing and frames	\$8,335	2045	25	680	1393	2143	2929	3755	4623	5533	6490	7494	8548	9655	10818	12038	13320	14665
- Roof Structures, Vents and Ducting - Level 15 North Tower	\$8,682	2045	25	708	1451	2232	3052	3912	4816	5765	6761	7807	8905	10058	11269	12541	13876	15278
- Roof Structures, Vents and Ducting - Level 17 South Tower	\$8,682	2045	25	708	1451	2232	3052	3912	4816	5765	6761	7807	8905	10058	11269	12541	13876	15278
- TOWNHOUSES - Roof - Colorbond sheeting, flashings and fixtures	\$62,512	2045	25	5098	10450	16071	21972	28169	34675	41506	48679	56211	64119	72423	81142	90297	99910	110003
SECURITY SYSTEMS																		
- Access Control - System Hardware and Controllers, Intercom Base-station and Software, Common area readers and equipment & Video PVR, monitors and equipment - Effective Life 16 years (partial accrual) 50%	\$10,419	2028	8	2258	4629	7118	9732	12476	15358	2376	4871	7491	10242	13130	16163	19347	22691	3511
- CCTV - Cameras, Servers, Software, Switches, Monitor and Workstation - Effective Life 16 years (partial accrual) 50%	\$47,463	2028	8	10286	21086	32427	44334	56837	69965	10825	22191	34126	46658	59815	73631	88138	103370	15994
- Numberplate Recognition System - camera, software, monitor - Effective Life 16 years (partial accrual) 50%	\$4,341	2028	8	941	1929	2966	4055	5198	6399	990	2030	3121	4268	5471	6735	8062	9455	1463

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
BASEMENT AND LIFT FOYERS																		
- Repaint line marking	\$6,000	2032	12	855	1752	2695	3684	4723	5814	6959	8162	9425	10751	1213	2487	3824	5228	6702
- Basement entry - Concrete entrance driveway and walls - Effective Life 40 years (partial accrual) 50%	\$1,736	2040	20	82	167	257	352	451	555	665	780	900	1027	1160	1300	1446	1600	1762
- Basements 1 & 2 - Drainage channels and grates - Effective Life 40 years (partial accrual) 50%	\$2,894	2040	20	136	279	429	587	752	926	1108	1300	1501	1712	1934	2167	2411	2668	2938
DRIVEWAYS, PATHWAYS &																		
- Front driveway - Pavers - Effective Life 50 years (partial accrual) 20%	\$3,241	2030	10	552	1131	1739	2378	3048	3752	4492	5268	682	1399	2151	2940	3770	4640	5555
- Front driveway - Bollards - Effective Life 20 years (partial accrual) 50%	\$4,630	2030	10	788	1615	2484	3397	4354	5360	6416	7525	974	1998	3072	4200	5385	6628	7934
- Front entry and Concourse - Mail boxes - Effective Life 40 years (partial accrual) 50%	\$20,258	2040	20	953	1954	3005	4108	5267	6483	7760	9102	10510	11988	13541	15171	16883	18680	20567
- Front entry and Concourse - Pedestal Paving - Effective Life 40 years (partial accrual) 50%	\$15,628	2040	20	735	1507	2318	3169	4062	5001	5986	7021	8107	9247	10445	11702	13023	14409	15865
- Front entry and Concourse - Timberloc decking	\$14,181	2040	20	1334	2735	4206	5751	7373	9076	10864	12742	14713	16783	18957	21239	23635	26151	28793
EXTERNAL WORKS																		
- Maintain common pipework	\$5,400	2031	9	836	1713	2635	3602	4618	5684	6804	7980	9215	1296	2658	4087	5588	7164	8818
PERIMETER WALLS AND																		
- Perimeter Fence and Gates - Powder coated	\$21,115	2044	24	1765	3617	5563	7605	9750	12002	14367	16850	19457	22194	25068	28086	31255	34582	38076
- Pool Fencing - Powder coated	\$2,605	2044	24	218	446	686	938	1202	1480	1772	2078	2399	2737	3091	3464	3854	4265	4696

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
LANDSCAPING																		
- Provision to remove/trim trees/roots	\$3,000	2031	9	464	952	1464	2001	2565	3158	3780	4433	5119	720	1476	2270	3104	3979	4899
- BBQ and seating terraces - Timberlock decking	\$42,543	2040	20	4003	8207	12620	17254	22120	27230	32594	38227	44142	50352	56873	63720	70909	78458	86384
- Courcourse - Pedestal Paving (east, north and west) - Effective Life 50 years (partial accrual) 20%	\$9,335	2030	10	1589	3257	5008	6848	8779	10806	12935	15171	1965	4028	6194	8468	10856	13363	15996
- Artificial grass - Effective Life 20 years (partial accrual) 50%	\$18,233	2030	10	3103	6361	9783	13375	17147	21107	25266	29632	3837	7867	12098	16540	21204	26102	31245
- Large white planter pots, membranes - Effective Life 20 years (partial accrual) 50%	\$40,517	2030	10	6896	14136	21739	29721	38103	46904	56145	65848	8528	17482	26883	36755	47120	58004	69432
- Garden Irrigation - Pumps and solenoids	\$5,788	2030	10	985	2019	3106	4246	5443	6701	8021	9407	1218	2497	3841	5251	6732	8286	9919
- Garden Irrigation - Watering system	\$28,941	2030	10	4925	10097	15528	21229	27216	33503	40103	47034	6091	12487	19202	26253	33657	41431	49594
FIRE PROTECTION SYSTEMS																		
- Fire Monitoring System - Indicator panel, smoke, probe & thermal detectors, alarms - Effective Life 20 years (partial accrual) 50%	\$25,468	2030	10	4334	8886	13664	18682	23950	29482	35291	41390	5360	10988	16898	23103	29618	36459	43642
- Occupant Warning System - EWIS Panel - Effective Life 20 years (partial accrual) 50%	\$18,522	2030	10	3152	6462	9938	13587	17419	21442	25666	30102	3898	7991	12289	16802	21540	26516	31740
- Occupant Warning System - Speakers and WIPs - Effective Life 20 years (partial accrual) 50%	\$8,682	2030	10	1478	3029	4658	6369	8165	10051	12031	14110	1827	3746	5760	7876	10097	12429	14878
- Automatic fire sprinkler heads	\$5,788	2030	10	985	2019	3106	4246	5443	6701	8021	9407	1218	2497	3841	5251	6732	8286	9919
- Fire sprinkler pipework - Effective Life 50 years (partial accrual) 20%	\$5,788	2030	10	985	2019	3106	4246	5443	6701	8021	9407	1218	2497	3841	5251	6732	8286	9919

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Sprinkler isolation valves - Effective Life 20 years (partial accrual) 50%	\$5,209	2030	10	887	1817	2795	3821	4899	6030	7219	8466	1096	2248	3456	4725	6058	7457	8927
- Butterfly/solenoid valves and flow switches - throughout building - Effective Life 20 years (partial accrual) 20%	\$5,788	2030	10	985	2019	3106	4246	5443	6701	8021	9407	1218	2497	3841	5251	6732	8286	9919
- Fire Pumpsets (electric, diesel) & controllers	\$9,261	2036	16	1029	2110	3244	4436	5687	7000	8379	9827	11348	12945	14621	16381	18229	20170	1861
- Automated Jacking Pump & Pressure Vessel	\$5,788	2036	16	643	1319	2028	2772	3554	4375	5237	6142	7092	8090	9138	10238	11393	12606	1163
- Fire Pump Room pressure & flow switches, associated valves	\$6,946	2026	6	2155	4417	6793	9287	1830	3751	5768	7886	10110	12445	2452	5026	7729	10568	13548
- Fire Hydrants - Pressure reduction valves, seals and assemblies	\$579	2026	6	180	368	566	774	152	313	481	657	842	1037	204	419	644	880	1128
- Fire booster and tank	\$8,103	2032	12	1154	2366	3639	4975	6378	7852	9399	11023	12728	14519	1638	3358	5164	7060	9052
- Fire hose reels	\$8,335	2032	12	1187	2434	3743	5118	6561	8076	9667	11338	13092	14934	1685	3454	5312	7262	9310
- Fire extinguishers	\$6,946	2026	6	2155	4417	6793	9287	1830	3751	5768	7886	10110	12445	2452	5026	7729	10568	13548
- Smoke Control (AS1851 & AS1668)	\$9,261	2036	16	1029	2110	3244	4436	5687	7000	8379	9827	11348	12945	14621	16381	18229	20170	1861
- Passive Fire & Smoke System (Doors)	\$11,576	2036	16	1286	2637	4055	5545	7108	8750	10474	12284	14185	16180	18276	20476	22786	25212	2326
- Fire Dampers (electrical, thermal, intumescent)	\$29,172	2036	16	3242	6646	10220	13973	17913	22050	26395	30956	35746	40775	46056	51600	57422	63535	5862
ROOF, HEIGHT SAFETY &																		
- Arrest and abseil anchors - Equipment	\$23,616	2035	15	2765	5669	8718	11919	15281	18810	22516	26407	30493	34783	39288	44018	48984	4719	9674
- Rooftop membranes - Level 13	\$11,113	2032	12	1583	3245	4991	6823	8748	10768	12890	15117	17456	19912	2247	4605	7082	9683	12414
- Rooftop membranes - Level 15	\$33,340	2032	12	4749	9736	14972	20470	26243	32305	38669	45352	52369	59737	6740	13817	21247	29050	37242

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Rooftop membranes - Level 17	\$91,684	2032	12	13061	26775	41174	56294	72169	88839	106342	124720	144016	164278	18535	37996	58431	79887	102416
- Rooftop membranes - Outdoor structures and Porte Cochere	\$12,155	2032	12	1732	3550	5459	7463	9568	11778	14098	16535	19093	21779	2457	5037	7746	10591	13577
- Townhouses - Waterproof seals, fixings and flashings - Effective Life 24 years (partial accrual) 50%	\$5,788	2032	24	825	1690	2599	3554	4556	5608	6713	7874	9092	10371	752	1541	2369	3239	4153
- Replace roof ventilators - (partial accrual) 25%	\$1,500	2036	5	167	342	526	718	921	1134	1357	1592	1838	2097	2368	2653	2953	3267	754
OUTDOOR SWIMMING																		
- Outdoor pool - Structure and surface repairs - Effective Life 30 years (partial accrual) 50%	\$28,941	2035	15	3389	6947	10684	14607	18726	23052	27593	32362	37369	42626	48147	53943	60029	5783	11856
- Outdoor pool - Heaters	\$37,623	2030	10	6403	13127	20186	27599	35382	43554	52135	61145	7918	16233	24963	34130	43755	53861	64472
- Outdoor pool - Water pumps	\$13,892	2030	10	2364	4847	7453	10190	13064	16081	19249	22576	2924	5993	9217	12601	16155	19886	23804
- Outdoor pool - Water filters	\$12,155	2030	10	2069	4241	6521	8916	11431	14071	16843	19754	2558	5244	8065	11026	14136	17401	20829
- Outdoor Pool - Water chlorinator and probes	\$11,576	2028	8	2509	5143	7909	10813	13863	17065	2640	5413	8323	11380	14589	17959	21497	25212	3901
- Disabled hoist	\$11,576	2036	15	1286	2637	4055	5545	7108	8750	10474	12284	14185	16180	18276	20476	22786	25212	2429
- Disabled aquatic wheelchair	\$5,788	2036	15	643	1319	2028	2772	3554	4375	5237	6142	7092	8090	9138	10238	11393	12606	1214
- Pool Concourse - Glazed panels and gates - Effective Life 40 years (partial accrual) 50%	\$11,576	2040	20	545	1117	1717	2347	3009	3705	4434	5201	6005	6850	7738	8669	9647	10674	11753
- Pool Concourse - Pool chaise	\$12,502	2028	8	2710	5555	8542	11678	14972	18430	2851	5846	8989	12290	15756	19395	23217	27229	4213
- Pool Concourse - Pedestal Paving - Effective Life 50 years (partial accrual) 20%	\$1,889	2030	10	321	659	1014	1386	1776	2187	2618	3070	398	815	1253	1713	2197	2704	3237
- Pool Concourse - Timberloc decking	\$28,362	2040	20	2669	5471	8413	11503	14747	18153	21729	25484	29427	33568	37915	42479	47272	52304	57588
- Bathrooms - Floor & wall tiling	\$34,729	2045	25	2832	5806	8928	12207	15649	19263	23059	27044	31228	35621	40235	45078	50164	55505	61112
- Toilets, toilet stalls and basins	\$4,341	2045	25	354	726	1116	1526	1956	2408	2882	3380	3903	4452	5029	5635	6270	6938	7639

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
ELECTRICAL EQUIPMENT,																		
- Electrical Switchboards - Effective Life 20 years (partial accrual) 50%	\$23,152	2030	10	3940	8078	12422	16983	21773	26802	32083	37627	4873	9989	15362	21003	26925	33145	39675
- RCDs	\$5,788	2030	10	985	2019	3106	4246	5443	6701	8021	9407	1218	2497	3841	5251	6732	8286	9919
- Airconditioner units/inverters for Weights, Cardio, Yoga, Basement & Compressor Units	\$28,941	2035	15	3389	6947	10684	14607	18726	23052	27593	32362	37369	42626	48147	53943	60029	5783	11856
- MAT - Satellite / TV antenna	\$1,736	2040	20	163	335	515	704	903	1111	1330	1560	1801	2054	2320	2600	2893	3201	3525
- MAT - Amplifiers and headend equipment	\$6,946	2040	20	654	1340	2060	2817	3611	4445	5321	6241	7206	8220	9284	10402	11576	12808	14102
LIFTS, MECHANICAL																		
- Passenger Lifts - Major service / upgrade - Effective Life 30 years (partial accrual) 33%	\$191,008	2030	10	32508	66642	102483	140116	179630	221120	264684	310427	40202	82413	126736	173274	222139	273448	327322
- Passenger Lifts - Minor service (mechanical, safety) - Effective Life 20 years (partial accrual) 50%	\$14,470	2030	10	2463	5049	7764	10615	13608	16751	20052	23517	3046	6243	9601	13126	16828	20715	24797
- Mechanical switchboards - Effective Life 24 years (partial accrual) 50%	\$8,682	2032	12	1237	2536	3899	5331	6834	8413	10070	11811	13638	15557	1755	3598	5533	7565	9699
- Lobby Relief Fan	\$2,894	2036	16	322	659	1014	1386	1777	2188	2619	3071	3546	4045	4569	5119	5697	6303	582
- Jet Fans - Basement 1 and 2	\$18,522	2032	12	2639	5409	8318	11372	14579	17947	21483	25195	29094	33187	3744	7676	11804	16139	20690
- Stairwell Pressurisation / Exhaust Fans - Effective Life 24 years (partial accrual) 50%	\$4,341	2032	12	618	1268	1949	2665	3417	4206	5035	5905	6819	7778	878	1799	2766	3782	4849
- Supply, transfer and basement exhaust fans, Toilet Exhaust Fans, Roof and Tower Exhaust Fans, Garbage Shute Exhaust Fan, Waste Room Exhaust Fans - Basement 1 & Smoke Spill Exhaust Fan	\$20,837	2032	12	2968	6085	9358	12794	16402	20191	24169	28345	32731	37336	4212	8636	13280	18156	23276

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Basement MF Fans, Miscellaneous Small Fans, Carpark Makeup Fans	\$8,682	2032	12	1237	2536	3899	5331	6834	8413	10070	11811	13638	15557	1755	3598	5533	7565	9699
- Smoke Exhaust Dampers (all levels) & Lobby Relief Dampers	\$13,892	2036	16	1544	3165	4867	6654	8530	10500	12569	14741	17022	19417	21931	24572	27344	30255	2792
- CO sensors	\$9,261	2032	12	1319	2705	4159	5686	7290	8974	10742	12598	14547	16594	1872	3838	5902	8069	10345
- HVAC monitor/controller variable speed drives	\$64,827	2036	16	7204	14768	22711	31050	39806	49001	58655	68792	79435	90611	102345	114667	127604	141188	13027
- Fan Coil Units & Splits	\$6,946	2036	16	772	1582	2433	3327	4265	5250	6284	7370	8511	9708	10965	12285	13672	15127	1396
- Plant and Equipment nes	\$11,576	2036	16	1286	2637	4055	5545	7108	8750	10474	12284	14185	16180	18276	20476	22786	25212	2326
- Water reticulation - Valves (TMV, TDC, isolating and balancing), Pumps (water, toilet and hot water) & Hot Water Meter	\$5,788	2032	12	825	1690	2599	3554	4556	5608	6713	7874	9092	10371	1170	2399	3689	5043	6465
- Sanitary and Drainage - AA Valves, Backflow prevention devices, Sewer/Black Water Pumps & Pump pits & enclosures	\$25,468	2034	14	3161	6480	9964	13623	17465	21499	25735	30182	34852	39756	44904	50310	5082	10419	16023
- Submersible sump pumps and switchboards	\$8,682	2030	10	1478	3029	4658	6369	8165	10051	12031	14110	1827	3746	5760	7876	10097	12429	14878
- Unit Hot Water - Circulation pumps and controllers	\$8,335	2030	10	1419	2908	4472	6114	7838	9649	11550	13546	1754	3596	5530	7561	9693	11932	14283
- Unit Hot Water - Balancing valves, assemblies and seals	\$2,026	2030	10	345	707	1087	1486	1905	2345	2807	3292	426	874	1344	1837	2356	2900	3471
- Eye wash station	\$2,315	2030	10	394	808	1242	1698	2177	2680	3209	3763	487	999	1536	2100	2693	3314	3967
WASTE MANAGEMENT																		
- Garbage Hoist	\$27,783	2035	15	3253	6670	10256	14023	17977	22130	26489	31067	35874	40921	46221	51785	57628	5552	11382
- Garbage Hopper	\$4,630	2035	15	542	1112	1709	2337	2996	3688	4415	5178	5979	6820	7704	8631	9605	925	1897
- Waste Compactor	\$4,630	2035	15	542	1112	1709	2337	2996	3688	4415	5178	5979	6820	7704	8631	9605	925	1897
- Pallet Jack - Electric	\$3,473	2035	15	407	834	1282	1753	2247	2766	3311	3883	4484	5115	5777	6473	7203	694	1423
- Garbage Chute System - Major Service - Effective Life 30 years (partial accrual) 50%	\$17,364	2035	15	2033	4168	6410	8764	11236	13831	16556	19417	22421	25575	28888	32365	36017	3470	7113

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
RECREATION AND																		
- Outdoor furniture - White tables and chairs	\$17,781	2030	10	3026	6204	9540	13044	16722	20584	24640	28898	3742	7672	11798	16130	20679	25455	30470
- BBQ area - Stainless steel preparation benches	\$11,576	2040	20	1089	2233	3434	4695	6019	7409	8869	10402	12011	13701	15475	17338	19294	21348	23505
- BBQ area - Basins and taps	\$2,778	2035	15	325	667	1026	1402	1798	2213	2649	3107	3588	4092	4622	5179	5763	555	1138
- BBQ area - BBQ plates	\$18,522	2035	15	2169	4446	6838	9349	11985	14753	17660	20712	23916	27281	30814	34524	38419	3701	7588
- BBQ area - Bench tables	\$6,946	2030	15	1182	2423	3727	5095	6532	8041	9625	11288	1087	2229	3428	4687	6009	7397	8854
- FOYER, LOBBY, WELLNESS																		
- Yoga Room - Laminate flooring - Effective Life 30 years (partial accrual) 50%	\$2,547	2035	15	298	611	940	1286	1648	2029	2428	2848	3289	3751	4237	4747	5283	509	1043
- Indoor lounges, tables, chairs and mats	\$41,674	2030	10	7093	14540	22360	30570	39192	48244	57749	67729	8771	17981	27651	37805	48466	59661	71415
- Library - Bookshelves	\$4,931	2043	20	423	867	1334	1823	2338	2878	3444	4040	4665	5321	6010	6734	7493	8291	9129
- Weights Gym - Body-Solid machines	\$63,206	2035	15	7402	15173	23333	31901	40898	50344	60263	70678	81613	93096	105152	117811	131103	12631	25893
- Weights Gym - Olympic Plates - Effective Life 15 years	\$810	2035	15	95	195	299	409	524	646	773	906	1046	1194	1348	1511	1681	162	332
- Weights Gym - Hex Dumbbells and Rack, Medicine Balls and Rack & Gym wall balls	\$2,315	2035	15	271	556	855	1168	1498	1844	2207	2589	2989	3410	3851	4315	4802	463	948
- Cardio Gym - Ellipticals	\$19,448	2035	15	2277	4669	7180	9816	12584	15491	18543	21747	25112	28645	32355	36250	40340	3886	7967
- Cardio Gym - Treadmills	\$30,098	2035	15	3525	7225	11111	15191	19475	23974	28697	33656	38863	44331	50072	56100	62430	6015	12330
- Cardio Gym - Bikes	\$20,837	2035	15	2440	5002	7692	10517	13483	16597	19867	23301	26906	30691	34666	38839	43221	4164	8536
- Cardio Gym - Rowing Machines	\$8,103	2035	15	949	1945	2991	4090	5243	6454	7726	9061	10463	11935	13481	15104	16808	1619	3320
- Weights Gym - Rubberised Flooring - Effective Life 30 years (partial accrual) 50%	\$31,835	2035	15	3728	7642	11752	16068	20599	25357	30352	35598	41106	46889	52961	59337	66032	6362	13041
- Cardio Gym - Laminate Flooring - Effective Life 30 years (partial accrual) 50%	\$4,862	2035	15	569	1167	1795	2454	3146	3873	4636	5437	6278	7161	8089	9063	10085	972	1992
- Cardio Gym - Blinds and Awnings	\$2,315	2027	8	588	1206	1854	2535	3250	503	1031	1585	2167	2779	3421	4094	4802	743	1523

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
INDOOR POOL AND SPA																		
- Indoor Pool/Spa - Structure and surface - Effective Life 30 years (partial accrual) 50%	\$23,152	2035	15	2711	5558	8547	11686	14981	18441	22074	25889	29895	34101	38517	43154	48023	4627	9485
- Cartridge Filters	\$13,776	2028	8	2985	6120	9412	12868	16497	20307	3142	6441	9905	13542	17361	21371	25582	30003	4642
- Indoor Pool and Spa - Water chlorinator and probes	\$5,788	2028	8	1254	2571	3954	5406	6931	8532	1320	2706	4162	5690	7295	8979	10748	12606	1950
- Indoor Pool - Pump	\$6,946	2028	8	1505	3086	4745	6488	8318	10239	1584	3247	4994	6828	8753	10775	12898	15127	2340
- Indoor Pool - Heat Recovery Unit - Effective Life 12 years (partial accrual) 50%	\$6,946	2026	6	2155	4417	6793	9287	1830	3751	5768	7886	10110	12445	2452	5026	7729	10568	13548
- Indoor Pool - Boiler and Water tank - Effective Life 12 years (partial accrual) 50%	\$4,630	2026	6	1436	2945	4528	6191	1220	2501	3845	5258	6740	8297	1635	3351	5153	7045	9032
- Spa - Blower/pump	\$3,473	2026	4	1077	2208	3396	4643	1309	2684	4128	5644	1592	3263	5018	6860	1935	3966	6099
- Sauna Room - Effective Life 20 years (partial accrual) 50%	\$16,207	2030	10	2758	5654	8695	11888	15241	18761	22458	26339	3411	6993	10753	14702	18848	23201	27772
- Sauna Heater	\$4,052	2030	10	690	1414	2174	2972	3810	4691	5615	6585	853	1748	2688	3676	4712	5800	6943
DOORS																		
- Main Foyer - Dual Roller Door	\$9,261	2040	20	871	1786	2747	3756	4815	5928	7095	8322	9609	10961	12381	13871	15436	17079	18805
- Gyms, Lobby and Wellness Centre - Autoclosing glass doors	\$16,207	2040	20	1525	3126	4807	6573	8426	10373	12416	14562	16815	19181	21665	24273	27012	29887	32907
- Unit Hallways - Refuse room and maintenance cupboard doors	\$34,729	2040	20	3268	6699	10302	14085	18057	22228	26607	31206	36034	41103	46426	52016	57884	64046	70517
- Stairwells - Fire doors	\$137,179	2040	20	12909	26463	40694	55637	71328	87803	105101	123265	142337	162362	183389	205467	228649	252990	278548
- Bicycle and storage shed - Front grill and door	\$5,788	2040	20	545	1117	1717	2347	3009	3705	4434	5201	6005	6850	7738	8669	9647	10674	11753
- Basement Cardboard and Refuse Rooms - Manual roller doors	\$3,473	2035	15	407	834	1282	1753	2247	2766	3311	3883	4484	5115	5777	6473	7203	694	1423

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Basement 1 - Hoist lift roller door and motor	\$3,473	2035	15	407	834	1282	1753	2247	2766	3311	3883	4484	5115	5777	6473	7203	694	1423
- Bin Storage Room - Hoist lift roller door and motor	\$3,473	2035	15	407	834	1282	1753	2247	2766	3311	3883	4484	5115	5777	6473	7203	694	1423
- Bin Storage Room - Heavy Exit Sliding Door	\$8,682	2040	20	817	1675	2575	3521	4514	5557	6652	7801	9008	10276	11606	13004	14471	16011	17629
CARPETS																		
- Foyer and Lobby - Carpet areas and mats	\$2,500	2032	10	356	730	1123	1535	1968	2423	2900	3401	3927	4480	580	1189	1829	2500	3206
- Hallways - Replace carpet - South Tower	\$77,792	2032	10	11082	22718	34936	47764	61235	75378	90229	105822	122195	139387	18051	37005	56906	77803	99744
- Hallways - Replace carpet - North Tower	\$43,341	2032	10	6174	12657	19464	26612	34117	41997	50271	58959	68081	77659	10057	20617	31705	43348	55572
TOTAL ACCRUALS				440146	902301	1387566	1857624	2386409	2778529	3357799	2144006	2212969	2108524	2747790	3361838	3276525	3361430	4126575

* 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 Sinking Fund 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.



UP 4787 - Owners Corporation Rules
(As approved at the 6th AGM on 31 October 2024)

1. Definitions

a) In these rules:

executive committee representative means a person authorised in writing by the Executive Committee under rule 11(d).

owner, occupier, or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

balustrade means the entire structure enclosing the outer boundary of a unit balcony comprising glass barrier, stanchions and fastenings and the outer boundary wall of a ground floor unit courtyard.

common property means any area not included within an individual unit entitlement and includes:

- basement garages;
- 'bocce' court;
- children's play area;
- common corridors;
- garden beds;
- driveways;
- entryways;
- footpaths;
- foyers
- grassed areas;
- gymnasiums;
- indoor or outdoor pool areas;
- planter pots;
- sauna;
- security cameras and other security infrastructure; and
- the Wellness Centre including the yoga space.

pet owner means an owner or occupier who keeps an animal in the unit in accordance with rules 5 or 5A.

party wall means a common wall adjoining two units or a unit and common property.

the Act means the *Unit Titles Management Act 2011 (ACT)*.

b) A word or expression in the Act has the same meaning in these rules.

2. Payment of rates and taxes by unit owners

a) A unit owner must pay all levies, rates, taxes and any other amount payable for the unit.

3. Repairs and maintenance

a) A unit owner must ensure that the unit is in a state of good repair.

b) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.



4. Alterations and erections

- a) A unit owner may erect or alter any structure in or on the unit or the common property only:
- i. In accordance with the express permission of the Owners Corporation by special resolution; and
 - ii. In accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
 - iii. However, if the structure is sustainability infrastructure, the Owners Corporation's permission must not be unreasonably withheld.

Examples of permission not unreasonably withheld: Financial, safety or structural considerations or equity of access to common property, easements, facilities or utility services.

Examples of permission unreasonably withheld: External appearance of a unit or the Units Plan.
- b) The Owners Corporation delegates its decision-making power under Rule 4 (a) to the Executive Committee for erections and alterations in or on:
- i. The common property — to a maximum value of \$10,000 (GST inclusive); and
 - ii. A unit — for windows, flooring, sliding doors, balconies, garages and internal renovations.
- c) Permission under Rules 4(a) and 4(b) may be given subject to conditions stated in the resolution, noting that:
- i. Windscreens - Installation, modification or alteration to windscreens as part of a unit entitlement is not permitted without consultation with and plans from an appropriate design consultant and must be submitted to the Executive Committee for approval.
 - ii. Screen doors - These are not permitted on the front door of units (a breach of the fire regulations).
 - iii. Party Walls and Fire Doors – These must not be tampered with to ensure their integrity is maintained and fire rating, acoustic and thermal performance is not degraded.
 - iv. Flooring - Alterations (whether timber, laminate, carpet or tiling) must have a verified acoustic rating of at least five (5) stars in accordance with the “Association of Australian Acoustical Consultants (AAAC) Guideline for Apartment and Townhouse Acoustics Rating”.
 - v. Unit owners who undertake alterations or erections without Owners Corporation or Executive Committee permission can be required to remove or replace them at their own cost.

5. Pets in units

- a) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
- i. the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than three (3); and
 - ii. the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - iii. the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - iv. the pet owner must not allow their pet to pee or poo on common property and must clean any area of the units plan that is soiled by the animal; and
 - v. the pet owner takes reasonable steps to ensure the animal does not cause excessive noise, a nuisance or a risk to health or safety; and
 - vi. the pet owner must keep dogs on a leash at all times while on common property.



- b) The pet owner must, within 14 days of the day the animal is first kept within the unit, register the pet with the Owners Corporation by completing the approved Pet Registration Form and forwarding it to the Strata Manager.

5A. Assistance animals

- a) The Owners Corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal. Such evidence is to be provided to the Executive Committee on behalf of the Owners Corporation.

6. Use of common property

- a) A unit owner or occupier must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

7. Hazardous use of unit

- a) A unit owner or occupier must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

8. Use of unit—nuisance or annoyance

- a) A unit owner or occupier must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- b) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- c) Permission may be given subject to stated conditions.
- d) Permission may be withdrawn by special resolution of the Owners Corporation.

9. Noise

- a) A unit owner or occupier must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- b) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- c) Permission may be given subject to stated conditions.
- d) Permission may be withdrawn by special resolution of the Owners Corporation.

10. Illegal use of unit

- a) A unit owner or occupier must not use the unit, or permit it to be used, to contravene a law in force in the ACT.



11. What may an Executive Committee representative do?

- a) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
 - i. if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - ii. carry out any maintenance required under the Act or these rules;
 - iii. do anything else the Owners Corporation is required to do under the Act or these rules.
- b) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule 11 (a).
- c) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in subrule 11 (a) unless—
 - i. the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - ii. in an emergency, it is essential that it be done without notice.
- d) The Executive Committee may give a written authority to a person to represent the corporation under this rule.

12. Executive Committee Governance Arrangements

As part of their induction process, the minutes of their first meeting will record that each new member of the Executive Committee understands the requirements of the Code of Conduct in Part 1.1, Schedule 1 of the Unit Titles (Management) Act 2011, and they have agreed to adhere to the following governance principles:

Role of the Executive Committee

- a) The Executive Committee will act as a facilitator and day-to-day decision-maker for the Ivy Owners Corporation.
 - i. The Executive Committee is not able to take decisions unless it is granted authority by the Ivy Owners Corporation at an annual or special general meeting.
 - ii. The Executive Committee does not have an enforcement role unless empowered to do so by the Unit Titles (Management) Act 2011 or by authority arising from a decision of the Ivy Owners Corporation at an annual or special general meeting.
 - iii. The Executive Committee must keep proper records and minutes of all decisions taken. These records are to be made available to owners in a timely fashion and retained in accordance with prevailing legislation and regulation.

Position on issues

- b) The Executive Committee does not have a public position on matters unless this is the will of the Ivy Owners Corporation as expressed at an annual or special general meeting.
 - i. The Committee position must reflect that of the Owners Corporation and will not be based on its own agenda.
 - ii. The Executive Committee must seek to address the issues and priorities identified by the Ivy Owners Corporation.
 - iii. The Executive Committee should seek to clarify those responsibilities that fall to owners as members of the Ivy Owners Corporation (for example, those that relate to Common Property) and those matters that remain the responsibility of individual owners.



General Meetings

- c) A principal function of the Executive Committee is to prepare for annual or special general meetings of the Ivy Owners Corporation and to implement agreed outcomes. The Executive Committee shall:
 - i. ensure owners know, in advance, what the likely issues are, the proposed outcome and the decision-making process undertaken to arrive at the Executive Committee position;
 - ii. encourage owners to voice their opinions and raise matters for consideration by the Executive Committee in finalising preparations; and
 - iii. establish and facilitate processes that permit owners to make proposals and suggestions for consideration at meetings of the Ivy Owners Corporation.

Consultation

- d) The Executive Committee shall maintain an “Owners Engagement Plan” to ensure owners are aware of matters affecting their interests as members of the Ivy Owners Corporation.
 - i. Regular information should be made available to owners by way of emails, newsletters, information boards, town hall meetings and circulars to letter boxes.

13. Smoking

- a) An owner, occupier or guest must not smoke tobacco products or e-cigarettes, or allow any other person to smoke, on the common property including all vehicle parking levels, the ground floor and basements, in the gymnasiums, the enclosed pool zones (including BBQ area, the indoor or outdoor swimming pools, spa and sauna), residential level corridors and access passageways and fire stairways.
- b) If a unit owner or occupier smokes in their unit, including on the unit balcony, they must ensure that this does not cause a nuisance to any other unit occupier and they dispose of cigarette butts in an appropriate manner and in such a way as to not pose fire or other health and safety hazards.
- c) To avoid doubt, cigarette butts are never to be disposed of by:
 - i. throwing from balconies; or
 - ii. being discarded in any common property area.

14. Balconies and Terraces

- a) All courtyards and balconies are always to be kept in a neat and tidy condition.
- b) The use of loose glass-tops and light-weight sheets or covers (including loose BBQ lids) are not appropriate on the high-rise outdoor terraces and balconies. The use of lightweight furniture or other items is prohibited unless it is securely attached to the balcony or terrace floor slab.
- c) Due to the high-wind conditions experienced in the area of Ivy, under no circumstances is anything to be left hanging over the balcony balustrades.



15. Storage in basements

- a) Unit owners and occupiers are not permitted to use their car space as storage and all items are to be stored in their designated storage cages.
- b) Unit owners and occupiers whose unit entitlement includes a garage secured by a roller door are permitted to secure items in the unit garage.
- c) Further to this, all items owned and stored within the storage cages or garages are to be secured in a way that no items may spill out onto the Common Property.

16. Use of common property

- a) Common property is provided for the use of owners, occupiers and their bona fide guests. These areas are not for general public use. Real estate and other advertising signs are not permitted.
- b) Owners and occupiers will not permit, by act or omission, access to these areas by members of the public or to leave guests unaccompanied.
- c) Users of the common property areas are expected to respect the community atmosphere engendered by these areas and keep them clean and tidy, and to minimise risk to health and safety.
- d) Subject to any restrictions imposed by the Executive Committee from time to time:
 - i. The Outdoor Pool/BBQ area is open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - ii. The Indoor Pool/Spa and sauna will be open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - iii. The cardio and weights gymnasiums are open for 24-hour use subject to the rules relating to nuisance and noise.
 - iv. Due to the significant health and safety risk and danger to pool filtering and pumping equipment, glass is not permitted within the outdoor pool area bounded by the pool fencing, within the indoor pool and spa facility or in the sauna.
 - v. Owners and occupiers must use the BBQ, gymnasium and pool areas in a safe manner and ensure that they comply with all ACT Health and Safety Legislative requirements that apply to the use of these facilities.
 - vi. At all times, owners and occupiers must ensure they are suitably clothed and behaving in a manner not likely to offend other owners and occupiers or their bona fide guests in any common property areas.
- e) The Executive Committee will not unreasonably impose restrictions on the use of the facilities listed above.
- f) Common property cannot be reserved in any way that imposes or implies an exclusive right of use by an owner or occupier or group of owners or occupiers.
- g) Use of facilities must not prevent other owners or occupiers from sharing those facilities. Common sense, courtesy, cooperation and flexibility should be applied at all times.
- h) Owners, occupiers and bona fide guests must not interfere with, cover, damage, obstruct or otherwise alter security cameras and/or other security infrastructure.
- i) The Executive Committee may issue guidelines on the use of common property decided by ordinary resolution. Any guidelines will be made available to all owners.



17. Common Property Parking

- a) There is no provision for owner, resident or visitor parking on Ivy common property for any purpose other than pick-up and drop-off/set-down.
- b) Parking in the designated emergency vehicle zone is expressly prohibited and can be subject to an immediate Rule Infringement Notice.
- c) Four trade vehicle parking spaces are allocated by the Building Manager for use by contractors, tradespeople and other approved vehicles, and can be made available for a resident's trade and service vehicles upon request.
- d) Vehicles (including motorbikes, bicycles, boats and caravans) must be parked within each unit's allocated garage or car space(s) in the basement.
- e) Parking of vehicles in other areas of the basement is not permitted except with the express permission of the Executive Committee.

18. Window Furnishings

- a) If any unit owner and/or occupier installs window and/or sliding door coverings to any external window and/or door, they must be installed on the inside of the window and/or door. All window and/or sliding door coverings must match the existing aesthetics of the building and must be approved by the Executive Committee. Hanging of sheets on windows and/or door coverings is not considered to be in keeping with the existing aesthetic of the Ivy and is not permitted.

19. Bocce Area Restrictions

- a) Any game/activity which might result in a direct impact/force down upon the artificial synthetic surface is not permitted due to the risk of damage to the subsurface.

20. Insurance

- a) Pursuant to the requirements of the Unit Titles (Management) Act 2011, the Owners Corporation must hold Building insurance for all defined parts of the buildings in UP4787 as well as Public Liability insurance over common property and Office Bearers' legal liability cover.
 - i. The coverage provided by all components of this Building insurance policy should reflect current market conditions and not result in reduced benefits either to individual owners or to the Owners Corporation.
- b) Only the insurance broker appointed by, and acting on the instructions of the Executive Committee can submit a claim to the building insurer. The building insurer will determine whether the claim is valid.
 - i. If the insurance broker submits a successful claim on behalf of the Owners Corporation, the Owners Corporation pays the excess specified in the insurance policy.



21. Ban on Private Use of Common Power

- a) The 240V single GPOs installed in enclosed garages must be used only for their intended purpose of powering the garage door openers.
- b) They must not be used to charge electric vehicles or to power other electrical appliances such as machines, mobility or E-scooters, E-bicycles, fridges, freezers etc.
- c) Owners found in breach of sub-rule 21 (b) will be charged \$120 per incident (regardless of actual consumption).

22. Moving In and Out

- a) Each unit owner must:
 - i. Retain an up-to-date copy of these Rules from the Strata Manager.
 - ii. Make a copy of these Rules available to their property manager (if any) and to all tenants, occupiers and users of their unit upon arrival.
- b) Each unit owner and resident tenant must:
 - i. Notify the Strata Manager at least two (2) working days before moving in or moving out.
 - ii. Arrange with the Building Manager to book a lift and have protective lift covers installed before moving in or out.

23. Pool Area and Umbrellas

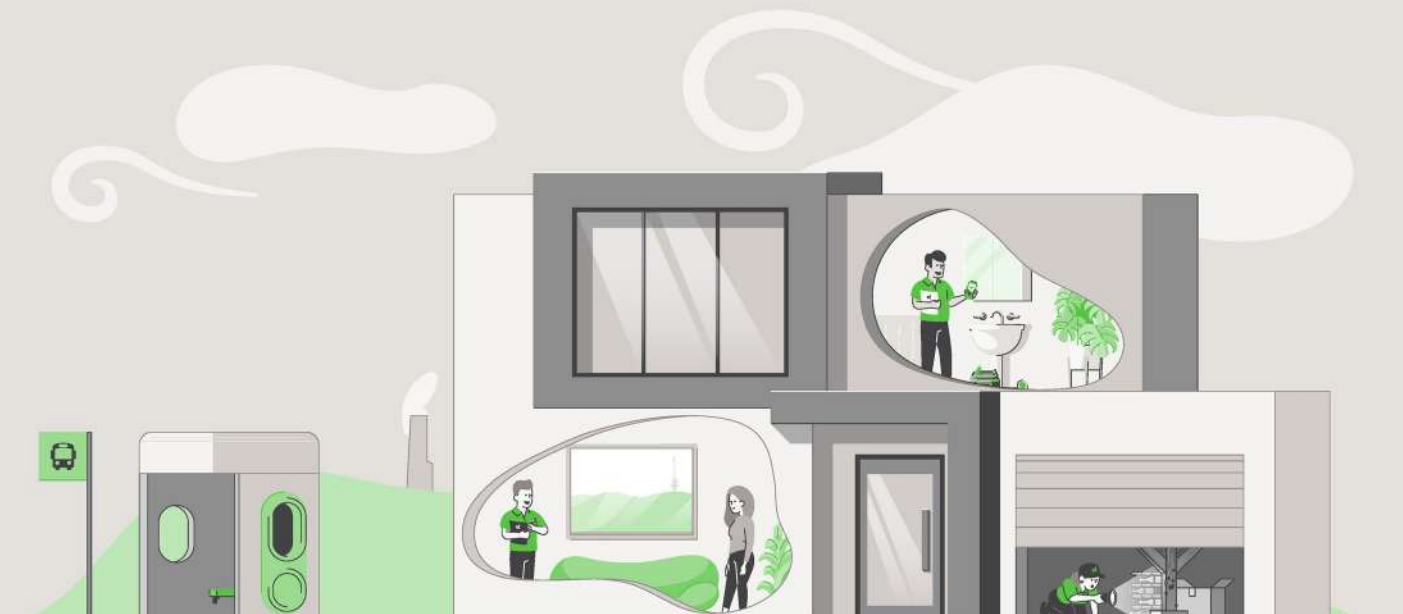
- a) Owners and residents are required to supervise all visitors and children in the outdoor pool area at all times.
- b) Owners and residents must:
 - i. Comply with the Pool Rules.
 - ii. Ensure pool lounges and furniture and the pool umbrellas are used safely.
 - iii. Close and lock down umbrellas after you have used them, or whenever there are high winds, especially if you are the last to leave the area.
 - iv. Leave the pool and BBQ area in a clean and tidy condition.
 - v. Report any damage to the Building Manager.



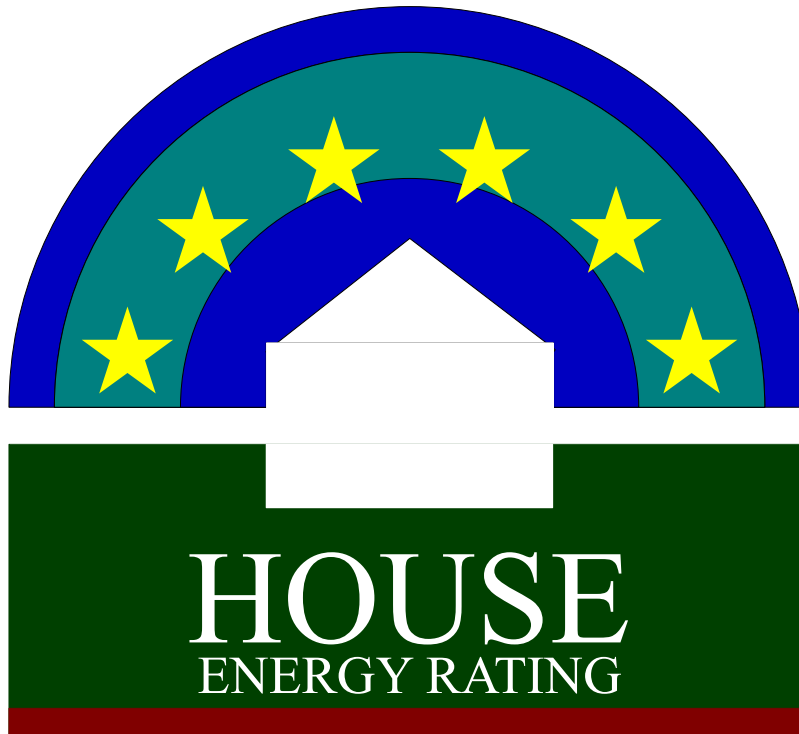
UP4787: Pet Registration Form (Rule 5)

Pet Owner	
Name(s)	
Email	
Phone	
Unit number	
Emergency Contact	
Name	
Email	
Phone	
Pet Details	
Type of animal	
Animal's name	
Breed	
Colour	
Registration number	
Microchip number	
(For dogs) date of desexing	
(For cats) born before 1 July 2022	Yes / No
Assistance animal	Yes / No
Total number of pets in Unit	
Declarations	
I have read the Owners Corporation Rules about pets in units	Yes / No
I agree to keep the animal in accordance with the Owners Corporation Rules about pets in units	Yes / No
Signature	
Date	

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 23 POINTS**

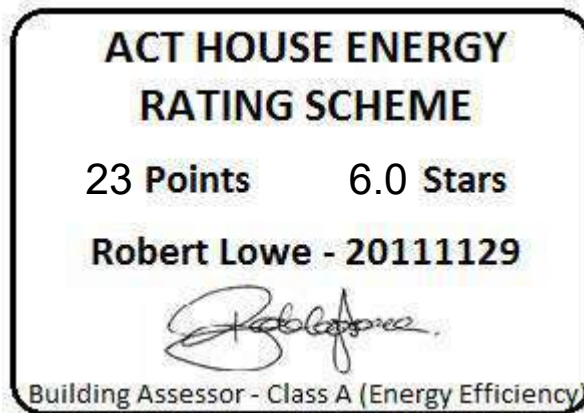
Name: Ferris

Ref No: 70069

House Title: Unit 55 Block 10 Section 24 PHILLIP

Date: 09-06-2026

Address: 55/15 Irving Street, Phillip ACT 2606



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	23											
Potential	36											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

13

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	23	★★★★★★
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Largest windows in the dwelling;

Direction : West

Area : 27 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. West	24	★★★★★★
2. North West	37	★★★★★★
3. North	51	★★★★★★
4. North East	46	★★★★★★
5. East	36	★★★★★★
6. South East	30	★★★★★★
7. South	26	★★★★★★
8. South West	23	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 55 Block 10 Section 24 PHILLIP, 55/15 Irving Street, Phillip ACT 2606

Assessor's Name:

Net Conditioned Floor Area: 78.6 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	116	Insulation:	-102			
WALL				6	-2	4
Surface Area:	1	Insulation:	6	Mass:	-3	
FLOOR				22	-5	17
Surface Area:	16	Insulation:	-2	Mass:	4	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	42 %			
Exhaust Fans	41 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	16 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-14	-28	-42
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	2	2%	-3	1	0	-2
W	27	34%	-44	32	-28	-40
Total	29	37%	-46	33	-28	-42

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 11 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			37	-35	23*

* includes 21 points from Area Adjustment

Detailed House Data

House Details

ClientName Ferris
HouseTitle Unit 55 Block 10 Section 24 PHILLIP
StreetAddress 55/15 Irving Street, Phillip ACT 2606
FileCreated 09-06-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	18.2m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	63.8m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	13.7m	2.6m
2	Framed: FC Sheet Clad	Yes	R0.0	13.1m	2.6m
3	Framed: FC Sheet Clad	No	R2.5	14.3m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	82.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.4m	3.0m	No	DG2	ALIMPR	HB	No	2.5m	2.5m	0.2m
2	N	2.4m	0.7m	No	DG2	ALIMPR	HB	No	2.5m	2.5m	0.2m
3	W	2.4m	5.3m	No	DG2	ALIMPR	HB	No	1.2m	1.2m	0.2m
4	W	2.4m	3.0m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	W	2.4m	3.0m	0.0m	0.0m	0.0m	0.0m	1.2m	0.0m	2.3m	0.0m
2	N	2.4m	0.7m	2.7m	3.0m	3.0m	-2.3m	0.0m	0.0m	3.0m	0.0m
3	W	2.4m	5.3m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	3.4m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Tayla Ferris
55/15 Irving Street
PHILLIP ACT 2606
AUSTRALIA

Invoice Date
29 May 2026

Invoice Number
INV-70069

Reference
55/15 Irving Street, Phillip
ACT 2606

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 16 Jun 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

This Tenancy Agreement is made on 23 May 2025

SCHEDULE

ITEM 1 LESSOR

Name: Tayla Ferris
 Company Name: ACN/ABN:
 Name:
 Company Name: ACN/ABN:
 Address for Service of Notices: **Agent** (refer Item 2)
~~OR~~
 Suburb: State: Postcode:

ITEM 2 AGENT

Name: Hive Property (act) Pty Ltd Trading as: HIVE
 trading as Hive Property (act) PM Pty Ltd
 Licence Number: 1843079 ACN/ABN: 66 650 368 577
 Address: Level 1, 4 Campion Street
 Suburb: DEAKIN State: ACT Postcode: 2600
 Phone: 61821802 Mobile: 6182 1802
 Email: pmaccounts@hivecbr.com.au

ITEM 3 TENANT

First Name	Surname	Tenant contributing to bond
1. Margaret	Kenny	Yes / No
Email: mollykenny26@gmail.com		
2.		Yes / No
Email:		
3.		Yes / No
Email:		
4.		Yes / No
Email:		
Company Name: ACN/ABN:		
Email:		
Address:		
Suburb:	State:	Postcode:
Address for Service of Termination Notices: 55/15 Irving St		
Suburb: Phillip	State: ACT	Postcode: 2606
Address for Service of Other Notices: Email:		
Address:		
Suburb:	State:	Postcode:

ITEM 4 PREMISES

Block: Section: Division: Unit No: Units Plan:
 Address: 55/15 Irving St
 Suburb: Phillip State: ACT Postcode: 2606

ITEM 5 NUMBER OF OCCUPANTS

Maximum number of persons permitted to occupy the Premises: 1 X ADULT ONLY



TENANCY AGREEMENT (RESIDENTIAL)

ITEM 6 FIXED TERM TENANCY

The term of this Tenancy Agreement is for: TWELVE ~~weeks~~ / months / ~~years~~
 commencing on: 15 Aug 2025 and ending on: 14 Aug 2026 (the Term)
 If the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply, except that the tenancy will be a periodic tenancy.

ITEM 7 PERIODIC TENANCY

~~This Tenancy Agreement commences on: _____ and ends upon the termination of this Tenancy Agreement by either the Lessor or the Tenant (the Term).~~

ITEM 8 RENT

The rent equates to \$680.00 per week payable at the rate of \$1,360.00 per ~~week~~ / fortnight / ~~calendar month~~
 payable in advance commencing on 15 Aug 2025

ITEM 9 PAYMENT

The method by which the rent must be paid:
 Bank Cheque / Money Order made out to:
 DEFT Payment Systems: Biller Code: Ref No.
 Direct Debit to commence on 25 / 08 / 2025
 Other: HIVE PROPERTY CANBERRA BSB: 082-902 ACCOUNT: 323-376-889 REF NUMBER:

ITEM 10 BOND

\$2,720.00 being an amount equivalent to four weeks rent or \$
 Lodged with the ACT Office of Rental Bonds *Note: Bond to be lodged with the ACT Office of Rental Bonds

Address for service of documents - ACT Office of Rental Bonds

Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:
 pmaccounts@hivecbr.com.au

Any notice or any document issued by the ACT Office of Rental Bonds to the Tenant is to be delivered to the following address (an email address should be provided for each Tenant contributing to the bond). Please notify the ACT Office of Rental Bonds should you not wish to receive documents by email:
 mollykenny26@gmail.com

ITEM 11 EMERGENCY TRADESPEOPLE

As notified by the Lessor or the Agent from time to time.

ITEM 12 CONDITION OF PREMISES

initials  

The Premises is provided:
 Unfurnished.
 Partially furnished as stipulated in the inventory and condition report.
 Furnished as stipulated in the inventory and condition report.

ITEM 13 SALE OF PREMISES (refer to section 46B(1)(a) of the Act)

initials  

Does the Lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?
 Yes
 No

ITEM 14 POSTING TERMINATION CLAUSE (refer to Additional Clause 102)

initials  

Does a Posting Termination Clause apply to this Tenancy Agreement?
 Yes
 No





TENANCY AGREEMENT (RESIDENTIAL)

ITEM 15 PETS

(refer to Additional Clause 107)

initials

[Handwritten initials]

[Handwritten initials]

Is the Tenant required to obtain the Lessor's prior written consent to the keeping of an animal in the Premises?

- Yes
- No

ITEM 16 ADDRESS FOR SERVICE OF DOCUMENTS

- (1) The Landlord may be contacted by email or by post via the Agent at the Agent's address stated in Item 2.
- (2) For the Landlord:
 - (a) any document may be delivered to the Landlord by email, registered post or in person, via the Agent at the Agent's address stated in Item 2;
 - (b) any notice to be served on the Landlord, except a notice to vacate, must be in writing and may be served by sending the notice by email or prepaid post to the Agent's address stated in Item 2; and
 - (c) any notice to vacate to be served on the Landlord, must be in writing and may only be served by leaving it at, or sending it by prepaid post to, the Agent's address stated in Item 2.
- (3) For the Tenant:
 - (a) any document may be delivered to the Tenant by leaving it at the Premises or by sending it by email or post to the Tenant's address stated in Item 3;
 - (b) any notice to be served on the Tenant, except a notice to vacate, must be in writing and may be served by:
 - (i) leaving it at the Premises;
 - (ii) sending the notice by email or prepaid post to the Tenant's address stated in Item 3; or
 - (iii) delivering it to the Tenant personally; and
 - (c) any notice to vacate to be served on the Tenant, must be in writing and may only be served by:
 - (i) leaving it at the Premises;
 - (ii) sending it by prepaid post to the Premises, the Tenant's address stated in Item 3, or the address of the business of the Tenant last known to the Landlord; or
 - (iii) delivering it to the Tenant personally.
- (4) The parties acknowledge the address for service stated above is provided pursuant to clause 98 of the Agreement.
- (5) Despite Item 16(2)(c), the Landlord may, at the Landlord's absolute discretion, accept service of a defective notice to vacate or a notice to vacate sent by email to the Agent's address stated in Item 2.

ITEM 17 MINIMUM HOUSING STANDARD (except the Minimum Ceiling Insulation Standard)

Is the Premises required to comply with a Minimum Housing Standard? Yes No The Premises is exempt
 If yes, does the Premises comply with the Minimum Housing Standard? Yes No

If the Premises does not comply,

(a) the reason the Premises does not comply with a Minimum Housing Standard is due to _____

(b) the proposed date by which the Premises will comply is _____

Note: If a regulation prescribes a period in which the Premises must comply, the proposed date is the end of the period, or in any other case, 1 month after the day this Tenancy Agreement is entered into.

If the Premises is exempt, the reason for the exemption is _____



TENANCY AGREEMENT (RESIDENTIAL)

ITEM 18 CEILING INSULATION

Is the premises required to comply with the Minimum Ceiling Insulation Standard? Yes No The Premises is exempt

If yes, does the Premises comply with the Minimum Ceiling Insulation Standard? Yes No

If the Premises does not comply, the proposed date by which the Premises will comply is _____.

If the Premises is exempt, the Lessor is not required to comply with the Minimum Ceiling Insulation Standard due to: (tick as applicable)

the Premises, or part of the Premises is registered under the *Heritage Act 2004* and the installation of required ceiling insulation in a required area would, or would be likely to, have a significant adverse impact on the heritage significance of the Premises; or

the Premises is a unit under the *Unit Titles Act 2001* in a building with 2 or more storeys and the required area is located immediately below another unit in the building;

ceiling insulation is not able to be installed in a required area for structural reasons;

the Tenant has told the Agent/Lessor in writing that the Tenant does not want ceiling insulation installed in the Premises;

before entering into this Tenancy Agreement, the Lessor has told the Tenant in writing that the Lessor intends to demolish all of the Premises, or a substantial part of the Premises, within 2 years after the day the Lessor enters into this Tenancy Agreement;

the Tenancy Agreement is for a fixed term of 12 months or less and the Tenant is the former owner of the Premises;

the Premises is a unit under the *Unit Titles Act 2001* on the top storey of a building and the Lessor has written confirmation from the Owners Corporation for the building that the Corporation -

intends to arrange for required ceiling insulation to be installed in parts of the building, including the required area of the Premises; or

refuses permission for the Lessor to install required ceiling insulation.

ITEM 19 ENERGY EFFICIENT RATING STATEMENT

Has an energy efficiency rating statement of the premises been provided to the Tenant? Yes No

ITEM 20 ASBESTOS ASSESSMENT REPORT

Is the Lessor aware of there being an asbestos assessment report for the premises? Yes No

If yes, has a copy of the asbestos assessment report been provided to the Tenant? Yes No

If no, has an asbestos advice been provided to the Tenant? Yes No

ITEM 21 UNIT TITLE RENTAL CERTIFICATE

Item 21 only applies if the premises is a unit.

Has a unit title rental certificate for the premises been given to the Tenant? Yes No

Has there been any change to the unit title rental certificate since it was issued? Yes No

If yes, the changes are:

ITEM 22 POOLS AND SPAS

Is there a pool (including demountable, temporary or kids pool), spa, floatation tank or tub, or excavation, structure or vessel that can be filled with water to a depth of 300mm or more: Yes No

If yes, provide details:

The pool was constructed before/after 1 May 2023.

Attached to this Tenancy Agreement is:

If the pool was constructed before 1 May 2023: (tick one)

- a copy of the guidance material notified under the *Building Act 2004*
- if the pool has been granted a Ministerial exemption, the exemption certificate or if only exempt from part of the safety standard, a compliance certificate for the pool to the extent that it is not exempt from the standards
- if no Ministerial exemption has been granted, a swimming pool disclosure statement, a compliance certificate OR a certificate of occupancy for the pool and safety barrier

If the pool was built or substantially altered after 1 May 2023: (tick one)

- a summary pool disclosure statement
- a compliance certificate for the pool
- a certificate of occupancy for the pool and safety barrier*

*Note: a certificate of occupancy must not be older than 5 years

ADDITIONAL CLAUSES

~~**Clause 102 - Termination because of posting**~~

- (1) This clause applies if Item 14 is marked "Yes".
- (2) The Lessor and the Tenant agree to the Posting Termination Clause being included in this Agreement.
- (3) This Tenancy Agreement may be terminated:
 - (a) if the Lessor is posted to the ACT in the course of the Lessor's employment - by the Lessor giving the Tenant at least 8 weeks written notice to vacate the Premises; or
 - (b) if the Tenant is posted away from the ACT in the course of the Tenant's employment - by the Tenant giving the Lessor at least 8 weeks written notice of the Tenant's intention to vacate the Premises.
- (4) A notice under subclause (3) must be accompanied by evidence of the posting (for example a letter from the employer of the Lessor or Tenant confirming the details of the posting).
- (5) The Tenancy Agreement terminates:
 - (a) 8 weeks after the day the notice is received under subclause (3); or
 - (b) if a later date is stated in the notice - on the stated date.

Clause 103 - Tenant Warranty

The Tenant warrants, to the best of the Tenant's knowledge, that the information contained in the Schedule is accurate and complete in every way.

Clause 104 - Standard Residential Tenancy Terms

The Standard Residential Tenancy Terms contained in Schedule 1 of the Act apply to this Tenancy Agreement.

Clause 105 - Joint and Individual Liability

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally.

Clause 106 - Smoking

- (1) The Tenant acknowledges and agrees that:
 - (a) the Tenant, and any guest of the Tenant, is prohibited from smoking inside the dwelling (being the improvements of which form part of the Premises);
 - (b) smoking is only permitted outside the dwelling; and
 - (c) upon the Tenant vacating the Premises, the Tenant must clean and repair any damage caused to the outside of the dwelling caused by the Tenant smoking on the Premises.
- (2) In the event the Tenant breaches subclause (1)(a), the Tenant must:
 - (a) arrange for the professional cleaning of the dwelling (including all carpeted areas, blinds and walls) to the satisfaction of the Lessor, acting reasonably; and
 - (b) rectify any damage caused to the dwelling, and any property of the Lessor in the dwelling, by the Tenant smoking in the dwelling.

Clause 107 - Pets

- (1) Where the Tenant must obtain the Lessor's consent to the keeping of an animal on the Premises, the Tenant must apply for the Lessor's consent in writing.
- (2) Where the Tenant is not required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises and the Tenant intends to keep or keeps an animal on the Premises, the Tenant must at all times comply with those terms and conditions attached to this Tenancy Agreement (if any).
- (3) Where the Premises is a unit, the Tenant acknowledges that the keeping of an animal on the Premises is subject to the approval of the Owner's Corporation.
- (4) Where the Tenant is permitted to keep an animal on the Premises:
 - (a) the Lessor may impose reasonable conditions of the Tenant's keeping of the animal on the Premises, including but not limited to the number of animals kept on the Premises and the extent to which the Premises must be cleaned and maintained;
 - (b) the Tenant must comply with any conditions imposed by the Lessor; and
 - (c) the Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or any costs incurred by the Lessor in connection with the Tenant keeping an animal on the Premises.

**TENANCY AGREEMENT
 (RESIDENTIAL)**

Clause 108 - Modifications

- (1) In addition to clauses 67 and 68 of this Tenancy Agreement, the Tenant acknowledges and agrees that:
 - (a) the Tenant must obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises and the Tenant must apply for the Lessor's consent in writing;
 - (b) when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and
 - (c) any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.
- (2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

Clause 109 - Privacy Policy

initials





- (1) The *Privacy Act 1988* (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.
- (2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.
- (3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.
- (4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to:
 - (a) identify and verify the Tenant's identity;
 - (b) make recommendations to the Lessor;
 - (c) manage the Residential Agreement and Premises for the Lessor;
 - (d) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary);
 - (e) liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement;
 - (f) comply with any applicable laws;
 - (g) comply with any dispute resolution process;
 - (h) to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and
 - (i) marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.
- (5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).
- (6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please tick this box: or otherwise notify the Agent.
- (7) The Tenant is entitled to request access to the Tenants personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.
- (8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.
- (9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

Clause 110 - Electronic Communication

- (1) For the purposes of this clause, electronic communication has the same meaning as defined in the *Electronic Transactions Act 2001* (ACT).
- (2) Where a provision of this Tenancy Agreement:
 - (a) requires a party to provide information to the other;
 - (b) permits a party to provide information to the other; or
 - (c) requires a party to produce a document to the other, that is in the form of paper, an article or other material, that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties:
 - (d) consent to the information and document being provided by an electronic communication; and
 - (e) agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.
- (3) In respect of the production of a document, the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.
- (4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:
 - (a) a method being used to identify the party and to show the party's intention in relation to the information communicated; and
 - (b) the method being reliable and appropriate for the document being signed,
- (5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).
- (6) If due to this Tenancy Agreement being signed by an electronic communication:
 - (a) this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
 - (b) the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.
- (7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and conditions within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenant's behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.
- (8) The Tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, losses or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.



TENANCY AGREEMENT (RESIDENTIAL)

SIGNED BY THE LESSOR

Tayla Ferris

in the presence of:

Signed by: Caitlin Brodnick (Name of Lessor)
254DC958F2D5432...
(Signature of Lessor or Lessor's representative)

(Name of witness)

(Signature of witness)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement
04-06-25 | 1:47:21 PM AEST
(Date)

Note: No witness is required if the Lessor signs this agreement electronically.

(Date)

(Name of Lessor)

(Signature of Lessor or Lessor's representative)

in the presence of:

(Name of witness)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

Note: No witness is required if the Lessor signs this agreement electronically.

(Date)

■ / We accept the terms of this Tenancy Agreement and acknowledge having been given the opportunity to obtain advice in respect of this Tenancy Agreement.

SIGNED BY THE TENANT

Margaret Kenny

in the presence of:

Signed by: [Signature] (Name of Tenant)
29F25971BD1D4B4...
(Signature of Tenant)

(Name of witness)

(Signature of witness)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement
03-06-25 | 5:42:57 PM AEST
(Date)

Note: No witness is required if the Tenant signs this agreement electronically.

(Date)

(Name of Tenant)

(Signature of Tenant)

in the presence of:

(Name of witness)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

Note: No witness is required if the Tenant signs this agreement electronically.

(Date)

(Name of Tenant)

(Signature of Tenant)

in the presence of:

(Name of witness)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

Note: No witness is required if the Tenant signs this agreement electronically.

(Date)

(Name of Tenant)

(Signature of Tenant)

in the presence of:

(Name of witness)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

Note: No witness is required if the Tenant signs this agreement electronically.

(Date)



TENANCY AGREEMENT (RESIDENTIAL)

Standard Residential Tenancy Terms

Lessor and Tenant must comply with terms of Tenancy Agreement

1. (1) This Tenancy Agreement is made under the *Residential Tenancies Act 1997* (the **Act**).
- (2) The Lessor and the Tenant may agree to add additional clauses to this Tenancy Agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
- (3) Except where otherwise stated, terms defined in this Tenancy Agreement have the same meaning given to them in the Act.
2. By signing this Tenancy Agreement, the Lessor and the Tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this Tenancy Agreement cannot contract out of it or out of the provisions of the Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the Tenancy Agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this Tenancy Agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Act.

Costs and procedures for establishing Tenancy Agreement

7. The Lessor bears the cost of preparation and execution of this Tenancy Agreement.
8. The Tenant is responsible for any legal costs that the Tenant incurs in relation to preparation and execution of the Tenancy Agreement.
9. The Lessor must give a copy of the proposed Tenancy Agreement to the Tenant before the commencement of the tenancy.
10. This Tenancy Agreement must be signed by the Tenant and by the Lessor (or by their authorised agents).
11. The Lessor must give a copy of this Tenancy Agreement, signed by each party, to the Tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the Tenant has returned a signed copy.
12. If the Lessor does not return this Tenancy Agreement to the Tenant, as provided by clause 11, this Tenancy Agreement has full effect in the terms signed by the Tenant on occupation of the Premises or acceptance of rent.

Information

13. (1) The Lessor must provide to the Tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this Tenancy Agreement.
- (2) If it is not possible to provide the Tenant with a booklet, the Lessor must inform the Tenant of the booklet and where it may be obtained.
- (3) If the Premises are a unit within the meaning of the *Unit Titles Act 2001* (ACT), the Lessor must give the Tenant a copy of the owners corporation's rules before the commencement of this Tenancy Agreement.

BOND AND CONDITION REPORT

Maximum Bond

14. Payment of a bond is not necessary unless required by the Lessor.
15. Only 1 bond is payable for the tenancy created by this Tenancy Agreement.
16. The amount of the bond must not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

17. If the Lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

If the Lessor and Tenant agree that the Tenant is to lodge the bond

19. If the parties agree that the Tenant is to lodge the bond, the following applies:
 - (a) the Tenant, or the Lessor on the Tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

- (b) the Tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
- (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the Premises to the Tenant and if this is the case, the Tenant must be able to take possession of the Premises and receive the keys to the Premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the Lessor that the bond was received by the Office.

If the Lessor is to lodge the bond

20. If the Lessor is to lodge the bond, the following applies:
 - (a) on receiving the bond, the Lessor must give the Tenant a receipt for the bond;
 - (b) the Lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

Note Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
 - (c) the Lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
 - (i) the later of 2 weeks after receiving the bond and the commencement of this tenancy; or
 - (ii) if the Agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of this tenancy.

Condition Report

21. (1) Within 1 day of the Tenant taking possession of the Premises, the Lessor must give 2 copies of a condition report completed by the Lessor to the Tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The Tenant must examine the report and indicate on the report the Tenant's agreement or disagreement with the items.
- (2) Within 2 weeks after the day the Tenant receives the report, the Tenant must return 1 copy of the report to the Lessor, signed by the Tenant and indicating the Tenant's agreement or disagreement with the report or parts of the report.
- 22A. However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and Tenant need not comply with the clause 21 and clause 22 if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

End of Tenancy - Inspection and Condition Report

23. (1) The Lessor must keep the condition report for a period of not less than 12 months after the end of the tenancy.
- (2) However, if a condition report is not completed because of clause 22A, the Lessor must keep the original condition report and any subsequent condition report, for a period of not less than 12 months after the end of this Tenancy agreement.
- 23A. (1) At the end of this tenancy, an inspection of the Premises must be carried out in the presence of the Lessor and Tenant.
- (2) A condition report based on the inspection must be completed in the presence of, and signed by, the Lessor and Tenant.
- (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.
- (4) However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and tenant need not comply with subclauses (1) to (3) if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

RENT AND OTHER CHARGES

Rent and bond only as payment for the tenancy

24. The Lessor must not require any payment other than rent or bond for the following:
- (a) the granting, extension, transfer or renewal of this tenancy or subtenancy;
 - (aa) consenting to -
 - (i) a person becoming a co-tenant; or
 - (ii) a co tenant stopping being a party to the tenancy agreement;
 - (b) vacating of Premises;
 - (c) obtaining a key to the Premises; or
 - (d) information on the availability of tenancies.

Holding deposits

25. The Act prohibits the taking of holding deposits.

Payment of rent

26. (1) The Tenant must pay the rent on time.
 (2) The Tenant must not use the bond money to pay the rent for the last weeks of this tenancy.
 (3) The Tenant and the Lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
 (4) The Tenant and Lessor may agree that rent is to be paid electronically.
27. The Lessor must not require the Tenant to pay rent by postdated cheque.

Maximum rent in advance

28. The Lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the Tenant.

Rent receipts

29. If rent is paid in person to the Lessor or Agent, a receipt must be given at that time.
30. In other circumstances where rent is paid to the Lessor, a receipt must be provided or sent by post within 1 week of its receipt.
31. (1) A receipt for payment of rent must specify the amount paid.
 (2) A receipt should specify the following:
 - (a) the date of payment;
 - (b) the period in relation to which the payment is made;
 - (c) the Premises; and
 - (d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the Lessor must provide this information to the Tenant within 4 weeks of a request by the Tenant.
32. A receipt is not required if the rent is paid by the Tenant directly into an account nominated by the Lessor or Agent.

Rent records

33. (1) The Lessor must keep, or cause to be kept, records of the payment of rent.
 (2) Those records must be retained for a period of not less than 12 months after the end of this tenancy.

Increase in rent

34. (1) The amount of rent under this Tenancy Agreement must not vary from period to period, except as provided by the Residential Tenancies Act.
 (2) Also, if this Tenancy Agreement is a consecutive tenancy agreement, the amount of rent must not vary from the amount of rent under the terminating or terminated residential tenancy agreement except as provided by the Residential Tenancies Act (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).
35. (1) The rent must not be increased at intervals of less than 12 months from either the beginning of this Tenancy Agreement for the first increase, or after that, from the date the last increase took effect.

- (2) However, if this Tenancy Agreement is a consecutive tenancy agreement, the rent must not be increased at intervals of less than 12 months from the date the last increase took effect, whether under this Tenancy Agreement or the terminated residential tenancy agreement (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).

36. (1) This clause applies if the housing commissioner-
 (a) is the Lessor under this Tenancy Agreement; and
 (b) had decided to increase the rent after a review of rent under the *House Assistance Act 2007*, section 23.
- (2) Despite clause 35, the housing commissioner may increase the rent.
- (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 12 months after the date the last rent increase for the Premises took effect.

37. The restrictions on the amount and frequency of rental rate increases apply provided the identity of at least 1 of the Tenants who occupy the Premises remains the same as at the time of the last increase (the meaning of rental rate increase is set out in the Residential Tenancies Act).

Review of excessive rent increases

38. (1) The Lessor must give the Tenant 8 weeks written notice of an intended:
 - (a) increase in the rent under this Tenancy Agreement (including where this Tenancy Agreement is a consecutive tenancy agreement); or
 - (b) increase in the rent that will take effect under a proposed consecutive tenancy agreement.
- (2) The notice to the Tenant must include the date when the increase is proposed to take effect, the amount of the proposed increase, whether the amount of the increase is more than the prescribed amount, and the ACAT's prior approval must be obtained for an increase that is more than the prescribed amount if the Tenant does not agree to the increase.
39. (1) The Tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Act).
 (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
40. If the Tenant remains in occupation of the Premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
41. (1) If the Tenant wishes to vacate the Premises before the increase takes effect, the Tenant must give 3 weeks' notice to the Lessor.
 (2) However, for an increase in the rent that will take effect under a proposed consecutive tenancy agreement, the Tenant may terminate this Tenancy Agreement under clause 88 (for a periodic tenancy) or clause 89 (for a fixed term tenancy).

Lessor's costs

42. The Lessor is responsible for the cost of the following:
 - (a) rates and taxes relating to the Premises;
 - (b) services for which the Lessor agrees to be responsible;
 - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;
 - (d) all services up to the time of measurement or reading at the beginning of this tenancy; and
 - (e) all services after reading or measurement at the end of this tenancy providing the Tenant has not made any use of the service after the reading.
43. (1) The Lessor must pay for any physical installation of services (eg. water, electricity, gas, telephone line).
 (2) The Tenant is responsible for the connection of all services that will be supplied in the Tenant's name.

TENANCY AGREEMENT (RESIDENTIAL)

44. The Lessor must pay the annual supply charge associated with the supply of water or sewerage.
45. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Lessor is responsible for all owners corporation charges.

Tenant's costs

46. The Tenant is responsible for all charges associated with the consumption of services supplied to the Premises, including electricity, gas, water and telephone.
47. The Tenant is not required by the Lessor to connect or continue a telephone service.

Reading of metered services

48. (1) The Lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the Tenant.
- (2) The Lessor must provide the Tenant with an opportunity to verify readings and measurements.
49. If the Lessor does not arrange reading or measurement of a service connected in the name of the Lessor by the day after the date of expiry of notice to vacate given in accordance with this Tenancy Agreement or the Act, the Lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
50. (1) If the Tenant vacates the Premises without giving notice before departure, the Lessor must arrange a reading or measurement of services connected in the Lessor's name within a reasonable time of the Lessor becoming aware of the departure of the Tenant.
- (2) The Tenant is responsible for payment of services to the date of that reading or measurement.

Tenant's use of the Premises without interference

51. The Lessor guarantees that there is no legal impediment to the use of the Premises for residential purposes by the Tenant.
52. The Lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Premises.
53. Unless otherwise agreed in writing, the Tenant has exclusive possession of the Premises, as described in the agreement, from the date of this Tenancy Agreement.

LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

Lessor to install and maintain smoke alarms

- 53A. (1) The Lessor must install and maintain smoke alarms in the Premises.
- (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Act, section 11B.

LESSOR TO MAKE REPAIRS

Lessor to provide Premises in a reasonable state at the start of the tenancy

54. (1) At the start of this tenancy, the Lessor must ensure that the Premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are -
- fit for habitation;
 - reasonably clean;
 - in a reasonable state of repair; and
 - reasonably secure.
- (2) An exclusion must be in writing and may, but need not, be included in this Tenancy Agreement (if in writing).
- (3) The Lessor or the Tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (4) The Lessor or the Tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
- (5) If the Tenant, or a person living at the Premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* (ACT) or the *Personal Violence Act 2016* (ACT), the Tenant or person may change locks (at his or her own cost) without the agreement of the other party.
- (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

Lessor to make repairs

55. (1) The Lessor must maintain the Premises in a reasonable state of repair having regard to their condition at the commencement of this Tenancy Agreement.
- (2) The Tenant must notify the Lessor of any need for repairs.
- (3) This section does not require the Tenant to notify the Lessor about anything that an ordinary Tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
56. The Lessor is not obliged to repair damage caused by the negligence or wilful act of the Tenant.
57. Subject to clause 55, the Lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title Premises

58. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), and the Tenant's use and enjoyment of the Premises reasonably requires repairs to the common property, the Lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

59. The Tenant must notify the Lessor (or the Lessor's nominee) of the need for urgent repairs as soon as practicable, and the Lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
60. The following are urgent repairs in relation to the Premises, or services or fixtures supplied by the Lessor:
- a burst water service;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm or fire damage;
 - a failure of gas, electricity or water supply to the Premises;
 - the failure of a refrigerator supplied with the Premises;
 - a failure or breakdown of any service in the Premises essential for hot water, cooking, heating, cooling or laundering;
 - a fault or damage that causes the residential Premises to be unsafe or insecure;
 - a fault or damage likely to cause injury to person or property; and
 - a serious fault in any door, staircase, lift or other common area that inhabits or unduly inconveniences the Tenant in gaining access to and use of the Premises.

Tenant may authorise urgent repairs in certain circumstances

61. If the Lessor (or Lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the Tenant may arrange for urgent repairs to be effected to a maximum value of up to 5 % of the rent of the property over a year.
62. The following procedures apply to urgent repairs arranged by the Tenant:
- the repairs arranged by the Tenant must be made by the qualified tradesperson nominated by the Lessor in this Tenancy Agreement;
 - if the Lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable - the repairs must be performed by a qualified tradesperson of the Tenant's choosing;
 - if the repairs are arranged by the Tenant in accordance with these procedures - the Lessor is liable for the cost of repairs and the tradesperson may bill the Lessor direct; and
 - if the Tenant does not act in strict compliance with this clause - the Tenant is personally liable for the cost of any urgent repairs arranged by the Tenant.
- 62A. The Lessor must ensure the Premises comply with the Minimum Housing Standards applying to the Premises.

TENANCY AGREEMENT (RESIDENTIAL)

TENANT TO LOOK AFTER THE PREMISES

The Tenant must take reasonable care of the Premises and keep the Premises reasonably clean

63. During the tenancy, the Tenant must -
- not intentionally or negligently damage the Premises or permit such damage;
 - notify the Lessor of any damage as soon as possible; and
 - take reasonable care of the Premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of this tenancy and the normal incidents of living.
- 63A. The Tenant must replace the battery in a smoke alarm installed in the Premises whenever necessary.
64. The Tenant must leave the Premises -
- in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the duration of the tenancy agreement; and
 - in substantially the same condition as the Premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.
65. The Lessor must not require the Tenant to make alternations, improvements or renovations to the Premises.

Tenant of unit to comply with owners corporation's rules

66. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this Tenancy Agreement.

Tenant must make no alterations and must not add any fixtures or fittings without the consent of the Lessor

67. (1) The Tenant must not, without the Lessor's written consent, make any renovation, alteration or addition to the Premises (time limits for the Lessor to refuse consent to special modifications are set out in the Act).
- (2) The Lessor may give consent subject to a reasonable condition, including a requirement that the Tenant use a suitably qualified tradesperson to undertake—
- the renovation, alteration, or addition; and
 - any restoration at the end of this tenancy.
- (3) Unless otherwise agreed, the Tenant is liable for the cost of any renovation, alteration or addition to the Premises.
- (4) Unless otherwise agreed, at the end of the tenancy the Tenant is responsible for restoring the Premises to substantially the same condition as the Premises were in at the commencement of this Tenancy Agreement, fair wear and tear excepted.
- (5) The Lessor and the Tenant may agree that any renovation, alteration, or addition to the Premises remains in place at the end of this Tenancy Agreement.
68. (1) The Tenant must not add any fixtures or fittings to the Premises without the consent of the Lessor.
- (2) The Lessor's consent must not be unreasonably withheld.
- (3) The Tenant must make good any damage to the Premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the Tenant before the Tenant leaves the Premises becomes the property of the Lessor.

Tenant must not use the premises for illegal purposes and must not disturb the neighbors

69. Unless otherwise agreed in writing, the Tenant must only use the Premises for residential purposes.
70. The Tenant must not:
- use the Premises, or permit them to be used, for an illegal purpose;
 - cause or permit nuisance; or
 - interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby Premises.
71. The Tenant must not leave the Premises vacant for more than 3 weeks without notifying the Lessor.

Tenant must not sell, dispose of, or sublet tenancy without consent of Lessor

72. (1) The Tenant must not assign or sublet the Premises or any part of them without the written consent of the Lessor.
- Consent may be given at any time.
 - No rights in relation to the Premises may be created in any third party before consent is obtained from the Lessor.

Co-tenant may leave tenancy agreement

- 72A. (1) A co-tenant may stop being a party to the tenancy agreement—
- with the consent of the lessor and each remaining co-tenant under the agreement; or
 - by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).
- (2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—
- by notice in writing; and
 - at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—
- the agreement continues between the lessor and the remaining co-tenants; and
 - the tenant's rights and obligations under the agreement end.

Becoming a new co-tenant to existing tenancy agreement

- 72B. (1) Another person may become a co-tenant under the tenancy agreement—
- with the consent of the lessor and each other co-tenant; or
 - under the Residential Tenancies Act, section 35D.
- (2) An existing tenant must seek the consent of the lessor and any other co-tenant—
- by notice in writing; and
 - at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If the person becomes a co-tenant—
- the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
 - the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.
- (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73. The Tenant is personally responsible for the actions or omissions of visitors, guests or other people on the Premises if:
- The action or omission would if performed by the Tenant have constituted a breach of this Tenancy Agreement; and
 - The person is on the Premises with the permission of the Tenant.
74. The Tenant is not personally responsible for the actions or omission of a person who is on the Premises:
- at the request of the Lessor;
 - to assist the Lessor perform any of the duties of the Lessor under this Tenancy Agreement (whether at the request of the Lessor or the Tenant); or
 - without the consent of the Tenant.

TENANCY AGREEMENT (RESIDENTIAL)

Keeping animals on Premises

- 74A. (1) The Tenant may keep an animal, or allow an animal to be kept, on the Premises.
(2) The Tenancy Agreement may require the Tenant to obtain the Lessor's prior written consent to keep an animal, or allow an animal to be kept, on the Premises (time limits for the Lessor to refuse consent are set out in the Act).
- 74B. The Tenant is responsible for any repairs or additional maintenance to the Premises required as a consequence of keeping an animal on the Premises.

LESSOR'S ACCESS TO PREMISES

Lessor cannot enter the premises except as provided in this tenancy agreement

75. (1) The Lessor must not require access to the Premises during the tenancy except as provided by the law, this Tenancy Agreement, the Act, or an order of the Tribunal.
(2) The Tenant may permit access to the Premises by the Lessor at any time.
(3) If requested, the Lessor or the Agent must provide identification to the Tenant.
76. The Lessor must not have access to the Premises -
(a) on Sundays; or
(b) on public holidays; or
(c) before 8.00 am and after 6.00 pm; other than -
(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the Premises; or
(e) with the consent of the Tenant.

Access in accordance with tenancy agreement

Routine Inspections

77. The Lessor may inspect the Premises twice in each period of 12 months following the commencement of this tenancy.
78. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the Premises -
(a) within 1 month of the commencement of this tenancy; and
(b) in the last month of this tenancy.
79. (1) The Lessor must give the Tenant 1 week written notice of an inspection.
(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
(3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.

Access for purchasers and new Tenants

80. The Tenant must permit reasonable access to the Premises during the period of 3 weeks before the end of this tenancy, on the Lessor giving 24 hours notice, to allow inspection of the Premises by prospective Tenants.
81. The Tenant must permit reasonable access to the Premises, on the Lessor giving 48 hours' notice, to allow inspection of the Premises by prospective purchasers of the Premises, but only if:
(a) the Lessor intends to sell the Premises; and
(b) the Lessor has previously notified the Tenant in writing of the Lessor's intention to sell.
- 81A. (1) The Tenant must not unreasonably refuse an inspection of the Premises by a prospective purchaser.
(2) However, the Tenant is not required to agree to more than 2 inspections a week.
(3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
(4) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a stated time.

Access for making or inspecting repairs or complying with minimum housing standards

82. (1) On giving the Tenant 1 week's notice (or such other agreed period), the Lessor may enter the Premises at a reasonable time, taking into account the interests of the Tenant and the Lessor, for the purpose of;
(a) making or inspecting repairs;
(b) inspecting the Premises to ensure the Premises complies with the Minimum Housing Standards; or
(c) undertaking work, or inspecting work undertaken, to ensure the Premises complies with the Minimum Housing Standards.
(1A) However, the Lessor must only enter the Premises for the purpose of an inspection, making repairs or undertaking work (the activity) if, taking into account the nature of the activity, it is reasonable and necessary to do so.
(2) For urgent repairs, the Lessor must give reasonable notice and enter the Premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

Notice to vacate by Lessor

83. A notice to vacate must be in writing, in the form required by the Act, and must include the following information:
(a) the address of the Premises;
(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and
(c) that the Lessor requires the Tenant to vacate the Premises by the expiry of the required notice period and that this Tenancy Agreement ends on the day that the Tenant vacates the Premises.

Notice of intention to vacate by Tenant

84. (1) If the Tenant serves a notice of intention to vacate and vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.
(2) On receiving a notice of intention to vacate, the Lessor may-
(a) accept the notice and accept that this Tenancy Agreement ends on the date stated in the notice; or
(b) apply to the tribunal for confirmation of this Tenancy Agreement, an order for compensation or both.
85. (1) The notice of intention to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:
(a) the address of the Premises;
(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
(c) the date the Tenant intends to terminate this Tenancy Agreement.
(2) If the Tenant vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.
(3) However, if the Tenant does not vacate the Premises on or before the date stated in the notice, the notice is taken to be withdrawn and this Tenancy Agreement continues.

Termination where Premises are not fit for habitation

86. (1) The Lessor or the Tenant may, by written notice, terminate this Tenancy Agreement on a date specified in the notice on the following grounds:
(a) the Premises are not fit for habitation; or
(b) the Premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
(2) However, the Lessor or Tenant must not terminate this Tenancy Agreement under subclause (1) only because the Lessor has failed to comply with the Minimum Housing Standards applying to the Premises.
87. (1) In either case the Lessor must give not less than 1 weeks' notice of termination of this tenancy, and the rent abates from the date that the Premises are uninhabitable.

TENANCY AGREEMENT (RESIDENTIAL)

- (2) The Tenant may give 2 days' notice of termination of the tenancy.
- (3) If neither the Lessor nor the Tenant give notice of termination of this tenancy, the rent abates for the period that the Premises are unable to be used for habitation, but this tenancy resumes when they are able to be used again.

Termination of tenancy by Tenant

Termination on or after end of fixed term

88. (1) If a periodic tenancy is granted under this Tenancy Agreement, or arises upon the expiry of a fixed term tenancy, the Tenant may give notice to terminate this Tenancy Agreement by giving the Lessor not less than 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This Tenancy Agreement ends on the date specified by the Tenant.
89. (1) If a fixed term tenancy is granted under this Tenancy Agreement, the Tenant may give notice to terminate at or after the expiry of the Term by giving 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This Tenancy Agreement ends on the date specified by the Tenant.

Termination before end of fixed term - fee for breaking lease

- 89A. (1) If this Tenancy Agreement is a fixed term agreement and the Tenant ends this Tenancy Agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or this Tenancy Agreement), the Lessor may require the Tenant to pay a fee (a **break fee**) of the following amount:
- (a) if the fixed term is 3 years or less -
- if less than half of the fixed term has expired - 6 weeks rent; or
 - in any other case - 4 weeks rent;
- (b) if the fixed term is more than 3 years - the amount agreed between the Lessor and Tenant.
- (2) If the Lessor requires the Tenant to pay the break fee, the Lessor agrees to take reasonable steps to find a new tenant for the Premises.
- (3) The Lessor agrees that the compensation payable by the Tenant for ending this Tenancy Agreement before the end of the fixed term -
- is limited to the amount of the break fee specified in subclause (1); and
 - is not payable until the defined period after the Tenant vacates the Premises has ended.
- (4) However, the Lessor and Tenant agree that if, within the defined period after the Tenant vacates the Premises, the Lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the Tenant is limited to -
- the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and
 - if the Tenant vacates the Premises more than 4 weeks before the end of the fixed term - the Lessor's reasonable costs (not exceeding the defined cost limit) of advertising the Premises for lease and of giving a right to occupy the Premises to another person.
- (5) This clause does not apply if this Tenancy Agreement is ended by the Tenant under any of the following provisions of the Residential tenancies Act:
- section 46A (Termination of agreement for aged care or social housing needs);
 - section 46B (Termination of fixed term agreement if premises for sale);
 - section 46D (Termination for family violence);
 - section 46G (Co-Tenancies - effect of serving family violence termination notice);
 - section 64AA (Termination - affected residential premises);
 - section 64AB (Termination - eligible impacted property);

- (6) In this clause;

defined cost limit means -

- if at least half of the fixed term has expired - an amount equal to 2/3 of 1 week's rent; or
- if less than half of the fixed term has expired - an amount equal to 1 week's rent.

defined period means -

- if subclause (1) (a) (i) applies - 6 weeks; or
- if subclause (1) (a) (ii) applies - 4 weeks; or
- if subclause (1) (b) applies - N weeks; or

N is the number worked out as follows

break fee

weekly rent payable at the time the tenant ends the agreement

Termination for breach by Lessor

90. If the Lessor breaches this Tenancy Agreement, and the Tenant wishes to terminate this Tenancy Agreement, the Tenant may either:
- apply to the tribunal for an order terminating this Tenancy Agreement; or
 - give the Lessor written notice of intention to terminate this Tenancy Agreement, in accordance with clause 91.
91. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:
- the Tenant must give the Lessor a written notice that the Lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
 - if the Lessor remedies the breach within that 14-day period - this Tenancy Agreement continues;
 - if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy - the Tenant must give 2 weeks' notice of intention to vacate;
 - this Tenancy Agreement terminates on the date specified by the Tenant;
 - rent is payable to the date specified in the notice or to the date that the Tenant vacates the Premises, whichever is the later; and
 - if the Lessor remedies the breach during the period of the notice of intention to vacate - the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Tenancy Agreement on the date specified in the notice by vacating the Premises on the at date.

Termination of tenancy by Lessor

Termination for failure to pay rent

92. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:
- rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
 - the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-
 - served not earlier than 1 week after the day when the rent was due; and
 - containing a statement that if the Tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and this Tenancy Agreement continues;
 - if all rent is not paid within 1 week of the date of service of the notice to remedy - the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within 2 weeks of service of the notice to vacate;
 - no earlier than the date when the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and evicting the Tenant;
 - the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate; and

TENANCY AGREEMENT (RESIDENTIAL)

- (f) during this tenancy, if the Lessor has previously issued 2 notices to remedy, the Lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than nonpayment of rent

93. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of breach of this Tenancy Agreement in the following circumstances:

- (a) the Lessor must serve a written notice requiring the Tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
- (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy - the Lessor must give a notice to vacate the Premises within 2 weeks after the date of service of the notice to vacate;
- (c) if the Tenant does not vacate the Premises within the period of 2 weeks after the date of service of a notice to vacate - the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and for the eviction of the Tenant; or
- (d) if the Tenant breaches the terms of this Tenancy Agreement on 3 occasions on any ground - on the 3rd occasion the Lessor may serve a notice to vacate and need not give the Tenant 2 weeks to remedy the breach.

Termination of periodic tenancy

96. (1) For a periodic tenancy, the Lessor may give the Tenant—
- (a) if the Lessor genuinely intends to live in the Premises—8 weeks notice to vacate;
 - (b) if the Lessor genuinely believes the Lessor's immediate relative intends to live in the Premises—8 weeks notice to vacate;
 - (c) if the Lessor genuinely believes an interested person intends to live in the Premises—8 weeks notice to vacate;
 - (d) if the Lessor genuinely intends to sell the Premises—8 weeks notice to vacate;
 - (e) if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant living in the Premises—12 weeks notice to vacate; or
 - (f) if the Lessor genuinely requires the Premises for a lawful use other than as a home—26 weeks notice to vacate.
- (2) A notice to vacate under this clause must be accompanied by written evidence supporting the Lessor's reason for the notice.

Examples - written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner.

- (3) In this clause:

immediate relative of the Lessor means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for the Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.

97. (1) If a Tenant is required to vacate the Premises in accordance with clause 96, the Tenant may vacate the Premises at any time during the 2 weeks before the date specified in the notice to vacate provided the Tenant gives the Lessor 4 days' notice of intention to vacate.
- (2) In this case, this tenancy terminates on the date that the Tenant vacates the Premises.

Notice of address for service

98. (1) At the commencement of this tenancy, the Lessor and the Tenant must each give:
- (a) an address for service of termination notices; and
 - (b) an address for service of other notices.
- (2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address within 2 weeks of the change.
99. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.
100. If 2 or more people are stated as the Tenant, except where this agreement otherwise provides, they do so as joint Tenants.

Disclaimer: This precedent document is a templated guide for use by those persons with the knowledge, skill and qualifications required to use this precedent to create a document suitable for the transaction. This document does not refer to or contemplate all matters associated with the transaction or attempt to incorporate all laws relevant to the transaction. Users of this document should satisfy themselves as to the accuracy and completeness of this document, and if necessary, seek legal advice regarding the use of this document. To the extent permitted by law, REI ACT and BAL Lawyers and their respective contractors and agents are no liable in any way for any loss or damage arising out of or in connection with this precedent document or its use.

ANNEXURE A -

TENANCY AGREEMENT

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

ITEM	DESCRIPTION:
	<p>Pet Clause</p> <p>The landlord has approved to have a pet at the premises however the following reasonable conditions will be imposed. These terms will be included as additional terms in the tenancy agreement. The permission to keep the animal relates solely to the animal stated in the application.</p> <p>Summary of pet: NIL Pet Name: Pet Type: Pet Age:</p> <p>Should the pet no longer reside at the premises, the tenant is NOT permitted to obtain another animal in place of this animal without prior seeking the landlords permission.</p> <p>Should the pet become pregnant, the pet is NOT permitted to have the offspring at the property and the offspring are not permitted back in the property.</p> <p>The pet is not to be left in the property unattended for long periods of time (more than 24 hours) and if so, the animal must be placed into boarding or have a primary carer who is disclosed to the agent (tenant to make suitable arrangements for the pet).</p> <p>Should the pet pass away during the tenancy the deceased pet is not to be buried on the premises.</p> <p>The neighbours should NOT be unduly disturbed by the pet or any other behaviour or habits.</p> <p>The pet must comply with the Body Corporate by-laws and is subject to the Body Corporates approval where applicable.</p> <p>The pet is NOT to disturb wildlife.</p> <p>The tenant is to clean air conditioner filters monthly to remove hair and dust.</p> <p>Any damage done to the property by keeping a pet is to be rectified before vacating the premises at the end of the lease term. Any repairs must be to a professional standard and the lessor/agent can request repairs be re-done if not to a professional standard.</p> <p>The tenant will organise professional carpet cleaning to be carried out and a fumigation for fleas before final handover.</p>

ANNEXURE B -

TENANCY AGREEMENT

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



ITEM	DESCRIPTION:
	<p>GENERAL TENANCY COMMENCEMENT ITEMS:</p> <p>CONTENTS INSURANCE: The tenant is responsible for insuring his or her own personal contents, belongings (including vehicle & outdoor equipment) and public liability. The lessor WILL NOT be responsible for any theft or damage of the tenants property in the event of an act of god, storm or tempest, fire or other events normally covered by an insurance policy during the terms of the tenancy. We recommended making your own enquiry on contents insurance.</p> <p>RENT PAYMENTS: Rent payments are due on or before the due date. Please ensure you allow adequate dates for bank processing (which is up to 3 business days) Should your rental payment not be received in full, a Notice to Remedy will be issued and you will be in breach of your tenancy agreement. Should this breach not be remedied within the specified timeframe on this notice, a Notice to Vacate the property may be issued.</p> <p>GROUP RENTAL PAYMENTS: It is company policy that a primary account must be selected for direct debits and/or full rental payments to be made from a primary account. We do not accept rental payments in parts from multiple account holders.</p> <p>ROUTINE INSPECTIONS: You will be notified via email of upcoming inspections. You need to reply to this email to confirm the inspection can be conducted. We are unable to guarantee specific times for these inspections; however, we will try to accommodate as best we can.</p> <p>LIGHT FITTINGS: As per the Standard Terms, Section 55, the tenant is responsible for the replacement of fuses, light globes (including range hoods) fluorescent tubes and tastic heat lamps, when necessary.</p> <p>MAINTENANCE: Any maintenance required at the property should be requested through your tenant portal or in writing with images attached (where possible). All maintenance issues & maintenance must be requested as soon as possible.</p> <p>GARDENING: The tenant agrees to maintain the garden at all times, including mowing, edging, weeding, watering and the removal of garden debris. The tenant agrees that no lopping or pruning is permitted without the consent of the Lessor, all requests must be made in writing.</p> <p>SMOKE ALARMS: The tenant agrees to not tamper or change the batteries to the smoke alarms that have been installed in the property. For any smoke alarm issues/maintenance please contact Smoke Alarms Australia on 1300 125 276 or info@smokealarmsaustralia.com.au.</p> <p>FOXTEL/NBN: Written permission from the agent/lessor is required PRIOR to the connection of Foxtel/NBN.</p>

INITIALS

ANNEXURE C -

TENANCY AGREEMENT

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



ITEM	DESCRIPTION:
	<p>GENERAL TENANCY ITEMS:</p> <p>POOLS & FENCING: PLEASE DO NOT MAKE THE ASSUMPTION THAT YOU ARE ABLE TO INSTALL OR ERECT A POOL OF ANY TYPE AT THE PROPERTY. This includes blow up pools, or temporary pools. If you wish to have a pool of any size it may require fencing due to current legislation. You must first seek permission from the lessor in writing for the pool. If permission is granted it is then the responsibility of the tenant that all fencing requirements are met in accordance with relevant legislation.</p> <p>SMOKING: The tenant understands there will be no smoking inside the property. Should there be evidence of smoking inside the property, the tenant will be required to rectify the damage by whatever means necessary, including re-painting, professional cleaning which may include carpets and curtains.</p> <p>ALTERATIONS: The tenant shall not make any alterations to the premises and shall not add any fixtures or fittings without the written consent of the lessor or his agent. Any requests made by the tenant must be in writing.</p> <p>CHANGE OF OCCUPANTS: The tenant agrees to notify the Lessor or the Agent if there is any change in occupants of the premises. All changes must be approved beforehand. Changes to the occupants may affect the Residential Tenancy Agreement.</p> <p>CONDENSATION AND MOULD BUILD UP: Particularly in winter, condensation can form from where moisture comes in contact with warm air on a surface. It is the tenants responsibility to mitigate potential long-term damage by minimizing the condensation. Wiping damp surfaces and ventilating the property can help to reduce the risk of condensation and mould build up.</p> <p>BATTERIES AND REMOTES: It is the responsibility of the tenants to replace all batteries during their tenancy and ensure battery-operated items are in working order prior to handing back to the keys to our office.</p>



ANNEXURE D -

TENANCY AGREEMENT

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



ITEM	DESCRIPTION:
	<p>EMERGENCY SITUATIONS:</p> <p>All tenants listed on the tenancy agreement are advised to contact the below list of tradespeople if an emergency occurs outside of work hours. The HIVE office is open Monday to Friday from 8.30 - 5.00pm. In the event you cannot reach a qualified staff member during these hours, you are also permitted to contact the list attached. Please ensure HIVE are notified as soon as practicable after the event. If the specified tradesperson is unable to be reached, another ACT qualified tradesperson of your choice may be contacted.</p> <p>An emergency situation is interpreted as a situation that if not rectified immediately, further damage to the property and/or injury to a person or persons could occur. Situations that might be considered as an emergency: A burst water service; a failure of gas, electricity or water to the property; a blocked or broken lavatory system; the failure or breakdown of any service on the property essential for hot water, cooking, heating or laundering; a serious roof leak; a fault or damage that may cause injury to a person or property; a dangerous electrical fault; a serious fault in any door, staircase, lift or other common areas which inhibits or unduly inconveniences the tenant in gaining access to and use of the property; flooding or serious floor damage; serious storm or fire</p> <hr/> <p>GENERAL VACATING ITEMS:</p> <p>PROPERTY ON VACATE: The tenant agrees that on vacating the premises, the property must be left in substantially the same state of cleanliness and repair as at the commencement of the tenancy, in accordance with the inventory and condition report.</p> <p>CARPET CLEANING: The tenant agrees that on vacating the premises, the carpet must be professionally cleaned, and a receipt provided to the agent at the final inspection.</p> <p>CONNECTION/DISCONNECTION OF UTILITIES: It is the responsibility of the tenant to arrange the connection and disconnection of utilities at the commencement and at the end of the tenancy agreement.</p> <p>KEYS: Our office provided you sets of keys at the commencement of your tenancy, these must be returned in full to our office at the end of your tenancy.</p> <hr/> <p>Office Location: 1/4 Campion Street, Deakin ACT 2600 Office Hours: Monday Friday 8.30am 5.00pm Postal Address: 1/4 Campion Street, Deakin ACT 2600 Office Number: (02) 6182 1802</p>



If a home was built before 1990 it may contain dangerous asbestos material

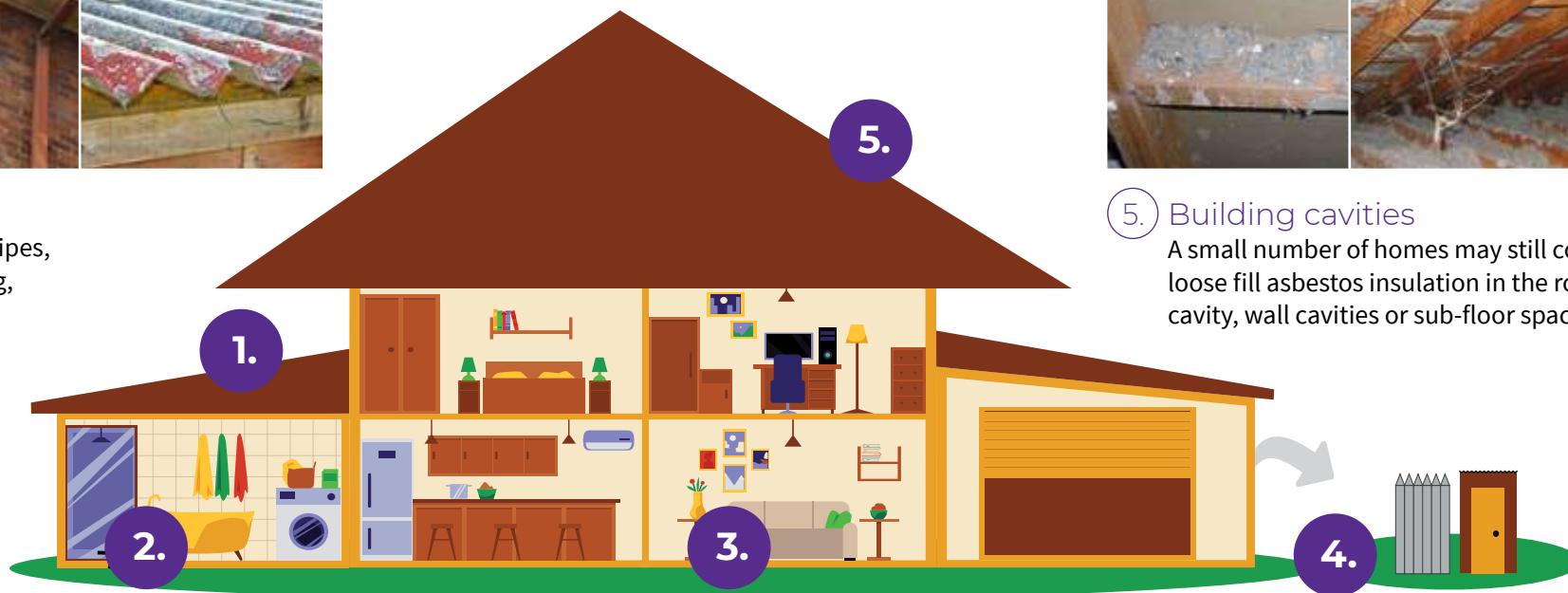
Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

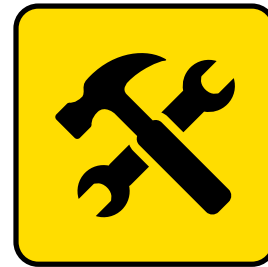
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>