

Strata Inspection Report

Prepared for:	Calyssa Manolaros
Matter of:	Manolaros Sale
C/-	Sanders Property Agents Andrew Mills / Daneke Wright
Address:	30/63-69 President Avenue Caringbah
Lot No:	30
Strata Plan No:	17885
Date of Inspection:	1 Aug 2023

COVID-19

Key changes started on 30 September 2022 include:

- Strata and community schemes can meet and vote in person, or by using electronic means specified in the meeting notice without the need for a prior resolution. The exception is for pre-meeting electronic voting, which still needs a prior resolution.
- If using electronic voting at a meeting, reasonable steps must be taken to ensure eligible voters can participate in and vote at the meeting.
- Updated procedures for nominating and electing strata and association committee members and office holders.
- Schemes can keep and use an electronic form of their seal for the execution of documents.

For more information

Visit the strata and community scheme webpages to find out more about what the changes mean for you:

- Community schemes
- Strata schemes: [meeting and voting and executing documents](#)
- Or call NSW Fair Trading on 13 32 20.

Access details on the changes to the laws online:

- [COVID-19 and Other Legislation Amendment \(Regulatory Reforms\) Act 2022](#) - Schedule 1.3[3]-[10] and Schedule 1.17[3]-[10]
- [Strata Schemes Management Amendment \(COVID-19\) Regulation \(No 2\) 2022](#)
- [Community Land Management Amendment \(COVID-19\) Regulation \(No 2\) 2022](#).

Preface

Your attention is drawn to the information in the 'Significant Building Issues' section of this report.

The books and records pertaining to this complex are extensive but appear to be in keeping with a complex of this nature.

This report focuses on both the most current information and / or the most pertinent information.

This report was obtained at the Vendors request, therefore details contained within this report are accurate as at 1 Aug 2023 the date on which the inspection was conducted.

Should you wish to obtain an updated search and report on any records which may have been added in an intervening period, please do not hesitate to contact the strata search company M & W Legals on 02 9527 3019.

Should you require clarification on the information contained in this report, please contact our office on 0410 636 442.

Building

Original Construction Defects

No matters for concern were noted.

Home Owners Warranty Insurance

Home Owners Warranty Insurance was not sighted.

Occupation Certificate

An Occupation Certificate was not sighted.

This section of your report summarises building defect claims lodged against the original Builder / Developer or Home Building Compensation / Home Owners Warranty Funds.

Major defects are defined as defective works that are a major element of the building AND prevent all or part of the building from being lived in or used for its intended purpose OR threaten the collapse or destruction of the building or part of it. These are covered by a 6 year warranty. General defects that don't meet the 'major defect test' are covered by the standard 2 year warranty.

Annual Fire Safety Statements

A current Annual Fire Safety Statement was not sighted. There is no evidence of Council requesting an Annual Fire Safety Statement.

- 13 Jul 2022 Annual General Meeting
- The owners confirmed there are fire safety items at the scheme, however no compulsory AFSS and fire items are inspected bi-annually by Juno Fire.

Fire Safety Orders

There is no evidence that the Owners Corporation has been issued with a Fire Safety / Upgrade Order.

Councils determine which buildings are required to be inspected annually. Any non-compliances must be rectified prior to the issuing of an Annual Fire Safety Statement.

A Fire Order can be issued by Council requiring upgrade of fire safety equipment to ensure compliance with current standards. It is recommended that enquiries are made with Council to determine any Outstanding Orders that may be in effect on the scheme.

Termite Inspections

1 Apr 2015 Visual Termite Inspection carried out by Southpest indicating:

- No live termites were located.
- There was evidence of termite damage/workings.

Copy attached.

Significant Building Issues

Waterproofing

Current Status:

- Waterproofing works were carried out by Building & Waterproofing Consultancy in 2015/16.
- The works were subsequently determined to be defective.
- An claim was made on the Icare Home Building Compensation Fund Insurance.
- Settlement was achieved in Mar 2023.

We sighted no correspondence indicating a timeline for CJ Duncan to commence rectifications in accordance with the accepted tender.

23 Mar 2023 Icare Home Building Compensation Fund - Letter of Determination:

- Approved tender amount: \$101,296.03
- Contractor: C J Duncan Builders Pty Ltd
- Insurer's Contribution: \$100,796.03

Copy attached. Corresponding income in 2022/23 is noted.

19 Jan 2023 CJ Duncan revised quotation of \$111,425.63. *Copy attached.*

14 Apr 2021 Icare Home Building Compensation Fund - letter of assessment and inspection summary. *Copy attached.*

21 Mar 2021 Igentia Pty Ltd - Assessment Report. *Copy attached which provides a history of investigations, works, defects and claims relating to this matter.*

6 Jul 2018 Diagnostech Report on failed waterproofing works carried out by BWC. *Excerpt attached.*

Facade / Miscellaneous Defects / Balcony Deflection

Current Status:

- These matters were put on hold pending resolution of the waterproofing defect claim.
- 9 May 2019 Diagnostech Building Condition Report. *Copy attached.*
- 13 Nov 2018 Unit 13 - Shreeji Consultant - Balcony Inspection. *Excerpt attached.*

Significant Building Issues**Lot 30 - Water Entry to Storage Cage / Bubbling Paint to Balcony Ceiling****Bubbling Paint****Current Status:**

We sighted no further correspondence in this regard.

12 Jul 2023 Bubbling paint - email chain regarding bubbling paint to Lot 30 ceiling and asbestos in eaves. *Copy attached.*

Water Entry to Storage Cage**Current Status:**

We sighted no further correspondence in this regard.

17 Apr 2023 Storage Cage - Contractor's advice:

- We have attended to the property on reports of additional water ingress into the storage cage within the basement carpark.
- Upon inspection we have found the water to be coming from the ceiling which was not identified at the time of previous scope.
- We have installed a new flashing on the ceiling to collect the water ingress and drop the water back into the new drainage system previously installed as a repair to the water leak

3 Apr 2023 Storage Cage - Lot 30 owner advised:

- The water is still coming in quite a bit.
- Enough for it to still be reaching the storage cage even after not a lot of rain the last few days.
- Could you please contact Chrome Plumbing and advise that unfortunately more work will need to be done.
- There is a big pool of water now settling just outside too.

3 Apr 2023 Storage Cage - Chrome Plumbing email regarding completed works. *Copy attached.*

This section of your report details significant or major repair, refurbishment or upgrade works other than original construction defects or warranty issues.

Financial Information

Current Budget

Administrative Fund Budget:	\$75,766.00
Capital Works Fund Budget:	\$26,143.00
Financial Year Commencing:	1 Jul 2022

Raised in arrears and in unequal instalments.

The budget proposed for ratification at the Annual General Meeting scheduled to be held on 9 Aug 2023, indicates a required Administrative Fund Budget of \$102,779.00 and a required Capital Works Fund Budget of \$26,494.00.

The current budget appears to have been struck approximately in accordance with the Capital Works Fund Analysis.

The Owners Corporation must determine a budget for the Administrative Fund and Capital Works Fund to raise enough money to carry out its duties. These budgets must be set at each Annual General Meeting and must be approved by a majority vote. Lot owners are then levied in proportion to the unit entitlement of each lot.

Past Budgets

Financial Year	Administrative Fund Budget	Capital Works Fund Budget
2021/22	\$74,345.70	\$30,537.10
2020/21	\$65,000.00 + GST	\$30,348.00 + GST
2019/20	\$66,759.00 + GST	\$29,179.00 + GST
2018/19	\$69,872.00 + GST	\$26,076.00 + GST
2017/18	\$74,300.00 + GST	\$21,648.00 + GST
2016/17	\$83,251.00 + GST	\$12,697.00 + GST

Levies

	Amount	Frequency	Paid To
Administrative Fund	\$662.95	Qtrly	30 Sep 2023
Capital Works Fund	\$228.75	Qtrly	30 Sep 2023

Levies are due on the first day of January, April, July and October of each year. Interest of 10% is payable on overdue levies.

A proposed levy scheduled was not contained in the Agenda for the upcoming Annual General Meeting. The Strata Plan was not sighted. It was not possible to determine the proposed levies.

It was not possible to ascertain if levies have been determined in accordance with the budget and unit entitlements.

A copy of the Owner Ledger is attached.

To determine levies, the budget is divided by the aggregate unit entitlement, then multiplied by the lot's allocated number of entitlements.

Bank Accounts

Fund	Balance Date	Balance
Cash at Bank	1 Aug 2023	\$178,387.84

A copy of the balance sheet is attached.

The figures above represent actual cash held rather than assets as cash assets may include levies either not yet collected or in arrears. Your attention is drawn to the Balance Sheet or Statement of Financial Position attached.

Special Levies

Date	Amount	Purpose	Payable
28 Jun 2018	\$15,000.00	Internal and External Painting	1 Sep 2018
27 Oct 2015	\$100,000.00	Remedial Works	1 Jan 2016
			1 Apr 2016
			1 Jul 2016
			1 Oct 2016

The amounts listed above are the total amount of the levy struck at a General Meeting to meet unbudgeted expenses. The amount is then divided amongst lot owners in proportion to the unit entitlement of each lot.

Expenditure

Financial reports detailing expenditure for the following financial years are attached:

2023/24 Part Year Only
2022/23
2021/22
2020/21
2019/20
2018/19

*The **Administrative Fund** is for day-to-day recurrent expenses. The amount in the Administrative Fund must be enough for the Owners Corporation to pay its expenses for items such as insurance premiums, common property maintenance (cleaning / grounds maintenance) and services (water / electricity)*

*The **Capital Works Fund** is to cover present and future capital expenses. The amount in the Capital Works Fund must be enough for the Owners Corporation to pay its expenses for items such as:*

*Painting of common property.
Replacing, repairing, renewing or upgrading the common property.
Any debts, other than amounts covered by the Administrative Fund.
Other capital expenses.*

Capital Works Analysis

19 Sep 2022 Capital Works Analysis. *Excerpt attached.*

An Owners Corporation is required to prepare a plan of anticipated major expenditure to be met from the Capital Works Fund over the 10 year period commencing from the first Annual General Meeting of the Owners Corporation. The initial plan is to be finalised by the end of the second Annual General Meeting. The plan is to be reviewed and (if necessary) adjusted no later than at the fifth Annual General Meeting of the Owners Corporation.

Owners Corporation Meetings

Minutes

Date Minutes Inspected Since: 1 Jul 2018
Date Last Annual General Meeting: 13 Jul 2022

Upcoming Meetings

An Annual General Meeting is scheduled to be held on 9 Aug 2023.

A copy of the Notice / Agenda is attached for your information. A draft budget was not presented for inspection.

Your attention is drawn to:

- Common area carpet quotations - \$15,796 to \$26,640. *Copies attached.*
- Proposed Special By-Law 14 - Lot 11 Works. *Copy attached.*

Strata Committee Meeting - 23 Nov 2022

A copy of the Minutes is attached for your perusal.

Last Annual General Meeting - 13 Jul 2022

A copy of the Minutes is attached for your perusal.

Strata Committee Meeting - 13 Jul 2022

A copy of the Minutes is attached for your perusal.

Resolutions

- | | |
|-------------|--|
| 19 Jul 2017 | Annual General Meeting <ul style="list-style-type: none">• Resolved that the Owners Corporation delegates the function for the 'demolition' or keeping of its books and records in electronic copy or archiving of its books and records to the Strata Managing Agent. |
|-------------|--|

This section of your report will detail resolutions made at Meetings which are not recorded as being for registration as a By-Law.

Insurance

Insurance

Insured: The Proprietors Strata Plan 17885
Insurer: CHU Community Sure Underwriting Agencies Pty Ltd
Broker: BCB Strata Insurance Brokers
Policy No: 819356
Current to: 15 Dec 2023

Copy Brokers Schedule attached. It is recommended that a Certificate of Currency from the Insurer be obtained.

The insured amount corresponds with or is greater than the most recent valuation.

The Owners Corporation must insure the building for an amount at least equal to that specified in the most recent valuation obtained. Purchasers are reminded that insurance to cover items such as carpet, light fittings, painting, wallpaper, blinds, curtains and public liability insurance, in respect of their own lot, is their personal responsibility. Owners who lease their units should seek independent advice regarding landlord insurance.

Valuation

Valuer: NSW Valuation Services
Date: 1 Apr 2022
Value: \$13,969,000

A building valuation must be obtained at least once every 5 years.

Insurance Claims

No further insurance claims history was not sighted though numerous correspondences pertaining to insurance claims were sighted.

Date of Loss	Nature of Claim	Amount
4 Oct 2022	Lot 17, 21 and common property water damage.	<i>Finalised</i>
4 Apr 2022	Lot 1, 6, 11 & common property water damage.	<i>Settlement offer of</i> \$2,971.27
10 Feb 2020	Lot 5 water damage	\$21,890.00
10 Feb 2020	Lot 5 water damage	\$1,240.00

Matters Pending Resolution

Recent / Current

Matters referred to throughout this report.

25 Jul 2023	DBS quote of \$4,053.50 for repair of bin enclosure and bollard re-securing. <i>Copy attached.</i>
24 Jul 2023	Work order issued to Bob & Ben to trim trees overhanging Lot 2.
20 Jul 2023	Work order issued to attend to Lot 3 door which has dropped off hinge.
13 Jun 2023	Approved DBS quote of \$9,240.00 for replacement of letterboxes. <i>Copy attached.</i>
14 Feb 2023	Disc Electrical quote of \$6,974 for rectification of garage lighting. <i>Copy attached.</i>
7 Sep 2022	ESP Project Group quote for bollard installation: <ul style="list-style-type: none">• Option 1 - no light: \$3,859.95• Option 2 - in ground with light: \$15,326.46 <i>Copy attached</i>
5 Sep 2022	PT Doors quote of \$17,085 for garage door installation. <i>Copy attached.</i>
13 Jul 2022	Annual General Meeting <ul style="list-style-type: none">• Parking bollards.• Letterbox waterproofing/replacement.

Historical

Matters referred to throughout this report.

22 Jul 2021	Annual General Meeting <ul style="list-style-type: none">• Resolved to obtain updated quotations for the internal stairwell balustrade repairs/upgrade. <i>No quotes sighted.</i>
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This section of your report will provide information regarding past matters for which no clear resolution was evident and may include items such as quotations that were obtained for which there is no evidence of expenditure.

Correspondence

General

Matters referred to throughout this report.

20 Jun 2023	Pristine Window and Gutter Cleaning - Roof Report. <i>Copy attached.</i>
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Most Strata Managers provide a correspondence file which may include quotations, emails, repair requests, reports of disputes etc. Not all correspondence sighted will be referred to in this section, rather indicative items of interest / concern will be noted.

Approvals

We note approvals in keeping with a complex of this size and nature. Matters include but are not limited to:

- Installation of air conditioning.

21 Dec 2021	Lot 29 - bathroom waterproofing certificate sighted.
6 Dec 2018	Lot 2 - major renovations in accordance with Special By-Law 5.
28 Jun 2018	Lot 13 - permission to install downlights.

This section provides information on the types of approvals or denials sighted for matters such as alterations to lots etc. The above list is not exhaustive but is indicative of previous approvals or denials.

Keeping of Animals

Details of the 2021 Strata Schemes Management Amended (Pets) Regulation, which prescribes the circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property of a strata scheme can be found at:

Strata Schemes Management Amendment (Pets) Regulation 2021

We note that Special By-Law 1 pertains to the Keeping of Animals. *Refer to the attached By-Laws.*

21 Jan 2020	Lot 25 tenant request to keep a dog - DENIED
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History of Disputes

We sighted numerous correspondences requesting compliance with By-Laws pertaining to:

- Excessive noise.
- Smoking on common property.

8 May 2023	Notice to All Residents - depositing boxes in garage area.
29 Jan 2020	Lot 29 - excessive noise and damage to common property .
13 Dec 2019	Lot 19 - obstruction of common property.
2 Dec 2019	Lot 29 - excessive noise and damage to common property .
11 Mar 2019	Lot 23 - notice to comply - smoking cigarettes on balcony and allowing smoke drift to penetrate common property and another lot.
1 Dec 2017	Lot 11 - carrying out renovations without permission and with excessive noise.
30 Nov 2017	Lot 12 - carrying out renovations without permission.
21 Aug 2017	Lot 20 - inappropriate behaviour.
21 Feb 2017	Report of letterbox tampering.

Each strata scheme has its own By-Laws, a set of rules that govern matters such as behaviour of residents and the use of common property.

By-Laws can vary significantly from scheme to scheme and a copy of the applicable By-Laws should be contained in the contract for sale and you should make yourself familiar with these By-Laws. The above list is not exhaustive but is indicative of the matters noted.

Statutory Documentation

Strata Management

Professionally or Self Managed:	Professionally
Manager:	Body Corporate Strata Management
Address:	19 Central Avenue Miranda
Telephone:	9589 5600
Agency Agreement Date:	1 Aug 2022

Combustible Cladding

We note no reference to combustible cladding in the records provided.

"Project Remediate is a three-year program to help remove combustible cladding on an estimated 225 buildings known to the Cladding Taskforce. Eligible building owners will be helped through:

- interest free loans over a 10-year period with repayments to commence upon completion of the work*
- assurance and project management services to provide technical and practical support to owners corporations and strata managing agents*

Project Remediate is a voluntary program."

"Owners corporations can now register their interest in a program to remove high-risk combustible cladding on Class 2 residential apartment buildings in NSW."

Further information is available at:

<https://www.nsw.gov.au/departments-of-customer-service/customer-service---projects-and-initiatives/project-remediate-0>

Under the Regulation, owners of certain buildings with external combustible cladding are required to register their building with the NSW Government. For buildings occupied before 22 Oct 2018, the deadline for registration is 22 Feb 2019. Owners of new buildings will be required to register their building within four months of the building first being occupied.

Workplace Health & Safety

22 Aug 2017 Workplace Health & Safety Report. *Excerpt attached.*

An Owners Corporation has an obligation to repair and maintain the common property in order to protect the safety of any persons on common property. The Owners Corporation should employ strategies to identify any risks and highlight any item in disrepair. Actions should then be taken to ensure common property safety is maintained.

Window Safety

Window Safety Devices have been fitted.

30 Sep 2021 Window Safety Compliance Certificate. *Excerpt attached.*

An Owners Corporation must ensure that there are complying window safety devices for windows which are more than 2 metres above the ground level and are less than 1.7 metres above the inside floor.

Pool Compliance

We sighted no evidence that a pool is installed on the common property.

It is recommended that enquiries are made with Council to determine any Outstanding Orders that may be in effect on the scheme.

Asbestos Register

29 Jul 2013 Asbestos Register. *Excerpt attached.*

Strata Roll

An excerpt of the Strata Roll pertaining to the subject lot was presented for inspection.

The owner as listed corresponds with the vendor name provided.

Name:	Calyssa Manolaros
Address:	30/63-69 President Avenue Caringbah
Occupancy:	Owner Occupied
No. Owner Occupied Units:	Unable to ascertain.
No. Tenanted Units:	Unable to ascertain.
Original Owner:	Unable to ascertain.
Original Builder:	Unable to ascertain.
Original Developer:	Unable to ascertain.

Common Property Certificate of Title

Title Search only sighted.

CP/SP or Vol & Folio:	CP/SP17885
Dated:	29 Aug 2022
Edition Issued:	6
Title Held By:	Strata Manager

Copy attached.

With the implementation of the Strata Schemes Management Regulation 2016 (NSW), all Owners Corporations are required to review their existing By-Laws prior to 30 Nov 2017.

Schemes may chose to either:

- Keep the existing By-Laws in place;
- Amend the By-Laws using the Schedule 3 Model By-Laws as a guide.
- Create new By-Laws.

We note that the By-Laws have now been consolidated.

A copy of the By-Laws (dated 29 Aug 2022) filed with the records is attached.

By-Law additions or amendments are required to be registered not more than two years from the date of passing of the resolution.

Strata Plan

The Strata Plan was not sighted.

The Strata Plan shows which parts of the scheme are lots and which are common property. The Strata Plan states the allocated unit entitlements and the aggregate unit entitlement. If there has been any amendment to unit entitlements or the aggregate entitlement, these would be reflected on the Certificate of Title.

Dated: 1 Aug 2023



M & W Legals Cronulla Pty Ltd
Cheryl Blinman
Director
Justice of the Peace

This report is prepared for the named client and if that person is a Solicitor or Conveyancer, the client of that Solicitor or Conveyancer.

If this report has been prepared for a vendor it is strictly in relation to the sale of the specified Lot by the named vendor.

This report must not be disseminated to any other party other than the named client or their Solicitor and Conveyancer, or to the bonafide purchasers in relation to the named vendor and lot.

If you have obtained this report by any means then the copy you hold is void. You must immediately contact M & W Legals on 9527 3019, as it has been disseminated without authority.

M & W Legals Cronulla Pty Ltd will not accept any responsibility to any other person who relies upon this report to their detriment unless it has agreed in writing to accept such responsibility.

M & W Legals Cronulla Pty Ltd do not undertake any physical inspection of the building.

All reasonable care has been exercised whilst compiling this Report. No warranty or representation is made as to the accuracy of the information provided by the Owners Corporation or its representatives including the Strata Managing Agent and/or Officers of the Strata Committee of the Owners Corporation and no responsibility will be taken by M & W Legals Cronulla Pty Ltd for any loss or damage due to any cause whatsoever, including negligence whether in connection with information supplied by the Owners Corporation or its representatives including the Strata Managing Agent and/or Officers of the Strata Committee of the Owners Corporation.

This report was compiled from information obtained from a search of the records of the subject Strata Plan made available on the date of this inspection.

Strata Managers utilise computer systems to maintain and manage the records of the Owners Corporations. Usually a hybrid system and / or hard copy records are made available for the purpose of a search. As there is no prescribed method for filing or naming conventions these vary greatly. Not all documents can always be perused.

You are notified that not all records may have been presented for inspection. Where evident that documentation was not presented it was requested, however, that is usually fruitless as M & W Legals Cronulla Pty Ltd have no authority over the Owners Corporation or its representatives including Strata Managing Agents.

Your report contains information paraphrased from:

Strata Schemes Management Act 2015 (NSW)

Strata Schemes Management Regulation 2016 (NSW)

http://www.fairtrading.nsw.gov.au/fmw/Tenants_and_home_owners/Strata_schemes.page

Strata Schemes Management Amendment (Child Window Safety Devices) Regulation 2013

www.fairtrading.nsw.gov.au/Tradespeople/Home_warranty_insurance

www.planning.nsw.gov.au/Policy-and-Legislation/Buildings/Combustible-cladding

Southpest Pty Ltd
ABN 61 080 165 315
1/108 Bath Road Kirrawong NSW 2232
PO Box 775 Gympie NSW 2257



Phone 02 9545 5700
Fax 02 9545 2095
Email southpest@optusnet.com.au
www.southpest.com.au

Multi Dwelling (Units)
Visual Subterranean Termite Inspection & Report in accord with AS 3660-2-2000

Account to: BCS
Looked Bag 22, Haymarket
Client: Owners of Strata Plan 17885, Our Ref: 35340.
Ref Structure at: 53-59 President Avenue, Caringbah, Date of the Inspection: 1st April 2015.

IMPORTANT DISCLAIMER

This first part of the report document is a summary Only

This Summary is supplied to allow a quick and superficial overview of the inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the following report and not in isolation from the report.

If there should happen to be any discrepancy between anything in the following Report and anything in this Summary, the information in the following Report shall override that in this Summary. The Report is subject to Terms and Limitations.

CONTACT THE INSPECTOR/CONSULTANT

It is often difficult to fully explain situations, problems, access difficulties, or Termite activity and/or damage, in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained with this report then you should immediately contact the Consultant and have the matter explained to you. If you have any questions at all or require any clarification then contact the Consultant prior to acting on this report.

ACCESS

Access WAS gained to: Common Internals (including two foyers, roof voids, open car park (within garage area), storage cages numbered 3, 5, 10, 17, 19, 24, & 30, bin area, meter room (within garage area), exterior, retaining walls and grounds.

Access WAS NOT gained to: Unit Internals, storage cages not stated above and common toilet (locked).

There ARE Area(s) and/or Section(s) to which Access SHOULD be gained: Please read the report in its entirety.

Due to the level of accessibility for inspection, including the presence of obstructions, the overall degree of risk of undetected Termite attack is considered to be: MODERATE – HIGH. Please read the report in its entirety.

Where recommendations are made for further access to be gained, or further inspections to be carried out, such access and any further inspection required subsequent to access being gained, or any further inspection recommendations, must be carried out as a matter of urgency.

TERMITE ACTIVITY

Please be aware, concealed termite evidence, including live termites and/or damage, may exist in concealed and inaccessible areas, and may only be revealed by invasive means. Please read the report in its entirety.

There WERE NO active subterranean termites (live specimens) found: Please read the report in its entirety.

There WAS visible evidence of subterranean termite workings or damage found to grounds: Please read the report in its entirety.

There WAS NO visible evidence of a preventative subterranean termite treatment found: Please read the report in its entirety.

There WERE conditions conducive to Timber Pest attack. Please read the report in its entirety.

GENERAL REMARKS AND OVERALL ASSESSMENT OF THE PROPERTY

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of termite activity is found it is essential a more invasive inspection is performed. If the inspection found no evidence of termites be aware that in the initial stages of termite attack there is often no evidence that an attack has commenced. Such evidence may only become apparent sometime after the attack has commenced. As this inspection can only report details of what was found on the day of the inspection, we strongly recommend that should you find evidence of new termite workings or damage prior to the next recommended inspection you should contact our company immediately. Please be aware of vulnerable areas and situations, and observations and recommendations, with regard to termites. Where recommendations/observations are made with regard to reducing vulnerability, it is strongly recommended those recommendations/observations be implemented, as a matter of urgency. If documentation supporting a termite history exists, it can be forwarded to Southpest for assessment and comment.

At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered to be: MODERATE – HIGH.

SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION: A management program in accord with AS 3660-2000 to protect against subterranean termites is strongly recommended with regular inspections being essential.

Southpest recommends installing an Ecterra bait/monitoring system which will assist in detecting foraging termites, and facilitate baiting leading to colony elimination. A detailed proposal and costing will be provided on request. <http://www.ecterra.com.au>

Southpest can provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "A complete termite barrier system constructed in accordance with this Standard cannot prevent termite attack as barriers can be bridged or breached. Where termites bridge barriers the evidence can be detected more readily during routine inspections."

FUTURE INSPECTIONS: Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 3660 or AS 4349.3 is conducted at this property every 6-12 months.

AS 3660 and AS 4349.3 both recommend at least 12 monthly inspections, but strongly advise more frequent inspections. Regular inspections DO NOT stop termite attack, but are designed to limit the amount of damage that may occur, by detecting problems early.

For complete and accurate information, you must refer to the following complete Visual Subterranean Termite Report.

TERMS AND LIMITATIONS

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses, and those at the end of this report, define the Scope and Limitations of the inspection and form an integral part of the report.

NOTES: In the case of state and company title properties or other Class 2 buildings or equivalent. If the inspection was limited to assessing the interior of a particular unit or lot, the client may have additional liability for termite activity and damage in the common property. This additional liability can only be assessed through the undertaking of a special-purpose report, which is adequately specified.

1. THIS IS A VISUAL INSPECTION ONLY in accord with the Australian Standard Termite management Part 2: In and around existing buildings and structures – guidelines AS 3660-2-2000 (AS 3660). Visual inspection was limited to those areas and sections of the property to which reasonable access (See definition "Reasonable Access" at the end of this report) was both available and practicable on the date of inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ceiling, floor or wall coverings, skirting, ceilings, floors, furnishings, appliances or personal possessions. The Inspector CANNOT see inside walls, between floors, inside skirting, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The Inspector DID NOT dig, gauge, force, or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood the furnishings or household items may be concealing evidence of termites which may only be revealed when the items are moved or removed.
2. SCOPE OF REPORT: This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), present on the date of the inspection. The inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALD/TERMITIDAE), borers of seasoned timber and wood decay fungi were excluded from the inspection, but have been reported on it. In the course of the inspection, any visual evidence of infestation happened to be found.
3. LIMITATIONS: Nothing contained in the Report implies that any concealed, inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the inspection was not, or have not been, infested by Termites. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any concealed, inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Termites will not occur or be found. No inspection of any furnishings or household items was made. No warranty is applicable, as this is an inspection only.

4. **DETERMINING EXTENT OF DAMAGE.** This report does not and cannot state the extent of damage. It is NOT a structural damage report. If any evidence of termite activity or damage is reported, it must be assumed there may be some degree of concealed damage. Where evidence of activity and/or damage is reported, particularly in the roof timbers, damage is likely to be present in concealed wall timbers. A qualified person such as a Builder, Engineer, Architect or other qualified building expert should be consulted, to determine the full extent of damage, if any, and the extent of repairs that may be required. This firm is not responsible for the repair of any damage whether disclosed or not.

5. **POSSIBLE HIDDEN DAMAGE.** If termite activity and/or damage is found, within the structures or the grounds of the property, then damage may exist in concealed areas, eg framing timbers. An **INVASIVE INSPECTION** is strongly recommended in this case. Damage may only be found when wall/ceiling linings, cladding or insulation are removed to reveal previously concealed timbers.

6. COMPLAINTS PROCEDURE

In the event of any dispute or claim arising out of, or relating to the inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

VISUAL SUBTERRANEAN TERMITE REPORT

Brief Description of Structure(s):

For the sake of this report I'll state the property lies south east.

Full lived brick (pew) unit block building comprised of 30 units constructed on suspended concrete with garaging within, and of slab on ground construction. Brick motor room and common toilet are of slab on ground construction. Detached brick bin area is of slab on ground construction. Coloured fencing, timber retaining walls and Koppens Logs are present.

Areas Inspected;

The inspection covered the readily accessible areas of the building and site, including: the roof voids, common interiors including two foyers, open garaging including storage cages numbered 3, 9, 10, 17, 19, 25 & 30, bin area, master room in garage area, exterior, fencing and grounds.

Only enclosures, fences &/or trees and stumps, within 50m of the main building, but within the property boundaries, were inspected.

Areas NOT Inspected;

No inspection was made, and no report is submitted, of concealed and inaccessible areas.

These include, but may not be limited to,

- concealed wall, floor, and ceiling frame timbers,
- soil concealed by concrete floors, fireplace hearths,
- areas concealed by soil, landscaping, rubbish,
- floor coverings, furniture, fixtures, pictures, appliances, stored items, insulation,
- hollow blocks/posts, etc.
- cavity walls,
- fully enclosed patios and subfloors,
- roof void exteriors,
- eaves, flat roofs, etc.

Furnishings, furniture & stored items were not inspected.

Other Area(s) to which REASONABLE ACCESS for inspection was NOT AVAILABLE and the Reason(s) why include;

As the building is constructed on concrete, there is no underfloor access.

No unit interiors were inspected or reported on.

The common toilet was locked and not accessible.

Storage cages (other than numbers 3, 9, 10, 17, 19, 25 & 30) were not accessible or reported on.

Garage of number 1 was not accessed and is not reported on.

Concealed wall cavities and in between floors were not accessible, and not reported on.

Perimeter of the accessible roof voids, particularly corners, could not be accessed due to low pitch of roof and baring in those areas.

Area(s) in which Visual Inspection was Obstructed or Restricted and the Reason(s) why include;

Floor coverings were fitted. Stacking material within the roof voids obscured top wall plate and ceiling frame timbers and may conceal evidence of termites.

Perimeter (edges) of the concrete slab was concealed, which can conceal possible termite entry points.

The storage cages within the garaging contained stored goods which hindered inspection and can conceal evidence of termite activity.

* Please note since a complete inspection of the above areas was not possible, termite activity and/or damage may exist in these areas. This evidence may only be revealed by a further more invasive inspection, and/or when alterations are being undertaken, and areas that were not accessible and/or concealed, are exposed.

RECOMMENDATION: A further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas, once access has been provided or the obstructions removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items, insulation, or foliage. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. For further advice please refer to Southpest.

High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence of Timber Pests or damage:

It is recommended that access be gained into the lower level units along the southern (President Avenue) side as they are vulnerable to concealed termite entry. This includes unit 17.

The common toilet, storage cages not accessed and garage of number 1 should be made available for inspection.

Concealed and inaccessible timbers may be damaged and should be further investigated. This may require removal of wall and/or ceiling linings.

Step down, within a concrete slab can provide undetected termite entry, similar to where a garage abuts a structure. Where a step down is present we recommend further investigation of the area. This may require cutting inspection holes within wall linings.

A building, or part of a building, constructed on, or partly constructed on, concrete slabs pose special problems with respect to detecting termite attack.

If the edge of the slab is concealed by garden beds, lawns, paths, pavers or any other obstructions, then it is possible for termites to effect concealed entry into the property. They can cause extensive damage to concealed framing timbers before being detected. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings or other obstructions. Only when the termites attack timbers in the roof void, (which may be concealed by insulation), or some other visible timbers, can their presence be detected.

With a concrete slab structure (part or full) it is imperative the slab edge be exposed. This may involve the excavation of soil, or the complete removal of garden beds, paths, pavers, or other features which conceal the slab edge. It is recommended that at least 75 millimetres of the slab edge above ground level remain exposed at all times to facilitate the detection of termite entry. Weep holes must also be kept free of obstructions at all times.

Exposing ALL the slab edge may reveal undetected entry points.

Some construction types inhibit exposure of the slab edge, i.e. slabs engaged behind brickwork, common walls, extremely high soil levels etc. Where this is the case modifications may need to be made, and/or invasive procedures undertaken, to enable inspection of concealed framing and/or the slab edge.

Using carpet may reveal concealed evidence at the floor wall junction.

Lifting roofing may reveal concealed evidence, including damage, to some concealed and inaccessible timbers.

A "Termite" inspection may detect the termites moving throughout the structure (non invasive).

A "Bore-scope" inspection should provide visual inspection to some sections of concealed framing, which may show evidence of termites or their damage.

Removing wall/ceiling linings will expose concealed framing.

Where concrete veranda/patio/entry step areas are attached, and there is no obvious access under the veranda/patio/entry step, you must be aware that there may be fill or a void under the concrete veranda/patio/entry step.

Where this is the case we strongly recommend further investigation to determine if the area under the veranda/patio/entry step is a void or filled. Removing bricks from a foundation wall should enable further investigation.

Where garaging is attached and/or within the structure, the slab edge/joint/separation joint can provide undetected termite entry, particularly if the edge/joint/separation joint of the concrete slab is concealed. Timber and timber products stored/constructed on the edge/joint/separation joint are highly vulnerable, and must not be stored/constructed in such a manner that the edge/joint/separation joint cannot be seen. It is strongly recommended the edge/joint/separation joint of the slab be fully exposed for inspection.

In our opinion a more invasive inspection should be carried out.
Please refer to Southpest for a precise method, and cost.
Where live termites are present, or may be present, this must be done in consultation with the Pest Management Firm providing control measures, so as to not jeopardise any control measures being implemented.

SUBTERRANEAN TERMITES [See also notes and information at the end of this document]

There WERE NO active termites (live insects) found at the time of inspection.
Please be aware live termites, may be present to concealed and inaccessible areas, and would only be found if exposed by invasive means.

There WAS visible evidence of subterranean termite workings and/or damage found to trees around grounds, especially to southern side and along nature strip along President Avenue to the south side in this area.
Please be aware evidence of termites, including damage, may be present to concealed and inaccessible timbers, and would only be found if exposed by invasive means.

Where evidence of termites is noted, evidence, including extensive structural damage, may exist in concealed and inaccessible areas. We strongly recommend a further invasive inspection be carried out to determine the full extent of any damage, which may only be found when well and/or ceiling timbers are removed.
This must be done in consultation with a suitably qualified building expert, to determine the full extent of damage, remedial work which may be required, and associated costs.

WARNING: If no evidence of termites was found, be aware that in the initial stages of termite attack there is often no evidence that an attack has commenced. Such evidence may only become apparent sometime after the attack has commenced. As this inspection can only report details of what was found on the day of the inspection, we strongly recommend that should you find evidence of new termite workings or damage prior to the next recommended inspection you should contact our company immediately. (See Terms & Conditions page 2).

A termite nest WAS NOT found, although may be present within surrounding grounds, particularly within larger trees, (especially along nature strip on President Ave). It is noted that trees along President Avenue have been some drilled - results are unknown. Where a termite nest is located on or near a property, the risk of termite infestation is increased.

Trees and stumps, where present, have been visually inspected up to a height of 2m, where possible and practicable, for evidence of termite activity. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed.

We therefore strongly recommend trees and stumps be test drilled for evidence of termite nests.
Please also note the structural integrity of affected trees may be compromised, and must be further assessed by an arborist. Southpest recommend core drilling and further investigation of trees. Costing provided on request. Note: Some trees may be on council land.

Timber retaining walls, where present, have been visually inspected for evidence of termite activity. It is very difficult, and generally impossible to locate termite nests behind retaining walls since they are underground and well concealed. Please be aware live termites may be present behind retaining walls, and we recommend immediate removal of these timbers.

NOTE: If evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites, and/or protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of further attack is very high.

IMPORTANT: If visual evidence of termite workings and/or damage is reported, but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless a termite protection program in accord with "Australian Standard 3667" with ongoing inspections is in place, you must arrange for a treatment in accord with "Australian Standard 3667" to be carried out to reduce the risk of further attack.

Southpest can provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "A complete termite barrier system constructed in accordance with this Standard cannot prevent termite attack, as barriers can be bridged or breached. Where termites bridge barriers the evidence can be detected more readily during routine inspections."

EVIDENCE OF TREATMENT

There WAS NO evidence of a possible previous preventative termite treatment found. Southpest has previously used Above Ground Ecdys baiting within unit 17 to eliminate a colony of *Neotermes* spp which were attacking timbers within the unit, including wardrobe door framing.

WARNING: Where evidence of drill holes, or other signs indicating a previous treatment is found, then the treatment was probably carried out because of an active termite attack. Evidence, including extensive structural damage, may exist in concealed and inaccessible areas.

We strongly recommend a further invasive inspection be carried out to determine the full extent of any damage, which may only be found when well and/or ceiling timbers are removed.
A suitably qualified building expert must be consulted to determine the full extent of any damage, remedial work which may be required, and the estimated cost of any repairs.

Normally if a treatment has been carried out, a durable notice should be located in the electrical meter box or entry in the subfloor or within the kitchen cupboard under the sink, indicating the type of termite shield system, treated zone, or combination of both, which has been installed.

There WAS NO notice located indicating a barrier system has been installed.

Where any evidence of a termite treatment is noted, and the treatment was not carried out by this firm, we can give no assurances with regard to the work performed or other work carried out as a result of timber pest attack.

The firm that treated the property must be contacted for treatment and warranty information.
Copies of all paperwork should be obtained, and enquires made as to the quality of the treatment, when it was carried out, and ongoing service/monitoring requirements.

In many cases retreatment may be required.
It is not always easy to determine if a property has been treated for subterranean termites, particularly if such a treatment was carried out during construction, or the evidence of a treatment has been concealed.
Treatments may consist of physical or chemical barriers, or a combination of both.

This summary of treatment evidence is in no way conclusive.
Where no visible evidence of treatment was found, it does not necessarily mean that the property was not or has not been treated. Some signs of treatment are not readily visible during an inspection.

Where no evidence of a preconstruction treatment is noted (or any subsequent treatment), you should make your own enquires to determine what protective measures were taken during the construction of the property to protect against termite attack.
If relevant documents are available, they can be forwarded to Southpest for assessment and comment.

CONDITIONS CONDUCTIVE TO TIMBER PESTS: [See also notes and information at the end of this document]

There are many situations in and around a property that may create an environment that is conducive to, and allows for concealed infestation of, subterranean termites and other pests of timber.

It is important these situations are either rectified and/or inspected/monitored on a regular basis.
Following is a list of common situations that may occur at properties. Awareness in conjunction with rectification of these situations will help in reducing the risk to buildings of subterranean termite attack, as well as improving the ease of inspection to buildings for the presence of subterranean termites and other timber pests.

You should endeavour to ensure such conditions DO NOT occur around your property.

Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings constructed since 1995 the edges of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashing, adjoining structures, paving, soil, turf and/or landscaping, etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place, but was not detectable at the time of inspection. This may have resulted in concealed timber damage.

NOTE: A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of lift type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend regular frequent inspections in accordance with AS 3660.2.

The slab edges WERE NOT exposed all around the property at time of inspection.

It is strongly recommended ALL the slab edges be exposed as this may reveal undetected entry points.

This should also enable more thorough ongoing inspections.

If the slab edge can not be exposed, due to being engaged behind brick work, (or other structural/landscaping reasons).

A "Termite" inspection may detect live termites moving throughout the structure.

A "Borescope" inspection should provide visual inspection to some sections of concealed framing, which may show evidence of timber pests or their damage.

Where concrete verandah/patio/entry step areas are attached, and there is no obvious access under the verandah/patio/entry step, you must be aware that there may be fill or a void under the concrete verandah/patio/entry step.
Where this is the case we strongly recommend further investigation to determine if the area under the verandah/patio/entry step is a void or filled. Removing bricks from a foundation wall should enable further investigation.

Where ganging is attached and/or within the structure, the slab edge/join/expansion joint can provide undetected termite entry, particularly if the edge/join/expansion joint of the concrete slab is concealed. Timber and timber products stored/conducted on the edge/join/expansion joint are highly vulnerable, and must not be stored/conducted in such a manner that the edge/join/expansion joint can not be seen. It is strongly recommended the edge/join/expansion joint of the slab be fully exposed for inspection.

Weep holes in external walls: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Rendering of the brick work sometimes covers these holes. Weep holes should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

The weep holes WERE MOSTLY clear allowing the free flow of air at time of inspection.

It is strongly recommended ALL the weep holes be exposed.

Landscaping/paving/soil: Landscaping/paving/soil adjacent the exterior base of a structure must not bridge ant shields nor be above the lowest point of cladding or the level of the internal flooring. Where external soil levels are seen to be too high, they must be lowered so as to be well below the internal flooring, external cladding, and/or ant shields. Landscaping SOAS seen to be too high and can facilitate possible concealed termite entry. Raised garden beds to each side of the lower entries may conceal evidence of termites.

Termite Shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Signs in the shielding should have been soaked during the installation. Whenever it is observed that the joints in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding or a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

We claim no expertise in building. However, in our opinion termite shields are generally NOT APPLICABLE. NO Other physical shield systems are not visible to inspection and no comment is made on such systems.

Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of Timber Pest attack. As the structure is constructed on a concrete slab we are not able to comment on subfloor drainage.

Ventilation: Substandard ventilation, particularly in the subfloor areas, result in high humidity and a moisture rich environment. Wood decay fungi and subterranean termites thrive in these conditions. Strong airflow by natural or artificial means may aid in reducing temperature and humidity in the subfloor area, resulting in evaporation of soil moisture. Cross-flow ventilation with the avoidance of eddy or still points should be optimized. As the structure is constructed on a concrete slab, subfloor ventilation is not applicable.

Water leaks: Water leaks, especially in or into the subfloor or against the external walls, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack.

There WERE NO obvious water leaks sighted at time of inspection.

We claim no expertise in building, and where leaks are reported you must have a plumber or other suitably qualified building expert determine the reason for leakage, remedial work which may be required, the full extent of damage, and the estimated cost of any repairs.

Hot water services and/or air conditioning units which release water alongside or near a structure, should be piped to a drain, or plumbed several metres away from the building, so the resulting wet area can be highly conducive to termites.

Some taps located on external walls and down pipes are not plumbed to a drain, and can create damp areas conducive to termites. External taps and down pipes should be plumbed to a drain.

Moisture: Moisture sources can result in unnecessary moisture accumulation which is one of the main contributing factors in subterranean termites nesting close to, and/or within structures, particularly in drier areas.

High moisture readings WERE NOT found at time of inspection.

High moisture readings can be caused by any of the following: Leakage from wet areas (bathroom etc), poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flanking, or by concealed termite activity. The areas of high moisture should be further investigated by invasive means.

Where high moisture readings are reported, you must have a suitably qualified building expert investigate the moisture and its cause, and determine the full extent of damage, and estimate cost of repairs. Moisture sources should be managed to reduce their effect on structures. Surface and ground water should be diverted away from the structure by installing appropriate drainage systems.

Fungal Decay caused by Wood Decay Fungus: (See also notes and information at the end of this document)

Visible evidence of damage caused by wood decay (rot) fungi WAS found, but not necessarily limited to tree stumps around the building and sleepers beneath fencing to the left hand side of the property and to southern side.

We are not building experts however in our opinion the damage appears to be MODERATE.

We claim no expertise in building, and where evidence of fungal decay or damage is reported you must consult a building expert to determine the full extent of damage, determine if a safety hazard (which may cause serious injury) exists, remedial work which may be required, and associated costs. (See page 5, clause 4).

Storage Practices: All areas of the subfloor and/or external perimeter of the structure should be kept clear of stored items. Any items stored within the property boundaries, especially those containing cellulose such as timber, cardboard, paper, etc must be stored in a manner that allows clear access for inspection, and does not bridge, breach or obstruct any part of an installed subterranean termite barrier. Any items stored in subfloor areas must not provide accessible food for termites, hidden points of access, and must not impede effective ventilation.

Timber Debris: Timber off cuts, forming timbers, etc, existing within a subfloor and perimeter areas of a structure, provide an attractive food source and nesting site for subterranean termites, and pose an unnecessary risk. These situations must be remedied as soon as possible, by removal of these items from the subfloor and external areas.

Vegetation and Gardens: General vegetation around foundation areas should be managed so that inspection zones and air flow are not impeded. Planting of trees near buildings must be avoided to limit root intrusion. Climbing plants and/or thick vegetation growing against the side of the structure will bridge or breach any subterranean termite barriers and provide concealed points of entry. These situations must be remedied as soon as possible by clearing plants away from the structure, leaving a clearance of at least 300mm and/or installing root barriers 300mm out from the foundations. Garden beds with coverings such as pine bark, wood chip and/or materials containing cellulose create an environment conducive to subterranean termite activity, in addition to creating a bridge across any subterranean termite barriers that may be installed. At the very least these garden coverings must be kept at least 300mm from the base of the structure. This takes an expert eye.

external walls or any building element in contact with the main structure. Garden beds must not be placed nor shrubs planted against the perimeter of the building. Vegetation must be maintained so as to not obstruct weep holes and/or ventilation. Soil levels must be maintained at least 75mm below weep holes.

Untreated landscaping timbers: where present, are vulnerable, and can offer an ideal colony location. Untreated landscaping timbers should be removed and replaced with impervious type materials. I.e.: treated pine, brick, stone, concrete etc.

Wood chip: where present, is vulnerable and can increase vulnerability of the structure. Wood chip should not be used for landscaping, particularly close to, and/or in contact with the structure.

Timber fencing: where present, is vulnerable at ground contact, and almost impossible to protect. Timber fencing should have minimal ground contact, and not be obscured by foliage. Impervious type materials should be preferred when replacing timber fencing.

Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation, and in our opinion require particular attention:

Stored timber products including timber shelving within storage cages can be vulnerable to attack, particularly over expansion joints and slab edges.

Untreated landscaping timbers around grounds must be removed.

A MORE INVASIVE PHYSICAL INSPECTION IS AVAILABLE AND RECOMMENDED

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary forcefully suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting laps and access holes. This style of report is available by ordering with several days notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that Southpest Pty Ltd will not be held liable for any damage caused to the property. A price is available on request.

CONCRETE SLAB HOMES

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavens, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the widest of the slab and ensure that foliage and garden beds do not cover the slab edges. Where holes must be kept free of obstructions, it is strongly recommended a termite inspection in accordance with AS3680.2 be carried out every six to twelve months.

SUBTERRANEAN TERMITES

No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forests shows 1 in every 6 homes is attacked by termites at some stage in its life. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take as little as 3 months for a termite colony to severely damage almost all the timber in a home.

How Termites Attack your Home: The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 60 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage: Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology: These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest in a property. The diet of termites is the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other castes of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encased tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers/treated zones protect a building by forcing termites to show themselves. Termites can build mud tunnels across termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of insulation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since footproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

REASONABLE ACCESS

Only areas where reasonable access was available were inspected. The Australian Standard AS 3660 refers to AS 4349.3-1998 which defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID – the dimensions of the access hole must be at least 450mm x 400mm, and, reachable by a 2.1M step ladder or 3.6M ladder, and, there is at least 600mm x 800mm of space to crawl;

SUBFLOOR – industry accepted dimensions are that the access hole must be at least 500mm x 400mm and, there is at least 400mm of space to crawl beneath the lowest bearer, or, 500mm beneath the lowest part of any concrete floor;

ROOF EXTERIOR – must be accessible by a 3.6M ladder

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

CONTACT THE INSPECTOR/CONSULTANT

Please feel free to contact the Inspector/consultant with regard to this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, or termite activity and/or damage, in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report (on you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this report.

The Inspection and Report was carried out by: Timothy Spencer.

Termite Accreditation No: 6754.

Certificate of Competency No: 15-101969-002.

Dated this 20th day of April 2015.

SIGNED FOR AND ON BEHALF OF: *Southpest Pty Ltd.*

Signature: T. Spencer

23 March 2023

The Owners - Strata Plan 17885
C/- Pobi Lawyers
Suite 1307, 109 Pitt Street
Sydney NSW 2000

BY EMAIL ONLY: iain@pobilawyers.com

Dear Sir/Madam,

Claim No.: HBCF-CL-004404 and HBCF-CL-004405
Property: 63-69 President Avenue, Caringbah NSW 2228
Builder: B W C & Associates Building Professionals Pty Ltd
Certificate No.: HBCF15020525 and NSW SHCHWIW/200166

Your claims

This is our response to your claims (HBCF-CL-004404 and HBCF-CL-004405) for the property at 63-69 President Avenue, Caringbah NSW 2228.

Our assessment of submitted tenders

We have completed our assessment of the submitted tenders. We confirm that on behalf of the icare Home Building Compensation Fund, Gallagher Bassett has accepted liability in respect of indemnity for your claim.

The indemnity does not include any amount for goods and service tax under the *A New Tax System (Goods and Services Tax) Act 1999*. icare HBCF is not liable to indemnify you for any such sum as you are a registered entity under Part 2-5 of that Act.

The details are set out in the Inspection Summary dated 21 March 2021, and as follows:

Approved tender amount (C J Duncan Builders Pty Ltd revised quotation # 32462 dated 19 January 2023)	\$101,296.03
Owner's contribution (\$250.00 excess for each claim made)	\$ 500.00
Insurer's contribution	\$100,796.03

We have enclosed a copy of the C J Duncan Builders Pty Ltd tender for your reference.

The owner's contribution is the excess you need to pay. The amount we pay (our indemnity) is the insurer's contribution.

We have assessed your claim within the relevant insurance policy provisions and limitations and have approved the following indemnity:

- **\$100,796.03 (One hundred thousand, seven hundred ninety-six dollars and three cents).**

Complete the Settlement Acceptance form

You need to submit the signed and dated Settlement Acceptance form and the EFT (electronic funds transfer) authority form at the end of this letter, so that Gallagher Bassett can make payments to you.

Once we receive the signed and dated Settlement Acceptance and enclosed EFT authority form, we aim to make payment within 10 business days.

If you choose to enter into a building contract, the builder you select must provide you with home building compensation cover in accordance with legislative requirements.

Proof of Debt

We are not aware whether you have lodged a Proof of Debt with the administrator or liquidator in insolvency of the builder. As we are paying you under the policy for your loss or damage, you are not entitled to both that indemnity payment and any dividend from the administrator or liquidator covering the same loss, as this would be a double payment.

By entering into settlement with you, we are subrogated your rights as against the builder, liquidator, administrator and any third parties for the losses for which we are paying you. This means we step into your shoes and can pursue the builder, liquidator, administrator or third party, to recoup the money ourselves in your name.

You may wish to lodge a Proof of Debt for your uninsured loss (that is anything we have not paid you for but the builder is liable for). If you receive any dividend from the administrator/liquidator in respect of the insured loss as a result of the insurance claim, you must pay that amount to us. You should keep any dividend paid in relation to the excess, or any other uninsured loss contained in the Proof of Debt.

If you have lodged a Proof of Debt, please post or email a copy to this office for our records.

If the situation changes

This decision is based on information we hold. We reserve the right to review this decision if further information or documents come into our possession.

If circumstances change before we agree on a settlement figure with you (for example, if your builder stops being insolvent, is found again within Australia or has their licence suspension removed), we may no longer be liable under the policy and reserve our right to change our decision on liability.

Contact us

Please contact us if you have any questions or need help.

Gallagher Bassett Services Pty Ltd
Locked Bag 912,
North Sydney NSW 2060

builderswarrantyclaims@gbtpa.com.au

Yours faithfully,



John McLean
Gallagher Bassett Services Pty Ltd
(02) 9464 7270

Enclosures:

- Settlement Acceptance (refer to the end of this letter)
- EFT Authority Form
- C J Duncan Builders Pty Ltd revised quotation # 32462 dated 19 January 2023

Caring for your mental health

Dealing with building works problems can be very stressful, so Gallagher Bassett offer the services of LifeWorks to help you through it. Call LifeWorks for a confidential counselling session on 1300 361 008.

- **Telephone counselling:** Arrange a telephone counselling appointment within a business day.
- **Assessment of risk of harm:** All callers to the service are assessed for risk of harm. If necessary, LifeWorks will connect callers with immediate counselling support.

Complaints and disputes

Request a review of the claim decision or make a complaint

If you don't agree with a claim decision, you can request a review through the Gallagher Bassett internal dispute resolution (IDR) process. You must refer any dispute about a claim decision to the claims manager's IDR, no later than 30 days after you received written notice of the claim decision.

Gallagher Bassett will ask you to state the dispute in writing unless you have already provided a written statement. How to contact the disputes resolution officer:

- Phone: (02) 9464 7270
- Email: complaints_builderswarrantyclaims@gbtpa.com.au

You can also make a complaint about Gallagher Bassett's service to the dispute resolution officer.

Escalate your review to the icare HBCF claims committee

If you're still unhappy about the decision after the IDR process, you can ask Gallagher Bassett to refer your dispute to the icare HBCF claims committee or contact them directly as listed below:

- Email: enquiries.hbcf@icare.nsw.gov.au
- Phone: (02) 9216 3224

Make a complaint directly to icare HBCF

You can make a complaint directly to icare HBCF by calling them ((02) 9216 3224) or email enquiries.hbcf@icare.nsw.gov.au

Request an NSW Civil and Administrative Tribunal (NCAT) review

If a claim is denied, you can appeal to the NCAT within 45 days of the claim decision. In some circumstances the NCAT may grant leave for an application to be lodged later than 45 days after the decision.

Request a regulatory compliance review

The State Insurance Regulatory Authority (SIRA) regulates the State Home Building Compensation scheme. **Although SIRA cannot overturn an individual claim decision, SIRA can review icare HBCF's compliance with the legislation, guidelines, and policy.**

If you have any concerns about icare HBCF's conduct in dealing with your claim, please contact SIRA:

- Phone: 13 10 50
- Email: contact@sira.nsw.gov.au
- Website: <https://www.sira.nsw.gov.au/disputes-and-complaints/home-building-compensation-disputes>

Regulation and Governance

- The NSW Self Insurance Corporation (SICorp) issues insurance policies through the Home Building Compensation Fund (HBCF).
- Insurance and Care NSW (icare) administers the HBCF for SICorp.
- Gallagher Bassett is the claims manager or scheme agent and assesses claims on behalf of the icare HBCF.
- The NSW Civil and Administrative Tribunal (NCAT) provides specialist tribunal services to help you resolve an issue or dispute fairly and according to the law.

Lodge a complaint with SIRA

You can lodge a complaint with SIRA about how we handled your claim or any other aspect of our service.

SIRA contact details:

- Phone: 13 10 50
- Email: contact@sira.nsw.gov.au
- Online: fill out the [online enquiry form at https://www.sira.nsw.gov.au/](https://www.sira.nsw.gov.au/)

Settlement Acceptance – HBCF-CL-004404 and HBCF-CL-004405

- 1) I/we, the homeowner(s), accept the settlement offered above is full and final settlement of my/our claims lodged about defective/incomplete residential building work undertaken by the builder.
- 2) I/we acknowledge that I/we can request no further indemnity for any loss(es) in these current claims. I/we do not release icare HBCF from liability for any other valid claims we may have. For example, a valid claim I/we lodge within the insurance period, about defects we don't currently know about.

Owner Signature



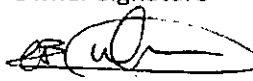
On behalf of SP17885

Owner Name (Please print)

Melanie Harding - Deputy Branch Manager

On behalf of SP17885

Owner Signature



On behalf of SP17885

Owner Name (Please print)

Caitlin Butler - Licensed Strata Manager

on behalf of SP17885

Date

30/03/2023

Date

30/03/2023

Common seal for the Owners





103 Underwood Road
Homebush Bay, NSW, 2147
1300 745 188
ABN: 78 001 820 515

REVISED QUOTATION

HBCF

Our Ref: 32462

19/01/2023

Gallagher Bassett
Attn: John McLean
Client Ref No.: HBCF-CL-004404 & 004405

Site address: 63-69 President Avenue, Caringbah

RE: Revised Quotation

Please find our Quotation to carry out restoration works to the property situated at the above address in accordance with the following details. Thank you for the opportunity to provide this quote.

Scope Of Works

- As per tender documentation provided by Gallagher Bassett dated 21/03/2021.

Description	Total Estimate
Preliminaries	16,498.48
HBCF	6,037.50
Item 1 - Basement garage & central courtyard	78,760.05

Net Total:	101,296.03
GST:	10,129.60
Quotation Price:	111,425.63



103 Underwood Road
Homebush Bay, NSW, 2147
1300 745 188
ABN: 78 001 820 515

Inclusions:

The following items are included in our above fee proposal:

- All labour and materials required to complete remedial works as per the provided scope of works and specification.
- Part time Project Management by a CJ Duncan Project Manager.
- Maintaining safety documentation and providing adequate safety equipment, including PPE, throughout the project.
- Interim cleaning and rubbish removal throughout the project.
- A detailed final clean at completion of balcony works prior to handover.

Exclusions:

The following items are excluded in our above fee proposal:

- No allowance has been made for a declared design to be completed by a Registered Designer as per the DBP Act. This will need to be completed before works are legally allowed to commence. If the declared design increases the scope of works provided and priced for, any additional work will need to be a variation to the contract. We are happy to assist with the DBP Act requirements as required or requested.
- No allowance for authority approvals, including those associated with a CDC, DA, PCA fees, long service levies etc.
- We have not allowed for any works that are not stated within the supplied scope of works.
- We have not allowed for the engagement of any consultants or engineers. We have assumed all consultants will be engaged and paid directly by the client.
- No allowance has been made for any liquidated damages.
- No allowance has been made for any retention of money or bank guarantees.
- Any investigation works.
- All removal of contents or the like are to be removed by other prior to works commencing.
- No allowance for items 13 & 14 at this stage. This item is unquantifiable at this stage and may not be required. Any works required for these items will need to be a variation to the contract.
- No allowance for latent conditions, including any costs associated with the removal and/or treatment of contaminated materials (such as asbestos or concrete cancer).

Clarifications & assumptions:

The following clarifications are made for the purpose of this tender submission:

- All works are to be completed between 7.00am – 3.30pm Monday to Friday.
- Project works are to be completed in an uninterrupted, single continuous period. If unforeseen delays are incurred, additional costs for preliminaries, rentals, stand down and demobilisation will apply.
- We have only allowed for items noted in provided specification or noted within this document.
- Any variation works are to be approved in writing before they will be commenced.
- All power and water to be provided by the owners during the course of the works.
- Our project team can access onsite toilets as required at no cost.
- Our project team can utilise onsite parking at no cost.
- We have assumed that a DA submission, Council order, authority approvals etc. and their associated costs if required will be managed and funded by the client if required.
- We have assumed a compound area will be set aside for CJ Duncan's exclusive use in the complex for storage of equipment, temporary fencing, materials etc.

Project timeframes & tender validity:

- We estimate this project will require 6-8 weeks to complete the required on-site works.
- This price is valid for 8 weeks only and may require a further review if the approval is after this period.



103 Underwood Road
Homebush Bay, NSW, 2147
1300 745 188
ABN: 78 001 820 515

Next steps

Thank you for providing us with the opportunity to submit this fee proposal. If you would like to us to commence these works, please provide your written instructions.

Naturally, please contact me if you have any questions or require further information.

Regards,

A handwritten signature in black ink, appearing to read 'Michael Drury', with a stylized flourish at the end.

Michael Drury
Senior Estimator
CJ Duncan

Mobile: 0436 683 852

14 April 2021

The Owners - Strata Plan 17885
C/- Pobi Lawyers
Suite 1307, 109 Pitt Street
Sydney NSW 2000

BY EMAIL ONLY: iain@pobilawyers.com

Dear Sir/Madam,

Claim No.: HBCF-CL-004404 and HBCF-CL-004405
Property: 63-69, President Avenue, Caringbah NSW 2228
Builder: B W C & Associates Building Professionals Pty Ltd
Certificate No.: HBCF15020525 and NSWSHCHWIW/200166

We refer to your claim in respect of the above property. Insurance and Care NSW (icare) administers the Home Building Compensation Fund (HBCF) on behalf of the NSW Self Insurance Corporation. Gallagher Bassett Services Pty Ltd (Gallagher Bassett) is dealing with the claim on behalf of the HBCF.

As a result of the inspection at your property and assessment of documentation submitted, we advise that liability for the items you have claimed has been determined as detailed in the attached Inspection Summary which incorporates the accepted aspects of your claim.

To enable us to quantify liability under your claim and reach a settlement figure to propose to you, we will arrange to obtain tenders for the accepted items. We will advise which builders have nominated to provide tenders shortly. You may also, if you so choose, provide itemised tenders from suitably qualified contractors for the accepted works set out in the Inspection Summary or, alternatively, nominate a builder to take part in our tender process.

To enable the tender process to commence, it will be necessary for you to first review and sign the enclosed Inspection Summary dated 21 March 2021 and return to our office to confirm your acceptance of the contents.

On receipt of all tenders, we expect to be in a position to determine the extent of liability. Please note that the amount approved will have an excess of \$500.00 (\$250.00 for each claim made) deducted under the terms of the policy of insurance.

We enclose a copy of the relevant insurance policy and recommend you review the wording to ensure you are aware of the applicable terms and conditions subject to your claim. If you have any questions after reviewing the wording, please contact us.

Please note that if circumstances change before we agree with you on a settlement figure (for example, if your builder stops being bankrupt, is found again within Australia or has their licence suspension removed), we may no longer be liable under the policy and reserve our right to change our decision on liability.

We have established internal processes to review claims decisions upon request. If you disagree with the decision set out in this letter, you can request a review through Gallagher Bassett Internal Disputes Resolution process. If you are not satisfied with that outcome, an escalation can be requested through Gallagher Bassett to the HBCF Claims Committee.

Once you inform Gallagher Bassett of your intention to dispute the decision, Gallagher Bassett will request that you state the dispute in writing, unless you have previously provided a written statement. You may contact the Disputes Resolution Officer by either email or phone as listed below:

(02) 9464 7270
complaints_builderswarrantyclaims@gbtpa.com.au

The Disputes Resolution Officer will acknowledge your dispute in writing within 2 business days of receipt. If Gallagher Bassett requires further information, a request will be made at this time.

The Disputes Resolution Officer will investigate all details of your dispute and will provide you with a written response of the outcome within 15 business days of your written notification. The response will outline any reason for the decision and will inform you of any action Gallagher Bassett intends to take in resolution of the dispute.

In some cases Gallagher Bassett may be unable to reach a conclusion without further information, in which case they will contact you. Please respond promptly to any such request, as the review will still need to be completed within 15 business days and a lack of needed information may result in the dispute being rejected.

There are published service standard time frames for handling these reviews available at our website www.icare.nsw.gov.au. You can appeal to the NSW Civil and Administrative Tribunal (NCAT) within 45 days of a claims decision. If you request a review by Gallagher Bassett or, subsequently, by the HBCF Claims Committee, you will receive a decision letter, with supporting explanations to renew your 45 day NCAT appeal rights. In order to begin this process, please feel free to contact Gallagher Bassett Customer Relations via email at complaints_builderswarrantyclaims@gbtpa.com.au.

The State Insurance Regulatory Authority (SIRA) regulates the State home building compensation scheme. Whilst SIRA cannot overturn an individual claim decision, if you have any concerns about our conduct in dealing with your claim, SIRA can review our compliance with the legislation, guidelines and our policy. SIRA can be contacted at 13 10 50, via email contact@sira.nsw.gov.au or through its website www.sira.nsw.gov.au.

This decision is based on information held by us. We reserve the right to review this decision should further information or documents come into our possession.

Please contact the writer if you have any further questions.

Yours faithfully,



John McLean
Gallagher Bassett Services Pty Ltd
02 9464 7287

Enclosures: Inspection Summary dated 21 March 2021
Igentia Pty Ltd Assessment Report dated 21 March 2021
Policy of Insurance under the HBCF – effective 15 January 2015

Inspection Summary

Claimant: The Owners – Strata Plan 17885
 Claim Number: HBCF-CL-004404 & 004405
 Assessor Ref: 20210807
 Date of Report: 21 March 2021
 Page: 1 of 5

Defective Work = Acceptance			
Item No	Location	Description	Proposed Remedial Scope of Work
PRE	General	<u>Preliminaries</u>	<p>P1. <u>These preliminary items are applicable to this issue stated below which is the subject of proposed remedial works.</u></p> <p>P2. The remedial contractor and the owner must comply with the requirements of the relevant building legislation as amended, and any other laws, regulations and consent conditions that apply.</p> <p>P3. Ensure all necessary preliminaries are considered and actioned as required including, but not limited to:</p> <ul style="list-style-type: none"> ↳ Development Approvals; ↳ Construction Certificates; ↳ Building permits; ↳ Home warranty insurance; ↳ Contractors all risk insurance ↳ Workers compensation; ↳ Storage and onsite parking; ↳ Site amenities including site sheds, mess sheds, ablution facilities; communication, electricity and water; ↳ Waste collection and disposal including the safe delivery, storage and removal of skip bins; ↳ Access & scaffolding in accordance with OH&S and Work Cover requirements; ↳ Preparation and distribution of safe work method statements and material safety data sheets; ↳ Provision of temporary barricades and notices, and protection of the work areas and adjacent surfaces. <p>P4. Allow to protect or remove and reinstate any surfaces, objects and furniture, structures and flora and landscaping likely to be affected by the work in consultation with the Owners / Occupiers.</p> <p>P5. Ensure the ambit of the work is clean and free from any foreign matter and dispose of all debris regularly during and on completion of the works.</p> <p>P6. Allow to properly schedule and access the work in consultation with the Owners / Occupiers. Safe access must also be maintained for the owners and occupants whilst the remedial work is being carried out.</p> <p>P7. Allow to reinstate and make good any areas affected by providing access to or the undertaking of the remedial works including to existing driveways, paths, grassed areas, landscaping, etc.</p>

Inspection Summary

Claimant: The Owners – Strata Plan 17885
 Claim Number: HBCF-CL-004404 & 004405
 Assessor Ref: 20210807
 Date of Report: 21 March 2021
 Page: 2 of 5

Defective Work – Acceptance			
Item No	Location	Description	Proposed Remedial Scope of Work
			<p>P8. Allow to identify all services located beneath or adjacent to the areas requiring rectification or which are contained within concrete slabs or walls or existing construction. Allow to protect, safely temporarily disconnect, relocate and / or reinstate all such services to their existing condition in accordance with the requirements of the relevant authorities.</p> <p>P9. Allow to undertake a dilapidation survey of existing conditions prior to the commencement of any remedial works and provide a copy to the Owners / Occupiers.</p> <p>P10. Allow to handover the works including providing the Owners / Occupiers with the relevant and necessary information to operate and maintain the works.</p>
1	Basement Garage and Central Courtyard	<p><u>Pobi Lawyers Covering Letter Dated 18 June 2020</u></p> <p><i>I attach completed Claim Forms in respect of HBCF15025025 and NSWSHCHWIW / 200166.</i></p> <p><i>The claims arise as a result of a failure of the works carried out by the Contractor. It appears that the waterproofing works have failed in their entirety and the basement is once again subject to water ingress from ground level, excessively so during periods of heavier and increased consistent volumes of rain.</i></p>	<ol style="list-style-type: none"> Gain access to the Basement Carpark. Carefully dismantle and set aside (for possible reinstatement) the metal catch trays and 50mm uPVC drainage pipework. Extract the 50mm uPVC drainage pipe from the northern reinforced core filled concrete block wall to the Basement Carpark. Clean the penetration and then insert a plug as close to the external retaining side of the wall as possible but to a minimum of 75% of the thickness of the wall. Then fill the penetration with a suitable repair mortar ensuring that it is thoroughly worked and compacted into the penetration to finish flush with the internal surface of the wall in a smooth and even manner. Sponge and clean any repair mortar staining from the internal surface of the wall. Gain access to the Central Courtyard. Temporarily disconnect the lower section of the downpipe against the northern external face brick wall of the Building (where Units 5 and 17 interface) and divert the disposal of stormwater to an alternate location to allow reasonable access to the podium slab at this location. Locate and mark the two extreme ends of the joint in the podium slab from the northern external face brick wall of the Building through to the northern reinforced core filled concrete block wall to the Basement Carpark. Excavate the turf and soil to a minimum width of 750mm each side of the joint (1500mm in total width) down to the surface of the suspended reinforced concrete podium slab for the full length of the courtyard. Note that exploratory works indicate there may be an existing hob constructed to each slab to form the interface of the joint approximately 90mm wide x 200mm in depth.

Inspection Summary

Claimant: The Owners – Strata Plan 17885
 Claim Number: HBCF-CL-004404 & 004405
 Assessor Ref: 20210807
 Date of Report: 21 March 2021
 Page: 3 of 5

Defective Work – Acceptance			
Item No	Location	Description	Proposed Remedial Scope of Work
			<p>8. At the northern end, locally extract any masonry units from the northern bounding wall to allow the proposed remedial work to extend to the external face of the bounding wall.</p> <p>9. At the southern end, locally extract sufficient masonry units from the lowest two to three courses to expose the Ground Floor slab and enable termination of the proposed remedial work to extend into the cavity wall system sufficiently to prevent any bypassing of moisture beyond the extremes of the proposed remedial work to the joint.</p> <p>10. Engage a suitably qualified contractor to carry out a survey scan of the surface of the exposed slab to locate and mark any concealed services and if possible, reinforcing bars including depth of cover.</p> <p>11. Carefully mark a straight line a minimum of 500mm from the centre line of the joint on the surface of each side of podium slab then cut a straight line reglet to a minimum depth of 20mm into the slabs. Protect the remaining membrane treatment (if any) to the exposed surface of the slabs beyond this line from any damage.</p> <p>12. Using abrasive means, grind the vertical and horizontal surfaces of the slabs and hobs to the full length and profile of the area between the two reglets to leave a reasonably smooth and even finish to the podium slab free of any nodes and protuberances, cement laitance, old surface treatments or coatings. Also round / chamfer the outer edges of the hob to remove and sharp edges and corners.</p> <p>13. If any existing reinforcing steel is exposed, allow to clean the corrosion to a minimum of 50mm beyond the end of any corrosion and treat with a suitable and compatible anti-corrosive treatment in accordance with the manufacturer's product use requirements. The fill any depressions with a suitable and compatible external grade repair mortar to match the plane of the surrounding surfaces in accordance with the manufacturer's product use requirements.</p> <p>14. Similarly, if any boney or honeycombed concrete is exposed, allow to locally break out any loose particles and then treat and fill with a suitable and compatible external grade repair mortar to match the plane of the surrounding surfaces in accordance with the manufacturer's product use requirements.</p> <p>15. Thoroughly extract any existing materials from the joint including but not limited to old sealant, backing rod, packing and the like and flush as clean as practicable with compressed air and high pressure water taking care to limit any water landing on and saturating the external surfaces of the hobs and slabs.</p>

Inspection Summary

Claimant: The Owners – Strata Plan 17885
 Claim Number: HBCF-CL-004404 & 004405
 Assessor Ref: 20210807
 Date of Report: 21 March 2021
 Page: 4 of 5

Defective Work – Assequence			
Item No	Location	Description	Proposed Remedial Scope of Work
			<p>16. Thoroughly extract all loose or friable particles and any other contaminants from the exposed concrete surfaces using high powered vacuum suction. The thoroughly wipe the surfaces with a damp cloth free of any solvent or other cleaning agent.</p> <p>17. In consultation with a reputable and accredited manufacturer, select and supply and install a suitable and compatible external grade post applied fully bonded sheet membrane waterproofing system incorporating an equally suitable and compatible external grade joint sealing system with capabilities for anticipated movement, strictly in accordance with the manufacturer's product use requirements. Particular attention must be paid to detailing at junctions, termination locations, avoiding condensation and the temperature of the substrate being at the minimum above the dew point, protection from mechanical damage and the like. The membrane is to extend into the wall cavity at the southern end to ensure that no moisture in the cavity can migrate beyond and under the membrane system, and at the northern end to be terminated at a minimum 200mm down the external face of the bounding wall.</p> <p>18. Allow to expose up to five (5) drainage penetrations in the podium slab within the central courtyard area to a minimum 600 x 600mm around each penetration. Carry out the same marking procedure and cutting in of the reglet to a minimum of 300mm from the centre of the outlet / penetration. Then supply and install a similar waterproofing membrane system described above strictly in accordance with the manufacturer's product use requirements.</p> <p>19. Install temporary (sacrificial) containment angles to the extreme edges of the newly applied membrane and then flood test for a minimum period of 48 hours.</p> <p>20. Supply and install a suitable, durable and inert protection medium over the whole surface area of the newly applied membrane system. Then supply and install a minimum 20mm thick drainage cell layer over the protection medium and then encapsulate with a suitable geotextile fabric ensuring that it is neatly dressed and folded around and underneath the outer edge of the drainage cells to avoid any blockage.</p> <p>21. Reinstate the soil and lightly compact in 100mm layers allowing for future settlement.</p> <p>22. Supply and install up to 40m² of turf to match existing ensuring that it is rolled neatly and evenly and watered.</p> <p>23. Provide the Owners with a comprehensive Handover Package including all data on the relevant products and systems used, certification of the compliant</p>

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Proposed Remedial Scope of Work = Acceptance			
Item No	Location	Description	Proposed Remedial Scope of Work
			application and installation, and instructions for their ongoing maintenance obligations.
			24. In consultation with the Owners, determine whether the catch trays and drainage are to be reinstated. If not, allow to dispose of responsibly in accordance with environmental waste management policies and guidelines.

This is a 5-page document and this page is the last one.

With their signature below, the Claimant confirms that they accept the independent building consultant's recommendations set out above and that the next step be quantification of the loss by obtaining quotations from independent licensed building contractors.

Signature of the Claimant:

Date signed: / 20.....

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Consultants Details

Consultancy company & office location	Igentia Pty Ltd – PO Box 1477 Wahroonga NSW 2076
Consultants name	John George
Consultants mobile phone number	0418 400 149
Consultants email address	John_george@igentia.com.au
Consultants qualifications attached	Yes <input checked="" type="checkbox"/> See 'Annexure A' No <input type="checkbox"/>
Specialist Engaged (attach report)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Specialist Type
Specialist Details (delete row if not applicable)	
Date assessment request received	25 August 2020
Date of 1st Contact with customer by Consultant company	31 August 2020
Our Reference Number	20210807

Claimant Details

Owner's Name	Owners of Strata Plan 17885 (Owners)
Owner's contact details (phone, mobile, email)	Iain Fairholm E: iain@pobilawyers.com M: 0433 725 558 T: 02 8324 7565
Certificate of Insurance Policy Number	<ul style="list-style-type: none"> NSWSHCHWIW/200166 issued on 7 May 2015 HBCF15020525 issued on 24 November 2015
Date of Final Completion / Occupancy Certificate	<ul style="list-style-type: none"> 15 October 2015 as stated on the HBCF Builder Project Completion Advice although this must relate Stage 1 Works Owners state that the Builder left the site in 2016 but there is no particular date or approximate date
Claim Number	<ul style="list-style-type: none"> HBCF-CL-004404 HBCF-CL-004405

Insured Builder Details

Builder Name	BWC & Associates Building Professionals Pty Ltd [ABN 36 125 400 428]
Licence Number	220050C
Status	Expired on 26 October 2018

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Situation of Loss

Address	63 – 69 President Avenue Caringbah NSW 2228
Brief Description of Property	<p>The subject Building is a residential unit complex consisting of thirty (30) units in two by three storey buildings joined at a central common wall built over a partial subterranean basement carpark. The Building is "U" shaped with a large open soft landscaped area filling the central "U" area.</p> <p>The building is constructed from a combination of reinforced concrete slab, beams and columns and traditional cream textured cavity masonry external walls. Each unit has a rectangular balcony and aluminium window and door assemblies. The roof has terracotta tiles over traditional pitched timber framing.</p> <p>Access to the Basement Carpark is via driveway from Curtis Street. For the purpose of this Assessment Report, the President Avenue elevation has a southern orientation.</p> <p>The original Building was constructed by or on behalf of M. J. Projects Pty Ltd between October 1980 and December 1981 with the Strata Plan being registered on 16 December 1981, making the Building approximately 40 years old.</p>
Contract Value	<p>1. \$38,370.00 as stated on the Statement of Cover issued on 7 May 2015. However, the Contract dated 18 May and 4 June 2015 states the Contract Price as \$39,100.00 including GST.</p> <p>2. \$96,602.00 as stated on the Statement of Cover issued on 24 November 2015</p>
Claim Type	Defect <input checked="" type="checkbox"/> Incomplete <input type="checkbox"/> Both <input type="checkbox"/>
Stage of works completed (if incomplete)	
Date of on-site inspection(s) (include 2nd and/or specialist inspection if applicable)	<ul style="list-style-type: none"> 20 September 2020 John George (Igentia Pty Ltd)
Attendees present at inspection(s) (owner, owner's consultant, original builder and/or representative etc)	<ul style="list-style-type: none"> Iain Fairholm (Pobi Lawyers) Ron Caruana (Danrae Group – Founder & Project Manager) Wayne Spiteri (Danrae Group – Sales Director)
Weather conditions on day of inspection(s)	Fine, Sunny, Warm, 22 ^o Celcius
Instructions	<p>Reference is made to the email instruction from John McLean dated 25 August 2020, in which I have been requested to provide a detailed report completed in the required iCare HBCF reporting format that addresses all items claimed by the Owner, being the loss arising from defective works alleged in the claim documents assembled by Pobi Lawyers on behalf of the Owners of Strata Plan 17885 (the Owners).</p> <p>In preparing my Report, it must include:</p> <ul style="list-style-type: none"> Confirmation of compliance with the NCAT reporting requirements for expert witness; Reporting on any additional items not detailed by the claimant that become apparent during the course of the inspection that will clearly need to be addressed during the course of

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	<ul style="list-style-type: none"> • completion/rectification; • Details for all professional services engaged in the project, i.e. Architects, Design Engineers, Building • Surveyors, Plumbing contractors, electrical contractors, waterproofing contractors, etc; • Details of any outstanding mandatory certification requirements; • Details of any non-compliance to the Building Code of Australia. • Whether the work performed by the builder conforms with the contract documents, including the standards expressed or implied by them, and the statutory warranties which apply to the works as well as your reasoning for this. It should also include any comparative information you used to assess the standard of works performed by the builder including Australian Standards, NCC / BCA, Guide to Standards & Tolerances, etc. The inspection summary should also separately include any rectification works that are the responsibility of the owner • Copies of any photographs with detailed notation; • Any representations made to you by the builder, the owner or their representatives; • A section outlining the denied items of claim; • A section outlining the accepted items of claim and required scope of works; • Evidence of any actions taken by the owner to mitigate loss. • A summary of estimated costs for non-completion major and non-major defects <p>Accurate measurements of lengths, areas and volumes as they apply to the scope of works.</p>
Duty to the Tribunal	<p>I affirm that I have read the NSW Civil and Administrative Tribunal (NCAT), Expert Witness Code of Conduct NCAT's Procedural Direction 3 to Expert Witnesses (See 'Annexure B')</p> <p>This report has been prepared in accordance with that Code and those directions.</p> <p>In accordance with those directions, I confirm it is my duty to assist the Tribunal and not act as an advocate for any party in this matter.</p>
Professional Services / Contact Details	
Areas of Non-Compliance to BCA (only)	
Outstanding Mandatory Certification Requirements	Not Applicable
Capped policy (contact Insurer for format confirmation)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Photos attached	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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Reference Documents	<ul style="list-style-type: none">• Building Code of Australia 2014 Volume 1 – Based on the construction certificate approval dates of 30 January 2015 and 27 February 2015 stated on the Final Occupation Certificate, the 2014 version of the BCA would have been in force at around the time the applications were made for the construction certificates• Australian Standards adopted by reference in the BCA• Guide to Standards & Tolerances• SP17885 Signed HBCF Claim Forms dated 18 June 2020• HBCF Statement of Cover No 107 NSWSHCHWIW 200616 Issued 7 May 2015• HBCF Statement of Cover No HBCF15020525 Issued 24 November 2015• SP17885 BWC Contract Residential Building (BC4) Courtyard Isolation Joints and Draining Points and Door Entry BCS11361545• SP17885 BWC Residential Building (BC4) – BWC BCS14000304 dated 13 November 2015• HBCF NSWSHCHWIW 200166 Builder Project Completion Advice Issued 4 February 2016• Danrae Group Remedial Proposal No 9214 dated 2 March 2020
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Part 1 – Non-Completion

Progress Stage	Works Completed	Comments
	Complete Incomplete Nil	Complete: Fully complete. Incomplete: Details of works done and outstanding. Nil: Not started, no comment is required.
THIS SECTION IS NOT APPLICABLE		

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PREAMBLE

1. BACKGROUND TO THE WORKS CARRIED OUT BY THE BUILDER

- 1.1 Subsequent to the lodgement of the claim, Iain Fairholm from Pobi Lawyers (**Pobi**), acting on behalf of the Owners of Strata Plan 17885 (**the Owners**), provided further documentation which includes the following listed in chronological order:

- 1.1.1 Specification for the Proposed Residential Building dated July 1980 prepared by Ian Rixon and Associates Pty Ltd Architects and Engineers (70 pages);
- 1.1.2 Copy of the Strata Plan showing that it was registered on 16 December 1981 (5 pages);
- 1.1.3 Work Order No 519651 issued by Body Corporate Services Strata Management (**BCSSM**) to the Builder dated 31 March 2015 specifying the following Job Instructions:

"Please proceed with your quotation B05/BCS/1090

P1. Courtyard exterior isolation joints

P2. Courtyard exterior drainage points

P3. Door head garage entry opening

Priority 1 & 3 - \$34,882 plus gst

Priority 2 - \$664 plus gst per drain."

- 1.1.4 Report of the observations and opinions regarding the cause of the movement of structural steel beam beneath the podium slab above the Basement Carpark dated 20 July 2015 prepared by Clarke Engineering Consultants (4 pages);
- 1.1.5 Report of inspection of the podium slab following concerns of further sagging raised by some of the residents dated 13 August 2015 prepared by Clarke Engineering Consultants (2 pages);
- 1.1.6 Series of four (4) Questions / Concerns identified by the Owners regarding the performance of the waterproofing works by the Builder noting that this document is undated but the document properties indicate that it was created on 6 September 2016 (7 pages);
- 1.1.7 An email exchange dated 13 – 14 December 2015 between BCSSM on behalf of the Owners and the Builder regarding the four (4) Questions / Concerns identified by the Owners regarding the performance of the waterproofing works by the Builder (3 pages);
- 1.1.8 Car Park Waterproofing Failure Peer Review and Inspection Report No 1390.201711 / 21145 dated 6 July 2018 prepared by Diagnostech Pty Ltd (**Diagnostech**) for the Owners (17 pages) (**the Diagnostech Report**); and
- 1.1.9 Building Condition Audit Report No 1390.201711 / 21660 dated 9 May 2019 prepared by Diagnostech Pty Ltd (**Diagnostech**) for the Owners (**the Diagnostech Condition Report**) (13 pages).

- 1.2 The Diagnostech Report provides a chronological history of events from the time the Builder was first commissioned by the Owners in a consulting capacity through to entering into a Contract with the Owners to perform certain works. The following is an extract reproduced from the Diagnostech Report:

- *"The Owners commissioned a "Building Report" which was prepared by Building and Waterproofing Consultancy Services Pty Ltd – dated 7th of September 2012;*

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- The Owners accepted advice from the Building Report and then obtained a quotation on the 17th of May 2013 for recommended remedial waterproofing works from BWC & Associates Building Professionals Pty Ltd;
- The quotation was updated via email on the 17th of December 2014, and a contract was entered into with BWC & Associates Building Professionals Pty Ltd on the 18th of May 2015 to carry out the works set out in the first quotation for a sum of \$39,100.60. This included the remedial waterproofing works to the aforementioned construction joint as set out in the first quotation ref. B05/BCS/1090 dated 17th May 2013.
- A second quotation was obtained from BWC & Associates Building Professionals Pty Ltd on the 4th of September 2015 for concrete spalling and balcony waterproofing works;
- A third quotation was obtained from BWC & Associates Building Professionals Pty Ltd on the 12th of October 2015 for structural repairs to be carried out in accordance with a design by Clark Engineering dated 6th of September 2015;
- The Owners then entered into a contract with BWC & Associates Building Professionals Pty Ltd on the 13th of November 2015 to carry out the works set out in the second and third quotations for a sum of \$96,602."

1.3 Pobi Lawyers have provided all of the documents referred to in the second, third, fourth, fifth and sixth paragraphs listed in the extract above from the Diagnostech Report. Only the Building Report dated 7 September 2012 has not been provided.

1.4 It is also worth noting two (2) particular comments made in the Diagnostech Report in relation to the two (2) different entities referenced in the paragraphs above as well as the Dispute Resolution provisions in the Building Contract which are reproduced below:

"Note 1: we understand that Building and Waterproofing Consultancy Services Pty Ltd and BWC & Associates Building Professionals Pty Ltd are separate companies however are related in so far as they share the same Director Mr David Zihrul and both the reports and quotations are authored by Mr Zihrul. From this we glean that one company provides consultancy services and the other provides a contracting service.

Note 2: we have observed that the second building contract entered into with BWC & Associates includes a Dispute Resolution clause and in Schedule 2 of that contract the author of this report; Dennis Stephenson, has been nominated to be referred to for the first dispute resolution method being mediation. The author of this report was not aware of this nomination."

1.5 Notwithstanding, this Assessment Report is only concerned with the events discussed in the first, second and third paragraphs.

2. THE BUILDING CONTRACT

2.1 On 18 May 2015, Pamela Hutt (on behalf of the Owners) signed the NSW Master Builders Association Head Contract Residential Building (BC4) **(the Contract)**, which was signed by the Builder on 4 June 2015. On the scanned copy of Contract provided to me, it has the following handwritten annotations on the front page:

"Builders Copy

63 – 69 President Ave Caringbah SP17885

- *Courtyard Exterior Isolation Joints*
- *Courtyard Exterior Drainage Points*
- *Door Entry Opening"*

2.2 At the top of the second page of the Contract, the Contract Price is stated as \$39,100.60 after which there is a handwritten notation stating "subject to number of drainage points".

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- 2.3 On the fourth page, the identity of the Builder is stated as BWC & Associates Building Professionals Pty Ltd (the Builder).
- 2.4 On the sixth page, the "Work To Be Done At The Site Address" refers to *"the attached quotation and further email with revised quotation price dated 17th December 2014"*. In relation to the "Specification Reference", *"The party who caused the drawings and specifications to be created is the:"* has the words "Owners Corp" handwritten at the end. There are otherwise no specific contract drawings and specifications mentioned.
- 2.5 On the thirteenth page, the "Proposed Date for Commencement" has the words *"Envisaged June 2015"* inserted after them and the "Number of Days to Carry Out the Work" has the words *"Estimated 3 weeks"* inserted after them.
- 2.6 On the fifteenth page, a single Prime Cost Item is scheduled – being for *"Drain Detailing"* with a Total Prime Cost Allowance of \$730.40.
- 2.7 On the sixteenth page, the "Description of the Work to be Completed by the Builder" has the words *"as per attached quotation and further email dated 17th December 2014"* inserted after them. In response to the Question "IS ANY aspect of the WORK set out in what are the Contract Drawings and Specifications excluded from the CONTRACT WORK and therefore the Contract Sum?", the words *"Number of drains to be done not known at signing of Contracts"*.

3. THE BUILDER'S ORIGINAL QUOTATION DATED 17 MAY 2013

- 3.1 Appended to the copy of the Contract provided to me is a copy of the Builder's Original Quotation No B05/BCS/1090 dated 17 May 2013. The Quotation is structured around three Priority areas of works but the discussion on these areas is prefaced with the following qualification:

"I refer to the BWCS Report C06/BCS/1090 dated the 7th December 2012 in particular Section 7 'Key Point Specification' commencing at page 22.

There are varied sources or potential sources of water in respect of 63-69 President Avenue Caringbah capable of entering the building structure and migrating to locations where they may cause loss of amenity and/or damage to the building in one form or another.

While wise in my view to address all sources or potential sources of water entry; indeed a strictly professional approach would call for all sources as listed to be attended to; the cost of doing so is considerable.

Therefore, with cost in mind, I have worked at developing a strategy designed to separate the various sources (1 to 5 in the Report's 'Key Point Specification') without significantly compromising the overall effectiveness of the aggregate (issues 1 to 5) waterproofing and drainage repair regime."

- 3.2 For convenience, I have reproduced the Builder's discussion on each of the Priority areas as well as the corresponding Scope of Works:

"PRIORITY 1

On the evidence; the present most overt source of free water into the basement carpark area is from the main isolation joints that extend the length (or width depending on relative orientation) of the carpark roof slab. These joints divide two mating concrete faces and allow freedom of relative movement "ideally" without also allowing water entry into the raw concrete and thus the basement space below. The isolation joints continue to and connect with articulated joints through the perimeter walls that form the basement. The presence of a properly installed purpose designed jointing system meant to prevent water from seeping into/and through this joint [as it is doing today] is essential.

Therefore I am going to prioritise the task of sealing the isolation joints with a proper suitable system that will accommodate anticipated normal building movement. To achieve this; my intention is to excavate the turf, soil and garden matter, where directly over the location of the basement roof slab isolation joints at least those joints where water entry has become a problem. The excavated strip shall

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be approximately 1.5 Meters wide that is to say 750 mm either side of the joint. I rely in this regard on my inspection of the subject basement area on the 16th August 2012.

The selected jointing system will include a final layer of purpose designed waterproofing over the freshly sealed joint. The new waterproofing will key into the concrete [at the outer edges of the layer] further reducing the potential for water to track in below this new membrane layer (See the Key Point jointing Specification below).

Scope:

The full length where accessible of joints requiring attention (where below courtyard soil, turf or garden matter).

Work Description:

- Plot the joints to receive attention. Measure approximately 750 mm either side of the joint locations.
- Excavate the resulting 1500 mm strip to expose the bare structural substrate concrete (and edges of the old existing membrane).
- In doing so, expose the offending joint(s).
- Grind back all freshly exposed concrete to a flush surface finish however leave 200 mm of the old existing membrane (if it exists) at either edge of the excavated trench.
- Mechanically rake out and clean out the freshly exposed joints.
- Prime the joint surfaces using a suitable (compatible) epoxy Primer.
- Install a suitable (compatible) construction grade thixotropic polyurethane sealant into the joints (full depth where possible).
- Apply SG adhesive over the joint location {200 mm wide application, distributed centrally over the joint}.
- Install a 200 mm wide Combiflex SG concrete jointing tape system into the adhesive.
- Install (bond to the substrate) one full layer of flexible synthetic rubber sheet membrane (1500 mm wide) over all previous installations (SG jointing and jointing tape). Fuse the outer 200 mm of the new rubber sheet membrane to the old existing membrane (if an existing membrane does exist across this concrete slab).
- Install a protection board, Geo Filter Fabric and a drainage cell layer.
- Reinstall soil and turf.

PRIORITY 2

On the evidence; there is progressive failure of the membrane detailing and/or collar flashing and/or overflashing methods at the locations where 'pipes' extend through the basement's concrete roof slab via core hole penetrations in the concrete (the usual practice for directing drainage pipes from stormwater outlets and wet area (bathroom & laundry) floor wastes. This particular quotation submission will only address stormwater outlets serving the surrounding courtyards (specifically below turf, soil or garden matter). The only caveat I must include here; is that these outlets must be accessible by reasonable removal of turf, soil or garden matter. Any depths of turf, soil or garden matter exceeding 150 mm "may" result in an additional charge to the Owners. Any trees, walls or objects that require removal or otherwise impede reasonable access to the stormwater outlet "may" result in an additional charge to the Owners. (See the Key Point detail & flashing Specification below).

Scope

Per drainage outlet

Work Description

- Excavate to expose outlet

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- Clear outlet
- Install a sheet waterproofing membrane around the outlet and fuse with the old existing membrane (if and old membrane does exist)
- Install a flexible collar flashing
- Install geo fabric
- Backfill

PRIORITY 3

Perimeter detail above the garage door approximately 4 metres long

Scope

Perimeter detail above the garage door approximately 4 metres long

Work Description

- Break out loose drummy and suspect concrete
- Treat steel reinforcement or if necessary replace the reinforcement
- Bring back to profile using approved repair kit
- Apply primer and two coats of high volume solid weatherproofing membrane to restored slab edge.

Our quotation to supply all necessary labour, materials and equipment to carry out the work as specified in Priority 1 & 3 is:- \$32,600 plus GST (Thirty two thousand, six hundred dollars). Plus gst

Our quotation to supply all necessary labour, materials and equipment to carry out the work as specified in Priority 2 is:- \$620 plus GST per drain (Six hundred and twenty dollars). Plus gst PER DRAIN."

4. THE BUILDER'S AMENDED QUOTATION DATED 17 DECEMBER 2014

- 4.1 Also appended to the copy of the Contract provided to me is a copy an email exchange between BCSSM and the Builder dated 17 December 2014. The exchange commences with an email query from BCSSM, acting on behalf of the Owners, which is reproduced below for convenience:

"I write to regarding the above mentioned property and wish to advise that we have recently had a committee meeting to discuss the waterproofing issues at the property. The committee are very close in making the decision to proceed with your quotation B05/BC/1090 dated 17 May 2013 and have asked that it be updated to reflect any price increase or changes. The quotation is for remedial waterproofing works costing \$32,600 + GST and \$620 + GST per drain.

In your quotation you have noted that the cost per drain as specified in Priority 2 is: \$620 + GST, the committee have asked which drains would be a priority. Are you able to provide this information? On receipt of your amended quotation it is to be referred to the Executive committee for FINAL instruction."

- 4.2 The Builder's reply is also reproduced below for convenience:

"In response to the Owner's questions: we calculate an average 7% rise in costs since May 2013, such cost increases found chiefly in labour, materials and insurances. This would put the present quotation sums in respect of B05/BCS/1090 at:

Priority 1 & 3 - \$34,882 plus gst

Priority 2 - \$664 plus gst per drain.

With reference to the question on which drains would be a priority; I have made mention in my site notes (SP 17885: May 13) viz at the time of preparing our quotation; there were 4 drains exhibiting signs

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consistent with failure of watertightness at the top of the riser pipe and/or outlet/inlet junction and/or and more likely; the attachment of any existing waterproofing provisions to the outer diameter of the riser pipe (consequence; an absence of seal between the pipe and penetration in the concrete) and of course an absence of suitable flashing. Sandra, apologies, but it has been some time since inspecting this site therefore I cannot be more precise."

- 4.3 Because the work to the drainage outlets was the subject of a Prime Cost Allowance and therefore, excluded from the Contract Price, it is not clear on what basis the Contract Price of \$39,100.60 including GST was constructed.

5. THE OWNERS' QUESTIONS / CONCERNS REGARDING RECENT WATERPROOFING WORKS

- 5.1 In paragraph 1.1.6 above, I referred to series of four (4) Questions / Concerns identified by the Owners regarding the performance of the waterproofing works by the Builder around 6 September 2016. These Questions / Concerns have been reproduced below for convenience and include:

5.1.1 "Leak:

While we do understand this work is a 'step' to resolve the issue. We were of the understanding the purpose of the Priority 1 works was to prevent/lessen the amount of water entering concrete slab, thereby preventing / minimising concrete spalling, as outlined in your quote (page 3 last sentence – "The new waterproofing will key into the concrete [at the outer edges of the layer] further reducing the potential for water to track in below this new membrane layer")

However, this has not occurred. The amount of water entering the garage is the same, if not

worse as it's now visible along the whole joint area –in particular at each steel beam and column. This is especially apparent after an hour of rain. And remains a potential hazard to cars underneath. We expected this work would have reduced the amount of water coming through joint or entering slab considerably and be consistent with the odd drip.

Could we please see your progress photos of the waterproofing works as completed?"



Example of water in car spot - Photo taken 25 August 2016

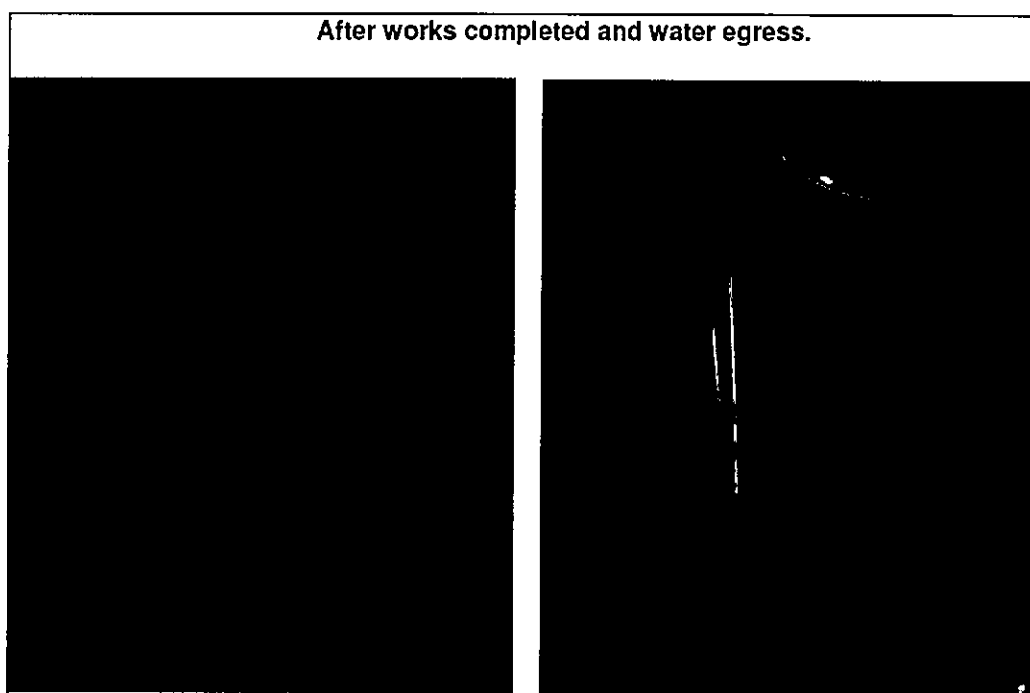
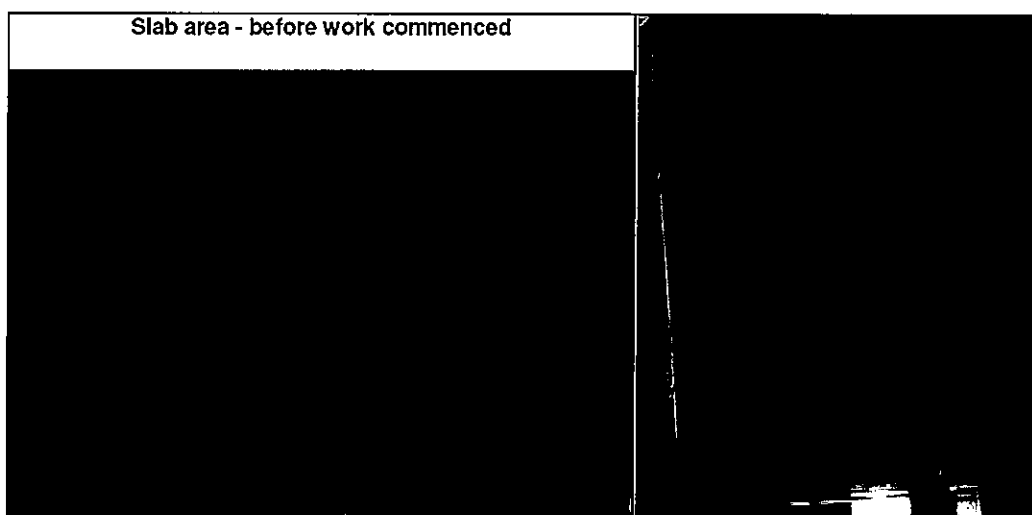
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5.1.2 "Watermark:

The second key area of concern is the wet watermark that is now visible on either side of tray. It appears to us that the joint filler and/or tray is holding the water causing it to be absorbed (or egress) into concrete - therefore not reducing the amount of water entering concrete slab as expected."

From our understanding of recent correspondence, water penetration is possible from water tracking through the slab from outside the waterproofed area and finding its way to the joint and this is what was expected. This is contradictory to what is outline in quote, ie "The new waterproofing will key into the concrete [at the outer edges of the layer] further reducing the potential for water to track in below this new membrane layer").



Below pictures show progression of water egress – note the water line against the same chalk mark in each photo."

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Photo taken 18 June 2016

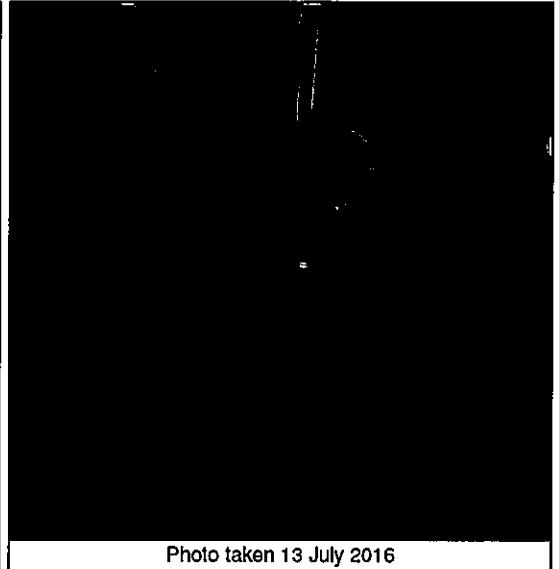


Photo taken 13 July 2016

5.1.3 "Tray outlet:

At northern end (outer wall) in basement car park the pipe connected from tray appears to be attached to wall only and not into any type of drainage system, as water can be seen spilling from besser brick wall itself when it rains. We have video of the water spilling out – however file is too large for email, but will provide if necessary."



5.1.4 "Point 4 –Grass area:

Last point is for BWC – the quote includes the re-turfing of the area. See Priority 1 Scope (page 4) of quote – last point. "Reinstall soil and turf". This was not done. The soil is extremely soft, and has dropped approximately 4 inches over the work area, and is now being covered with weeds. See photos below."



Drop in soil.

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6. BUILDER'S RESPONSE TO OWNERS' QUESTIONS / CONCERNS

6.1 In paragraph 1.1.7 above, I referred to email exchange dated 13 – 14 December 2015 between BCSSM on behalf of the Owners and the Builder regarding the four (4) Questions / Concerns identified by the Owners regarding the performance of the waterproofing works by the Builder. I have reproduced that email exchange below for convenience.

6.2 On 13 December 2016, BCSSM emailed the Building stating:

"We write to you on behalf of the Strata Committee at Strata Plan 17885 who have requested that BWC answer the following questions and assist them in understanding the works carried out at the property. As you aware, the strata committee have previously addressed their concerns in writing as per the attached documents and now seek clarification on various points:

"The quote states – 'The new waterproofing will key into the concrete [at the outer edges of the layer] further reducing the potential for water to track in below this new membrane layer'".

- 1. Why is there a considerable amount of water still leaking from joint? As noted in Point 1, even with the additional tray installed the water is more than the odd drip.*
- 2. Why have Watermarks started to appear on either side of joint? – as noted in point 2. How is this an improvement?*
- 3. Tray outlet – Although you have re-sealed the outlet pipe, where exactly does the outlet pipe go to? Does it go all the way through the wall into the dirt? Or is it connected to another drain?*
- 4. Will you be reinstating the grass as per your quote?*

Just to clarify - the questions relate to the "Priority 1" work outlined in BWC's quote (B05/BCS/1090) attached. We instructed BWC to carry out and over see this waterproofing work, not the Engineer."

Thank you in advance and I look forward to receiving your response."

6.3 On 14 December 2016, the Builder replied stating:

"If we get this right" you (the Owners) advise that there is water or moisture seepage at some location within the basement car park. As this below ground structure is subject to subterranean storm water run-off from the local topography, I can't say I am overly surprised.

These are 'wet walls' according to the Building Code of Australia (and more recently the National Building Code) The amount of water entering (being allowed to enter) is a pervasive issue Sydney wide and much further afield.

The Owners have referenced a joint now concealed following extensive design changes by the Owner's own and very capable Engineer (the Engineer you have fortunately appointed to deal with all building and engineering matters at you block). And given the professional design and somewhat enormous degree of related concreting at & over this joint ... one would fairly expect that the said joint is perhaps the 'only' place across this vast water trap where water would be prohibited to enter from. The passage and mechanism for water to use the joint as a discharge location (outside faces of the joint) is well spelled out in our prior courtesy emails to you. In fact this has been stated and has served as a warning going back some years now. Before any work was performed at least by our Company at this block. The Owners simply declined to waterproof this podium level. I guess, given the cost, we would all baulk. But nonetheless it remains necessary.

In the interests of hopefully assisting the Owners [or particular Owner (as the case may be)] and in a demonstration good faith, we responded to quite a number emails from the Owners in relation to what we believe the water entering the joint is all about.

Our response to these continuing same questions has never changed. Your Engineer has agreed. Perhaps the best way, again, to try and explain (an explanation predicated on common sense) is to respectfully ask that the Owners or Owner should take the time to actually read the many emails sent to them (or to him or her) regarding in particular the quarter of an acre or so of exposed and unprotected concrete that this joint splices through. The previous submissions also included diagrams and sketches

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in an effort to get the fundamentals across to the party having difficulty in understanding the mechanics of the matter. And the unhappy Owner really should take the time to talk to the Owners Engineer. We found him to be very knowledgeable and professional in his analyses and decisions. I am sure he can be of help to the party concerned.

Sandra I do refer to the time it takes to send these emails to the party who is having difficulty getting around the problem. In my last email I made the point that I would have to charge for my time from hereon. Again I advise the Owners to speak with their Engineer. We have spoken with him. The Owners should also. Our charge to the Owners on this occasion is \$262 plus gst.

Just leafing through this file, I note that the Owners engaged yet another Engineer much earlier in the piece. I do not know who this Engineer was. But it seems this particular Engineer carried out structural repairs at the joint in question. The net longer term results (it seems) precipitated further on - going movement of the slab either side of the joint. More recently, this movement was found to be (a) considerable, (b) posing constant shear (movement) between the interfacing edges of the slabs where they meet to form a joint. And (c) the movement had reached a stage where structural failure had moved from possible to probable. I noted this when inspecting the joint some time before the most recent of the work had been commenced. I raised the alarm so to speak. Things were - to my untrained eye – now at a critical stage. Your Engineer later agreed with this assessment. Any attempt to recaulk the joint would have been pointless. My concern was & is (and the Engineer agrees) that this movement may continue to occur. To a lesser degree however, but, at the same, move it likely will. Again, you should speak with your Engineer about this."

- 6.4 In my opinion, the Builder has essentially dismissed the Owners' concerns despite the priority and scope of work to address the water penetration having been developed and articulated by the Builder. There is no evidence to indicate that the Engineer gave any specific advice about the methodology and extent of waterproofing repairs to the podium slab joint above the Basement Carpark.

7. THE BASIS OF THE OWNERS' CLAIM

- 7.1 In the covering letter from Pobi dated 18 June 2020, the basis of Owners' claim is articulated on page 3 which states in part ".....It appears that the waterproofing works have failed in their entirety and the basement is once again subject to water ingress from ground level, excessively so during periods of heavier and increased consistent volumes of rain.....I arranged for an inspection of the site to be undertaken by myself and senior qualified personnel from DanRae Group.....During the inspection, I took numerous photographs of the problem areas within the basement level and at ground level. Those photographs evidence the several failures of the contract works, including failure of joints, failed membraning and a drainage pan installed by the Contractor. I will provide a copy of those photos via email in due course once these claims have been assigned to a claims assessor. When comparison is made to the BWC Building Report, the scope of the contract works and the findings from the inspection it is clear that the contract works have failed and are defective for the purposes of a claim for breach of the statutory warranties contained in Section 18B of the Home Building Act 1989 (HBA)....."
- 7.2 As I have stated in paragraph 1.5 above, this Assessment Report is only concerned with the works undertaken in the first of two Contracts. On page 2 of their covering letter, Pobi state that "The Contractor undertook (or allegedly undertook) the works detailed in the two contracts. Those works were the result of a Building Report prepared by the Contractor (attached). The primary focus and purpose of the works was to address water ingress and failed waterproofing within the scheme at the ground level, which was damaging the building slab and causing flooding of the basement car park level. Those works appear to have ultimately failed....."
- 7.3 In the second of the two Contracts, the Builder was required to, among other things, construct an inverted reinforced concrete beam on the top surface of the eastern half of the podium slab. It has not been confirmed in any of the documents provided to me that this work was actually carried. This is because there are no records of this work having been done and nor have any issues been raised specifically associated with this work by the Owners. I have therefore, not considered these works in in my assessment of the Owners' claim but I have mentioned in the proposed scope of remedial work the possible existence of the new inverted concrete beam.

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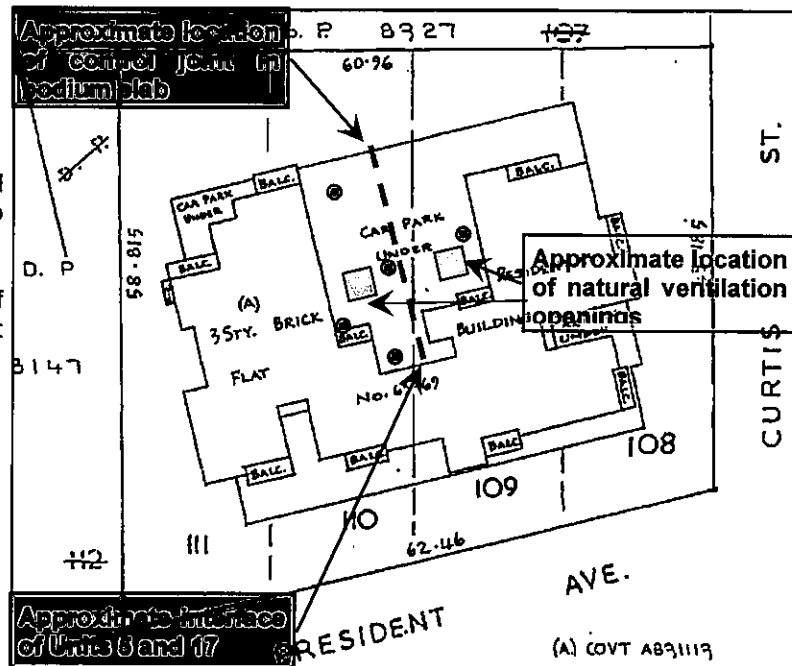
Part 2 – Building Defects

Part 2 – Building Defects			
Item No	Description of Loss Claimed	Location	Date 1 st noticed by Claimant
1	<u>Pobi Lawyers Covering Letter Dated 18 June 2020</u>	Basement Garage and Central Courtyard	6 September 2016
Cross Ref:	I attach completed Claim Forms in respect of HBCF15025025 and NSWSHCHWIW / 200166.		
	The claims arise as a result of a failure of the works carried out by the Contractor. It appears that the waterproofing works have failed in their entirety and the basement is once again subject to water ingress from ground level, excessively so during periods of heavier and increased consistent volumes of rain.		
Defective <input checked="" type="checkbox"/> Non-Completion <input type="checkbox"/> Major <input checked="" type="checkbox"/> Minor <input type="checkbox"/>			
Common Property <input checked="" type="checkbox"/> Lot Property <input type="checkbox"/> Additional Item <input type="checkbox"/>			

Observation

Upon arrival, I was directed to the central courtyard via a graded pathway along the northern boundary that rises from street level to the courtyard which is at Ground Floor level. As I stated in my brief description of the Building, it is a residential unit complex consisting of thirty (30) units in two by three storey buildings joined at a central common wall built over a partial subterranean basement carpark. The Building is "U" shaped with a large open soft landscaped area filling the central "U" area. Apart from one mature tree outside the footprint of the central courtyard, which overlays and coincides with the northern part of the Basement Carpark, the landscaped area is flat and poorly turfed, with various patches of soil evident. There are two small roof enclosures in the south eastern and south western quadrants of the central courtyard that provide natural ventilation to the Basement Carpark.

Looking from the northern bounding wall of the central courtyard and the Basement Carpark, the location of the meeting face of the eastern and western halves of podium slab is reasonably evident because of a shallow depression that runs from the northern bounding wall of the central courtyard in a southerly direction up to the northern external wall of the Building, where the bounding walls of Units 5 and 17 interface with each other. I have marked this interface on the extract from the Registered Strata Plan at right. The blue circles are the approximate locations of reasonably shallow drainage pits but are not necessarily the same locations for penetrations through the basement slab for drainage outlets.



Commencing at the southern end of the courtyard, I observed that there is a 100 x 50 downpipe affixed to the northern wall of the Building which partially conceals a vertical articulation joint in the external brickwork. I observed that black expansion material inserted into the joint but which did not have the appearance of a flexible sealant. At the base of the wall, there was a smear of white sealant to the first full course above the ground and some plastic material sticking up out of the ground partially tucked in behind the downpipe. My inspection of the downpipe indicated that it had not been disturbed above ground level, which in my opinion would have been a necessity to properly access the southern end of the interface between the two halves of the podium slab. In fact, I observed

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that many of the downpipes had cracked and missing sections of the riser pipe at their bases near ground level, which has the inevitable consequence of allowing water to escape from the stormwater system and impose greater loads on the podium slab than would otherwise occur if they were in good order. Typically, the damage to the riser pipes was associated with impact damage and repeated use of brush cutters / lawn trimmers over a lengthy period.

Towards the extreme northern end of the courtyard, I excavated by hand and removed the turf and soil to expose the junction of the two halves of the podium slab. The depth of excavation was quite shallow at approximately 200mm before I exposed the top of the podium slab directly over the joint. I observed that the joint had an approximate width of 20mm and that both sides of the slab had hobs cast to each side of the joint approximately 90mm wide x 50mm high at the very end and then dropping down to approximately 200mm high as I excavated further south.

At the extreme end, I observed an unidentifiable white film which appeared to have been applied directly over an underlying black film. Using my fingers, I was easily able to peel the black film off the underlying top surface of the concrete podium slab. This indicated to me that the original black membrane may not have been properly and fully removed before the white membrane was applied, which in turn would lead to advanced failure due to lack of compatibility and bond or adhesion.

As I cleaned away more of the soil, I observed that the joint between the two slabs was not sealed. I immediately observed and was able to draw out of the joint a 20mm diameter foam backing rod.

At mid length of the joint, I excavated the soil and again, exposed the top surface of the concrete hobs to each side of the slabs. Once again, the depth of the hobs was approximately 200mm. I observed that the hobs were overlain with a thin sheet of black plastic normally used as a vapour barrier to the underside of a slab on ground. I peeled the plastic sheet away and observed that the white film has completely emulsified into a soft paste, indicating that it was not compatible or suitable for this use, that it had never properly cured, and that it had been exposed to long term moisture.

I descended into the Basement Carpark and observed that segments of a metal catch tray had been installed directly against the soffit of the podium slab straddling both halves between structural steel beams straddling from one side to the other of one bay of the Basement Carpark. At the northern end, the catch tray was terminated approximately 1000mm away from the northern Basement Wall because of the last structural steel beam. A separate segment to cater for this last part of the joint had been omitted. There was extensive dampness and soluble salt staining along the soffit of the slab to both sides of the metal catch tray.

The segments of catch tray had been fitted with outlet nozzles at one end and then connected to a 50mm diameter uPVC drain pipe suspended from the soffit of the slab. As was conveyed in the photographs included in the Owners Questions / Concerns regarding recent waterproofing works, a couple of sections of these 50mm drain pipes were attached to the nearest concrete column and allowed to discharge water onto the floor slab of the Basement Carpark. It is not clear how, why or who installed the metal catch trays as these are not mentioned in any of the scopes of work the subject of the contract works.

At the extreme northern end, however, the 50mm pipe was merely penetrated through the northern reinforced concrete block wall and allowed to discharge any water directly into the soil profile on the retaining side of the wall. The significant dampness around the pipe indicated that it was not connected to the stormwater system.

The number of drainage outlets penetrating the podium slab were substantial although it was not definitive to establish which ones were servicing downpipes as opposed to those serving general drainage to the courtyard area. Notwithstanding, I have allowed for up to five penetrations to be locally addressed as part of the remedial scope of works on the basis of the number of drainage pits I observed on the surface of the courtyard lawn, as well as the probability that the Builder's Contract Price allowed, by calculation and deduction, for up to five outlets.

From my limited exploratory works and observations as well as those recorded in the Diagnostech Report, it is my opinion that the Builder deviated significantly from the scope of works that defined to Priority 1 in their Quotation No B05/BCS/1090 dated 17 May 2013. A comparison of what was allowed in the scope and what was observed is set out in the table below:

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Builder's Scope	Igentia's (and Diagnostech's) Observations
<i>Plot the joints to receive attention. Measure approximately 750 mm either side of the joint locations.</i>	There is no indication that the Builder excavated and exposed the top surface of the podium slab approximately 750mm to each side of the joint, or an overall width of 1500mm. At best, they exposed the joint at the top of the hobs and perhaps down the vertical faces of the hobs.
<i>Excavate the resulting 1500 mm strip to expose the bare structural substrate concrete (and edges of the old existing membrane).</i>	
<i>In doing so, expose the offending joint(s).</i>	
<i>Grind back all freshly exposed concrete to a flush surface finish however leave 200 mm of the old existing membrane (if it exists) at either edge of the excavated trench.</i>	From the limited exposure, any surface grinding of the concrete was minimal. Furthermore, there is evidence of a potentially older black membrane still in place below the new white membrane indicating inadequate and incomplete preparation.
<i>Mechanically rake out and clean out the freshly exposed joints.</i>	It is not possible to determine how and how effectively this was done.
<i>Prime the joint surfaces using a suitable (compatible) epoxy Primer.</i>	The application, suitability, compatibility and successful adhesion of any primer is questionable given the poor adhesion of the layers of membrane and the emulsified condition in which the membrane was found.
<i>Install a suitable (compatible) construction grade thixotropic polyurethane sealant into the joints (full depth where possible).</i>	There was no indication of any sealant applied to the joint at the extreme northern end.
<i>Apply SG adhesive over the joint location (200 mm wide application, distributed centrally over the joint).</i>	There is no indication that the Sikadur-Combiflex SG System was used at all. Instead, a liquid type membrane has been applied which has exhibited failure.
<i>Install a 200 mm wide Combiflex SG concrete jointing tape system into the adhesive.</i>	
<i>Install (bond to the substrate) one full layer of flexible synthetic rubber sheet membrane (1500 mm wide) over all previous installations (SG jointing and jointing tape). Fuse the outer 200 mm of the new rubber sheet membrane to the old existing membrane (if an existing membrane does exist across this concrete slab).</i>	
<i>Install a protection board, Geo Filter Fabric and a drainage cell layer.</i>	There is no evidence of any protection board, geotextile fabric, or drainage cell layers applied over the area of work – just a sheet of thin black plastic.
<i>Reinstall soil and turf.</i>	This was done poorly given the presence of depressions to the surface of the ground.

In my opinion, the Builder has not delivered the defined scope that formed the works under the Contract. Furthermore, the Builder has merely dismissed and deflected the Owners' concerns about the recurrence of water penetration through the joint to the podium slab on the basis that they did not accede to a full waterproofing treatment to the whole of the accessible surface area of the podium slab.

In this regard, it is my opinion that had the Builder delivered the defined scope that formed the works under the Contract with due care and skill, the penetration of moisture through the joint to the podium slab would have been substantially arrested. The manner in which the work was observed to have been done indicates a lack of competence understanding and skill on the part of the persons who carried out the work, and a general lack of supervision, hold points and testing on the part of the Builder.

More importantly, by departing from their own scope, the Builder has placed the Owners in a similar condition in which they found themselves prior to the works being carried out.

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Cause of Loss

The Builder has failed to deliver the defined scope that formed the works under the Contract to prevent ongoing water penetration through the joint in the podium slab into the Basement Carpark. In doing so, the Builder has not complied with the Building Code of Australia 2015 Volume 1 Section F Health and Amenity Part F1 Damp and Weatherproofing Performance Requirement No's FP1.4 and FP1.5 which state respectively:

[FP1.4] A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and
- (b) undue dampness or deterioration of building elements.

[FP1.5] Moisture from the ground must be prevented from causing—

- (a) undue dampness or deterioration of building elements; and
- (b) unhealthy or dangerous conditions, or loss of amenity for occupants.

Whilst both of these Performance Requirements permit an exemption to a Class 7 building where there is no necessity for compliance, this exemption does not apply in this case because it was a specific requirement of the scope of works under the Contract to arrest the ongoing penetration of water into the Basement Carpark.

“Major Defects” are determined based on a two-step test. For a defect to be considered as a “Major Defect”, it must meet the criteria of both the first step and the second step.

The first step is to determine whether the defect is in a major element of the building. The definition of **“major element”** of a building is given in the NSW **Home Building Act 1989** Section 18E, and means:

- (a) *“an internal or external load-bearing component of a building that is essential to the stability of the building, or any part of it (including but not limited to foundations and footings, floors, walls, roofs, columns and beams), or*
- (b) *a fire safety system, or*
- (c) *waterproofing, or*
- (d) *any other element that is prescribed by the regulations as a major element of a building. A major element is a fire safety system, waterproofing or something essential to the building’s stability or structure such as foundations, footings, walls, roofs, beams or columns.”*

The second step considers the defect’s potential consequences. This includes whether:

- (a) *“a defect in a major element of a building that is attributable to defective design, defective or faulty workmanship, defective materials, or a failure to comply with the structural performance requirements of the National Construction Code (or any combination of these), and that causes, or is likely to cause:*
 - (i) *the inability to inhabit or use the building (or part of the building) for its intended purpose, or*
 - (ii) *the destruction of the building or any part of the building, or*
 - (iii) *a threat of collapse of the building or any part of the building, or*
- (b) *a defect of a kind that is prescribed by the regulations as a major defect.”*

As stated above, it was a specific requirement of the scope of works under the Contract to arrest the ongoing penetration of water into the Basement Carpark through the implementation of a waterproofing treatment.

On this basis, the waterproofing is, by default, a major element of the building. Accordingly, the first step is satisfied.

The fact that the water entering the Basement Garage has created unhealthy and dangerous conditions, and loss of amenity for the occupants is analogous to the defect in the major element causing, and further likely to cause, the inability to inhabit or use the Basement Garage – or at least parts of it – for its intended purpose. It follows that the second step is satisfied.

In summary, the penetration of water into and inundation of the Basement Garage constitutes a major defect.

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Proposed Scope of Works

1. Gain access to the Basement Carpark.
2. Carefully dismantle and set aside (for possible reinstatement) the metal catch trays and 50mm uPVC drainage pipework.
3. Extract the 50mm uPVC drainage pipe from the northern reinforced core filled concrete block wall to the Basement Carpark. Clean the penetration and then insert a plug as close to the external retaining side of the wall as possible but to a minimum of 75% of the thickness of the wall. Then fill the penetration with a suitable repair mortar ensuring that it is thoroughly worked and compacted into the penetration to finish flush with the internal surface of the wall in a smooth and even manner. Sponge and clean any repair mortar staining from the internal surface of the wall.
4. Gain access to the Central Courtyard.
5. Temporarily disconnect the lower section of the downpipe against the northern external face brick wall of the Building (where Units 5 and 17 interface) and divert the disposal of stormwater to an alternate location to allow reasonable access to the podium slab at this location.
6. Locate and mark the two extreme ends of the joint in the podium slab from the northern external face brick wall of the Building through to the northern reinforced core filled concrete block wall to the Basement Carpark.
7. Excavate the turf and soil to a minimum width of 750mm each side of the joint (1500mm in total width) down to the surface of the suspended reinforced concrete podium slab for the full length of the courtyard. Note that exploratory works indicate there may be an existing hob constructed to each slab to form the interface of the joint approximately 90mm wide x 200mm in depth.
8. At the northern end, locally extract any masonry units from the northern bounding wall to allow the proposed remedial work to extend to the external face of the bounding wall.
9. At the southern end, locally extract sufficient masonry units from the lowest two to three courses to expose the Ground Floor slab and enable termination of the proposed remedial work to extend into the cavity wall system sufficiently to prevent any bypassing of moisture beyond the extremes of the proposed remedial work to the joint.
10. Engage a suitably qualified contractor to carry out a survey scan of the surface of the exposed slab to locate and mark any concealed services and if possible, reinforcing bars including depth of cover.
11. Carefully mark a straight line a minimum of 500mm from the centre line of the joint on the surface of each side of podium slab then cut a straight line reglet to a minimum depth of 20mm into the slabs. Protect the remaining membrane treatment (if any) to the exposed surface of the slabs beyond this line from any damage.
12. Using abrasive means, grind the vertical and horizontal surfaces of the slabs and hobs to the full length and profile of the area between the two reglets to leave a reasonably smooth and even finish to the podium slab free of any nodes and protuberances, cement laitance, old surface treatments or coatings. Also round / chamfer the outer edges of the hob to remove any sharp edges and corners.
13. If any existing reinforcing steel is exposed, allow to clean the corrosion to a minimum of 50mm beyond the end of any corrosion and treat with a suitable and compatible anti-corrosive treatment in accordance with the manufacturer's product use requirements. The fill any depressions with a suitable and compatible external grade repair mortar to match the plane of the surrounding surfaces in accordance with the manufacturer's product use requirements.
14. Similarly, if any boney or honeycombed concrete is exposed, allow to locally break out any loose particles and then treat and fill with a suitable and compatible external grade repair mortar to match the plane of the surrounding surfaces in accordance with the manufacturer's product use requirements.
15. Thoroughly extract any existing materials from the joint including but not limited to old sealant, backing rod, packing and the like and flush as clean as practicable with compressed air and high pressure water taking care to limit any water landing on and saturating the external surfaces of the hobs and slabs.
16. Thoroughly extract all loose or friable particles and any other contaminants from the exposed concrete surfaces using high powered vacuum suction. The thoroughly wipe the surfaces with a damp cloth free of any solvent or other cleaning agent.

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17. In consultation with a reputable and accredited manufacturer, select and supply and install a suitable and compatible external grade post applied fully bonded sheet membrane waterproofing system incorporating an equally suitable and compatible external grade joint sealing system with capabilities for anticipated movement, strictly in accordance with the manufacturer's product use requirements. Particular attention must be paid to detailing at junctions, termination locations, avoiding condensation and the temperature of the substrate being at the minimum above the dew point, protection from mechanical damage and the like. The membrane is to extend into the wall cavity at the southern end to ensure that no moisture in the cavity can migrate beyond and under the membrane system, and at the northern end to be terminated at a minimum 200mm down the external face of the bounding wall.
18. Allow to expose up to five (5) drainage penetrations in the podium slab within the central courtyard area to a minimum 600 x 600mm around each penetration. Carry out the same marking procedure and cutting in of the reglet to a minimum of 300mm from the centre of the outlet / penetration. Then supply and install a similar waterproofing membrane system described above strictly in accordance with the manufacturer's product use requirements.
19. Install temporary (sacrificial) containment angles to the extreme edges of the newly applied membrane and then flood test for a minimum period of 48 hours.
20. Supply and install a suitable, durable and inert protection medium over the whole surface area of the newly applied membrane system. Then supply and install a minimum 20mm thick drainage cell layer over the protection medium and then encapsulate with a suitable geotextile fabric ensuring that it is neatly dressed and folded around and underneath the outer edge of the drainage cells to avoid any blockage.
21. Reinstate the soil and lightly compact in 100mm layers allowing for future settlement.
22. Supply and install up to 40m² of turf to match existing ensuring that it is rolled neatly and evenly and watered.
23. Provide the Owners with a comprehensive Handover Package including all data on the relevant products and systems used, certification of the compliant application and installation, and instructions for their ongoing maintenance obligations.
24. In consultation with the Owners, determine whether the catch trays and drainage are to be reinstated. If not, allow to dispose of responsibly in accordance with environmental waste management policies and guidelines.

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Photograph No 1 – General view of the central courtyard looking south



Photograph No 2 – General view of the central courtyard looking south but closer to the northern external wall. The bare patch of earth to the left is the approximate location of the joint to the podium slab.



Photograph No 3 – View of the undisturbed downpipe and articulation joint at the southern end of the joint



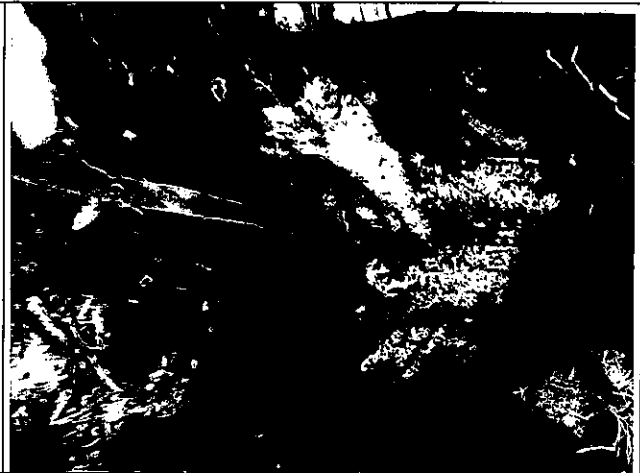
Photograph No 4 – General view of the exposed joint at the northern end showing the original black membrane with the newer white membrane over and the backing rod sticking out of the ground

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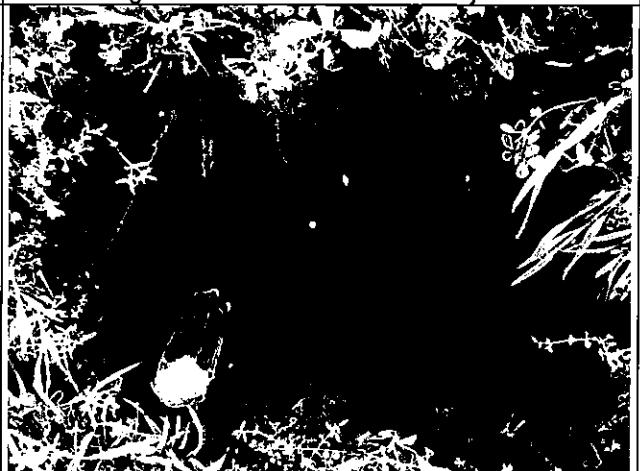
Photograph No 5 – View of the membrane being pulled off the substrate



Photograph No 6 – View of the backing rod being pulled out showing an absence of sealant to the joint



Photograph No 7 – View of the deeper hob to the western half of the podium slab just inside the northern end of the bounding wall



Photograph No 8 – View of the deeper hob to the eastern half of the podium slab at the approximate mid-point along the length of the joint



Photograph No 9 – View of the emulsified membrane at the mid-point of the joint under the black plastic sheet



Photograph No 10 – View of the omitted section of metal catch tray at the extreme northern end of the joint

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Photograph No 11 – View of the metal catch tray beneath the joint looking north with the visible dampness and soluble salt staining to the slab soffit



Photograph No 12 – View of the metal catch tray beneath the joint looking west with the visible dampness and soluble salt staining to the slab soffit

Assessment Report

Claimant:	The Owners – Strata Plan 17885
Claim Number:	HBCF-CL-004404 & 004405
Assessor Ref:	20210807
Date of Report:	21 March 2021
Page:	25 of 28

TERMS AND CONDITIONS OF THIS REPORT

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This Report has been prepared on the basis of the information made available as at the date of the Report. Igentia Pty Ltd reserves the right to amend the Report and the opinions expressed in light of any additional information that may be received.

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- (c) This report does not warrant that the work the subject of the report complies with any law, regulation, Building Code, Australian Standard, Manufacturer's Requirement, Technical Guideline, or other such instrument.
- (d) This report does not certify the work or express any opinion on the supervision of the work.
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- (g) This report is not a warranty against problems developing with the building in the future.
- (h) This report does not include the identification of unauthorised building work and / or the use of materials.
- (i) This report assumes the use of the building the subject of this report will be in accordance with the classification approved by the Consent Authority.
- (j) This report does not deal with issues of title or ownership and matters concerning easements, covenants, restrictions, zoning certificates and all other law related matters.
- (k) This report is based on a point in time visual inspection only and does not cover or include areas where reasonable access is not available including height and safety factors, unrestrained pets, thick vegetation, small roof or crawl space, security systems, furniture and similar obstructions including finishes and other non – structural building elements, adverse weather conditions, unauthorised access to neighbouring properties; where the safety of the consultant is threatened; and latent defects not apparent upon visual inspection.
- (l) Unless noted otherwise, this report does not include any exploratory, invasive or investigative work or commissioning of services, plant and equipment.

Assessment Report

Claimant: The Owners – Strata Plan 17885
Claim Number: HBCF-CL-004404 & 004405
Assessor Ref: 20210807
Date of Report: 21 March 2021
Page: 26 of 28

- (m) This report does not cover or include areas beyond the expertise of the consultant other than recommending the engagement and further investigation by appropriately qualified personnel.
- (n) This report specifically excludes issues associated directly or indirectly with termite and pest identification, treatment and management.
- (o) This report does not address matters or areas arising from non – disclosure or withholding of information and / or documentation by the parties that might be considered relevant.
- (p) This report is a general building defect report only and does not include commentary on defects in relation to structural engineering, passive and non passive fire protection, sound and noise transfer between units, hydraulic engineering, building services, I systems, landscaping, etc. If the nominated Party for whom this Report has been prepared has any concerns about these other disciplines, it is recommended that the nominated Party seek independent advice from suitably qualified and registered practitioners in these disciplines.

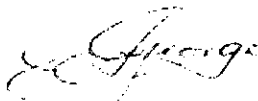
NATIONAL PRIVACY PRINCIPLES

All personal and / or sensitive information has been collected, used and stored in accordance with National Privacy Principles.

DECLARATION

I confirm that I have read and agree to be bound by the **Uniform Civil Procedure Rules 2005 - SCHEDULE 7 – EXPERT WITNESS CODE OF CONDUCT**, or the equivalent in the applicable jurisdiction.

I declare that I have made all enquiries which I believe are desirable and appropriate and that no matters of significance which I regard as relevant have, to my knowledge, been withheld.



JOHN GEORGE (DIRECTOR)
IGENTIA PTY LTD



6/7/2018

Project No: 1390.201711
Letter No: 21145

Attention: Owners Corporation – Strata Plan 17885
C/- Melanie Harding
BCS Strata Management Pty Ltd
Suite 17, 19-21 Central Road
Miranda NSW 2228

Dear Melanie,

RE: 63-69 PRESIDENT AVENUE, CARINGBAH
CAR PARK WATERPROOFING FAILURE
PEER REVIEW AND INSPECTION REPORT

In accordance with our accepted fee proposal ref. 18752, we have conducted a peer review of provided documentation and have conducted site investigations into the reported failed waterproofing works affecting the basement carpark at the abovementioned property, and we are pleased to offer this report of our findings and recommendations.

Introduction and History

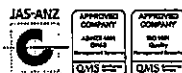
The primary subject of this report pertains to water penetration which occurs through a construction joint in the carpark roof slab. The carpark roof slab also acts as a structural transfer slab for the unit building above and the subject construction joint runs through the slab in a North-south direction and is mostly covered by soil and grass in the central podium area.

It is understood that leaks through the construction joint have been ongoing for many years and based on our review of provided documentation we note the following relevant history and chronology of events:

- The Owners commissioned a "Building Report" which was prepared by Building and Waterproofing Consultancy Services Pty Ltd – dated 7th of September 2012;
- The Owners accepted advice from the Building Report and then obtained a quotation on the 17th of May 2013 for recommended remedial waterproofing works from BWC & Associates Building Professionals Pty Ltd;
- The quotation was updated via email on the 17th of December 2014, and a contract was entered into with BWC & Associates Building Professionals Pty Ltd on the 18th of May 2015 to carry out the works set out in the first quotation for a sum of \$39,100.60. This included the remedial waterproofing works to the aforementioned construction joint as set out in the first quotation ref. B05/BCS/1090 dated 17th May 2013.
- A second quotation was obtained from BWC & Associates Building Professionals Pty Ltd on the 4th of September 2015 for concrete spalling and balcony waterproofing works;

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Remedial Building Consultants

Sydney
Level 5, 35 Chondos Street, St Leonards, NSW 2015
P: +61 (0) 8906 3115 F: +61 (0) 9505 4115
Website: www.diagnostech.com.au



- A third quotation was obtained from BWC & Associates Building Professionals Pty Ltd on the 12th of October 2015 for structural repairs to be carried out in accordance with a design by Clark Engineering dated 6th of September 2015;
- The Owners then entered into a contract with BWC & Associates Building Professionals Pty Ltd on the 13th of November 2015 to carry out the works set out in the second and third quotations for a sum of \$96,602;

This report concentrates on the recommendations made by Building and Waterproofing Consultancy Services Pty Ltd and the remedial waterproofing works that were subsequently carried out by the related entity BWC & Associates Building Professionals Pty Ltd in relation to the waterproofing of the construction joint and associated construction elements.

We have not conducted an in-depth structural review of the works carried out to the design of Clark Engineering, however it is noted that BWC & Associates Building Professionals Pty Ltd are responsible for all of the works, be it the structural and waterproofing components of the project which were ultimately supposed to reinstate structural stability to the carpark joint and prevent water ingress into the car park level of the property.

Note 1: we understand that Building and Waterproofing Consultancy Services Pty Ltd and BWC & Associates Building Professionals Pty Ltd are separate companies however are related in so far as they share the same Director Mr David Zihni and both the reports and quotations are authored by Mr Zihni. From this we plan that one company provides consultancy services and the other provides a contracting service.

Note 2: we have observed that the second building contract entered into with BWC & Associates includes a Dispute Resolution clause and in Schedule 2 of that contract the author of this report, Dennis Stephenson, has been nominated to be referred to for the first dispute resolution method being mediation. The author of this report was not aware of this nomination.

Site Investigations

In addition to reviewing the provided documentation, we have conducted some investigations at the site which included the localised removal of soil to expose the offending construction joint and we conducted some controlled water tests of the joint to determine with certainty the source of the carpark water entry. These investigations were conducted by Dennis Stephenson with the assistance of Terry Young from Harbourside Plumbing Services on the 6th of March 2018 during dry weather conditions.

Observations and Findings

The enclosed photographs 01-25 provide a running chronology of our investigations and test results. These can be summarised as follows:

1. We carefully excavated soil to expose the shallow depth of the beam and construction joint. This first inspection location was selected at the point where the new waterproofing works intersects with the building wall at the southern end. This is a critical waterproofing detailing and termination point.
2. The top of the construction joint was found to be covered with a light gauge black plastic only. There was no evidence of the protection board, geotextile fabric and drainage cell that was quoted for by BWC.
3. Localised removal of the plastic revealed that the joint had been waterproofed with a liquid applied membrane coating which appeared to be of an acrylic variety overlying sealant in the joint. This is in stark contrast to the quoted waterproofing system which was meant to include a flexible Hypalon tape system known as the 'CombiFlex System'

Diagnostech Pty Ltd
Remedial Building Consultants

2 of 17



as manufactured by Sika, it was also meant to be overlaid with a further 1600mm wide synthetic rubber sheet membrane system. These products have never been installed and a cheaper inadequate and poorly selected liquid acrylic membrane product has been installed instead.

4. We observed that the joint waterproofing was poorly detailed and improperly terminated at the building wall. There was an area of the concrete beam that had not been coated where a downpipe was obviously in the way, and there had been no attempt to properly overflash the membrane turn up to the wall or to detail the membrane into the wall cavity. This is in contrast to the recommendations offered in the "Building Report" which was prepared by Building and Waterproofing Consultancy Services Pty Ltd which discussed the need to ensure that the joint waterproofing system was only to be done in conjunction with the wall jointing.
5. We opened a second inspection hole through the soil to expose the same joint approximately mid-way along the length of the joint. The same details were observed.
6. At both inspection locations we observed that the liquid applied acrylic membrane coating remained uncured and wet enough to come off with the lifting of the plastic. This could be because it was covered over prematurely or it has re-emulsified due to being in a constantly saturated and immersed environment noting that this variety of waterproofing product is not commonly recognised as being suitable for this type of immersed application.
7. We noted that the carpark slab soffit and carpark floor areas directly adjacent and beneath the construction joint were dry prior to commencing our water testing.
8. Our water testing consisted of simply running water into the two inspection openings. The results were almost immediate with water running through the construction joint within approximately one minute of the test commencing.
9. Leaks were clearly obvious with water entry occurring at multiple locations along the joint, leaking at various drain pipe penetrations, and also leaking through the previously installed catch trays.
10. With water free flowing into the carpark we terminated our testing after approximately 30 minutes.
11. The conclusive test results demonstrate that the recent re-waterproofing of the construction joint has failed and water is able to readily bypass the new membrane coating and joint sealant. Water is also bypassing the new waterproofing around the various pipe penetrations.

Conclusions

Having read the "Building Report" which was prepared by Building and Waterproofing Consultancy Services Pty Ltd in 2012, we note that the exact same symptoms exist today despite the Owners Corporation engaging the related company BWC & Associates Building Professionals Pty Ltd to carry out the recommended remedial waterproofing works.

It is clear that BWC & Associates Building Professionals Pty Ltd has not followed its own recommended remedial waterproofing recommendations and scope and has applied an inferior product selection and has failed to install the recommended protection and drainage provisions.

Having read the report from Building and Waterproofing Consultancy Services Pty Ltd and the quotation from BWC & Associates Building Professionals Pty Ltd, I am of the opinion that the

remedial waterproofing works would have been successful if only those recommendations were properly followed and carried out.

The Owners Corporation have not been provided what was quoted for and have been provided an inferior and poorly executed alternative.

Next Steps

We consider that there are two broad options available to the Owners Corporation going forward:

- a) Request that BWC & Associates Building Professionals Pty Ltd return to site to carry out the joint re-waterproofing works as per their quotation and at no additional cost to the Owners;
- b) Should that fail or should the contractor refuse to cooperate, we suggest that the Owners Corporation would have strong grounds for a successful claim against the statutory warranties owed to them under the Home Building Act, and the Owners should seek legal advice as to the most appropriate course of legal action and claim pursuit strategy. It is noted that the works are also covered by the mandatory Home Building Compensation Fund (HBCF) Insurance for which the Owners have a Statement of Cover in their possession. The Owners are advised to alert the Insurer to a potential claim as soon as possible in order to preserve the Owners rights to make a claim if need be.

We hope this report is of assistance and remain available to assist further with overseeing the defect rectification works on behalf of the Owners Corporation if required.

Yours sincerely,
Diagnostech Pty Ltd

Dennis Stephenson
(Managing Director)

Building Professionals Board no. BP25503
Builders Licence 1797042
Qualified Supervisor Licence 453058
Waterproofing Licence 179143C
Member - Australian Institute of Waterproofing
Consultant - Australasian Concrete Repair Association
Accredited Consultant - Master Builders Association
Consultant - Australasian Corrosion Association
Associate Member - Property Industry Foundation
Corporate Supplier Chapter - State Community Association
Associate Member - Property Council of Australia

Enclosed: Photographs 01-28

09/05/2019

Project Ref: 1390.201711
Letter No: 21660

Attention: Owners Corporation – Strata Plan 17885
C/- Melanie Harding
BCS Strata Management Pty Ltd
Suite 17, 19-21 Central Road
Miranda NSW 2228

Dear Melanie,

**RE: 63-69 PRESIDENT AVENUE, CARINGBAH
BUILDING CONDITION AUDIT REPORT**

In accordance with your instruction and work order (No. 852195) and our fee proposal (Ref. 21454), Diagnostech have attended the above-mentioned property to conduct a visual inspection of the building.

The inspection was carried out by Dennis Stephenson on the 11th of April 2019. Our inspection consisted of a visual survey around the building from accessible areas and from ground level. Please note, that no intrusive investigations were undertaken during our inspection to verify the materials and construction details behind surfaces.

The weather was generally dry leading up to and at the time of our inspection.

For the purpose of this report, we have referred to the front of the building facing President Avenue as the Southern Elevation with all directional reference to this elevation.

Building Description

The building located at 63-69 President Avenue, Caringbah is a residential unit building complex consisting three storeys of residential units over a lower ground basement carpark.

The building is constructed using a combination of reinforced concrete slab, beams and columns with double-skin of masonry forming the cavity brick façade.

The façade is clad with heavy textured cream extruded clay bricks typical to many similar buildings constructed in its era.

The balcony slab edges have been rendered and painted and the masonry balustrades have decorative grille/fretwork within openings.

Aluminium sliding glass doors and windows provide light and ventilation to the building.

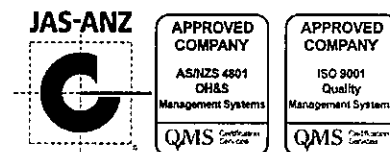
Terracotta tiles service the pitched roofs of the building.

There are no reports of water leaks from the top floor units to suggest there are active roof leaks.

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Inspection Findings and Recommendations

Please refer to Appendix A – Photographic Schedule for a record of our inspection including identified defects and notable conditions.

1. Façade Defects

1.1 Minor Balcony Separation

We observed a number of minor separation (<5mm wide) between the brick balustrade return walls and the building walls. **(Photographs 1-2)**

The separation is likely caused by minor outward rotation of the cantilevered balcony slabs due to concrete creep, deflection and age of the building.

Recommendations (Monitor Only)

They are insignificant (and may have been like this for many years) and we recommend they can simply be monitored and reported to Strata if the separation becomes more prominent.

1.2 Concrete Spalling to Slab Edges

We observed a number of cracks and drummy render to the balcony concrete slab edges which we believe is caused by concrete spalling whereby the reinforcement in the slab has corroded (causing the steel to expand) resulting in detachment and spalling of the concrete and applied render. This defect is systemic throughout all elevations of the complex. **(Photographs 3-5)**

We also observed evidence of concrete spalling and missing concrete to the carpark podium slab edges (typically at the steel security fence openings) whereby concrete has cracked and delaminated from the substrate. **(Photographs 6-7)**

Recommendations (High to Medium Priority – 0-2 years)

We recommend the spalling concrete should be addressed in the short term to prevent further deterioration to the reinforcement and concrete which will only become more expensive to repair in the future if it is deferred for too long.

1.3 Diagonal Separation Crack to Balcony Balustrade

We observed a diagonal stepped crack to a 1st floor balcony on the north-eastern corner balcony next to the grille opening. **(Photographs 8)**

We believe this is due to minor deflection in the balcony slab which has caused the brickwork to crack at the weak spot next to the grille opening.

Recommendations (High to Medium Priority – 0-2 years)

We recommend the lower two courses of the brick wall next to the grille be locally reconstructed so that the wall is bonded to the slab.

2. Water Penetration

2.1 Water Ingress to Internal Common Area (Ground Floor) – (Monitor Only)

We note there is evidence of previous moisture ingress into the common area carpet next to

the entry doors behind previously replaced planter boxes. **(Photographs 9)**

We are of the understanding that the source of the moisture penetration has been addressed and we recommend the Owners continue to monitor these areas for any future active leaks.

2.2 Water Ingress to the Basement Carpark (Note Only)

We note that there are active leaks into the basement via the construction joint in the podium slab soffit (which has a continuous catch tray installed below). **(Photographs 10)** We have previously reported on this defect in 2018 (Report Ref: No.21145 dated 6/7/2018) and we believe the Owners Corporation is currently in the process of claiming against the statutory warranties owed to them under the Home Building Act.

It is recommended that the joint be properly waterproofed to prevent water ingress into the basement which is corroding the retrofitted steel beam reinforcement previously installed.

3. Miscellaneous Defects

3.1 Missing Fascia Trim to Carpark Exhaust (Optional)

We observed a missing fascia trim to the carpark exhaust roof. **(Photograph 11)** This is considered an aesthetic issue and it is not mandatory to replace it.

Consideration can be given to replacing the missing trim to match the general appearance.

3.2 Missing Balcony Balustrade Coping Tiles

We observed isolated instances where the coping tiles to the masonry balustrade have delaminated. **(Photographs 12-13)** We believe this only an isolated issue as this was only observed to one balcony and the coping on other balconies in the complex appeared in place.

Recommendations (High to Medium Priority 0-2 years)

We recommend a handyman can be engaged to attend the unit and replace the missing coping tiles. While the trades person is on-site, we recommend the rest of the coping tiles on that balcony be inspected to determine if more need to be resecured.

3.3 Downpipe Issue (High to Medium Priority 0-2 years)

We observed a number of detached downpipe straps (astragals) to the downpipes. **(Photographs 14)** We recommend new astragals and fixings be installed where missing to ensure the downpipes are properly secured.

We also observed an isolated instance where a downpipe connecting to the ground has been impact damaged and we recommend the section be replaced. **(Photograph 15)**

3.4 Leaking Stormwater Pipe (Basement)

We observed leaking overhead stormwater pipe in the basement which have been patched before with some sealant. **(Photograph 16)**

Recommendations (Medium to low priority 0-5 years)

We recommend the patched section be cut and be replaced with a new section and effective seal.

4. Compliance and Safety Issue

4.1 Broken door to Main Distribution Enclosure

The door to the mains power distribution board enclosure is dilapidated and broken from the hinges. **(Photograph 17)** We consider this to be a safety issue as small children playing in the area may enter the prohibited area and we recommend this be addressed immediately.

Recommendations (High to Medium Priority 0-1 years)

We recommend the broken door be replaced either 'like for like' or replace it with a non-corrosive aluminium/stainless steel door.

4.2 Balustrade Decorative Grille

We observed recently painted decorative grilles servicing the balustrade openings on all the balconies which we assumed to be original. **(Photograph 18)**

The configuration of the grille contains various horizontal elements which may facilitate climbing and would likely be considered non-compliant due to the inherent "climb-ability" issue. This is considered a safety issue (which is systemic) and should be addressed.

Recommendations (High to Medium Priority 0-2 years)

We recommend a simple solution to address the climb-ability issue is to install clear Acrylic Perspex sheets to the grille opening (on the internal face) to eliminate the issue.

Alternatively, the grilles will need to be replaced by a different grille system which would not facilitate climbing.

4.3 Security Screen Doors

We note that we observed security screen doors installed on some front entrance doors of units. These screen doors may not be compliant as they potentially restrict fire egress and hamper the Fire and Rescue services in the event of a fire emergency. **(Photograph 19)**

We note that we are not qualified Fire Engineers or experts in this field, and we recommend the Owners Corporation engage a suitable Fire Engineer to review if this item is compliant.

4.4 Stormwater Pit Grate (Basement) (High to Medium Priority 0-2)

We note that the stormwater pit in the basement is substantially deep, but no warning signs have been installed to advise tradesman of the total depth of the pit. This can potentially be a safety hazard. **(Photograph 20)**

We recommend consideration should be given to installing a warning sign advising of the total depth of the pit and identifying the space as a 'Confined Space'.

Diagnostech remain available to further assist the Owners in preparing specifications for the recommended remedial works on the building.

We trust that this report is of assistance, please do not hesitate to contact the undersigned if you require any clarifications.

Yours sincerely,
Diagnostech Pty Ltd



Dennis Stephenson
(Managing Director)

Building Professionals Board no. BPB2503
Builders Licence 179704C
Qualified Supervisor Licence 45305S
Waterproofing Licence 179142C
Member - Australian Institute of Waterproofing
Consultant - Australasian Concrete Repair Association
Accredited Consultant - Master Builders Association
Consultant - Australasian Corrosion Association
Associate Member - Property Industry Foundation
Corporate Supplier Chapter - Strata Community Association
Associate Member - Property Council of Australia

Enclosed: Appendix A - Photographs 01-20

Appendix A - Photographs



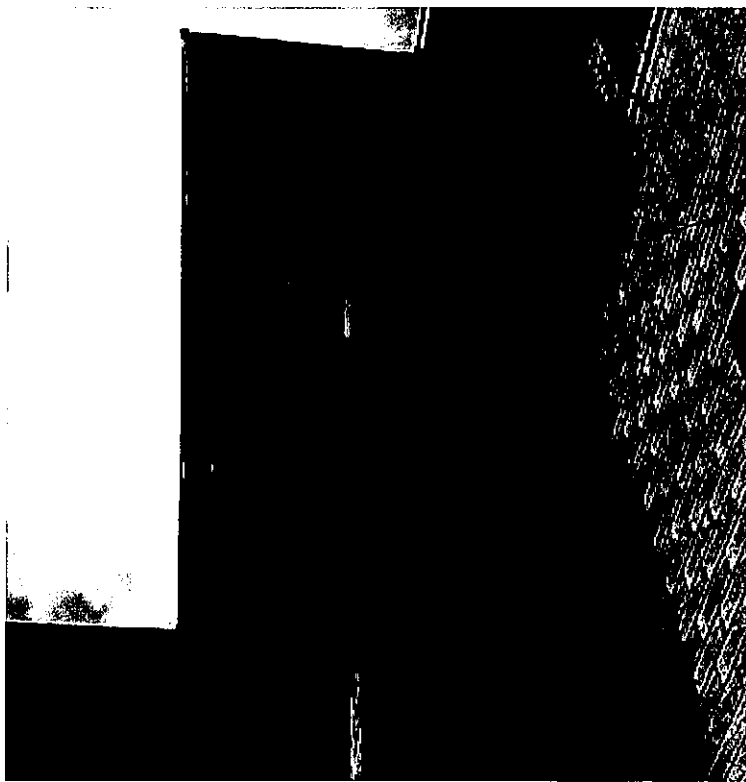
Photograph 1

Sample photographs of the balcony balustrade separation from the building wall.

This issue appears to be systemic throughout the building complex.

The separation is generally less than 5mm.

We recommend they can simply be monitored and reported to Strata Management if there is noticeable change in the separation.



Photograph 2

Sample photographs of the balcony balustrade separation from the building wall.

This issue appears to be systemic throughout the building complex.

The separation is generally less than 5mm in width (from the top).

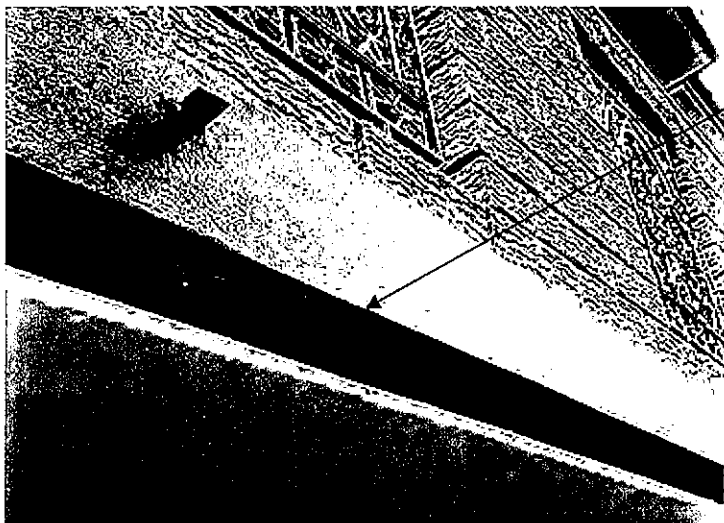
We recommend they can simply be monitored and reported to Strata Management if there is noticeable change in the separation.



Photograph 3

We observed evidence of cracking render to the recently painted balcony slab edges.

The cracking of the rendered balcony slab edges generally suggests potential concrete spalling behind (corrosion to the steel reinforcement).



Photograph 4

Evidence of cracking to the rendered balcony slab edges.

Most balconies display some degrees of cracking to the balcony slab edges which suggest potential concrete spalling (corroded reinforcement behind).



Photograph 5

Evidence of cracking to the rendered balcony slab edges.

Most balconies display some degrees of cracking to the balcony slab edges which suggest potential concrete spalling (corroded reinforcement behind).



Photograph 6

Cracked and delaminated concrete to the podium slab edge above ventilation opening.

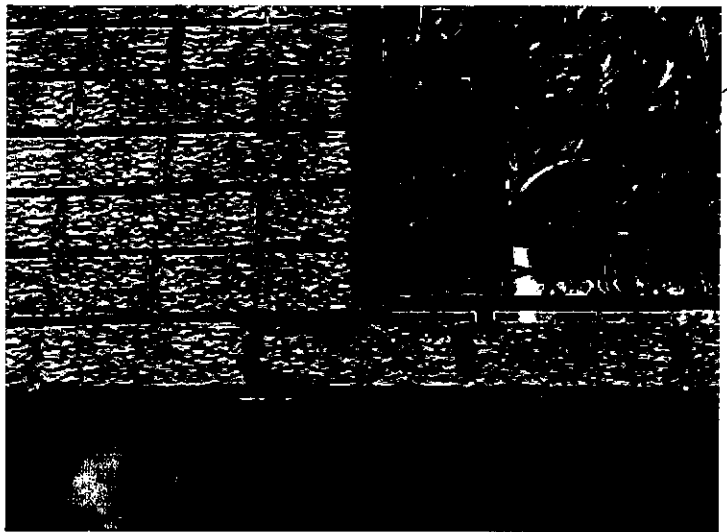
There is also exposed reinforcement which should be treated.



Photograph 7

We observed evidence of cracked and delaminated concrete above ventilation opening.

This is evidence of concrete spalling caused by corrosion of steel reinforcement.



Photograph 8

We observed evidence of separation cracking to the brick balustrade wall on the balcony on the 1st floor on the north-eastern corner of the complex.

This is likely caused by minor balcony deflection which has caused the brick work to separate.

This will need to be repaired.



Photograph 9

Evidence of moisture damaged carpets in the common area ground floor lobby.

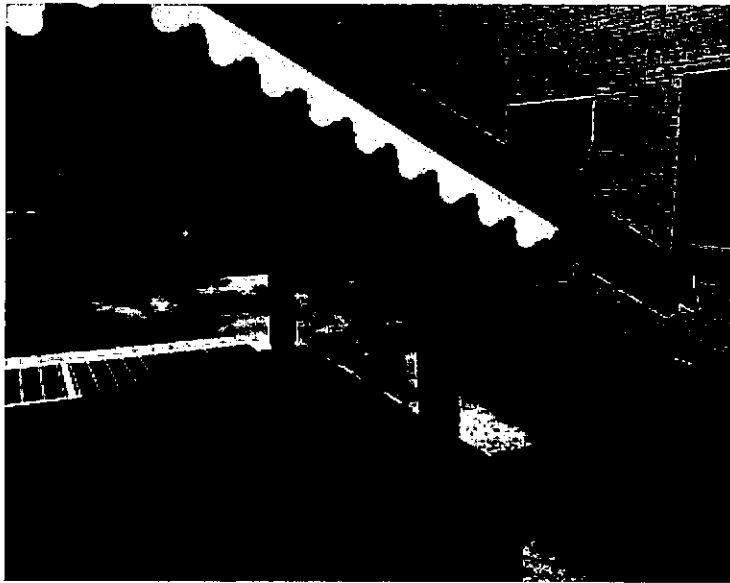
This area is behind the previously removed planter box and we recommend this area be monitored to determine if water ingress reoccurs.



Photograph 10

We note there is a catch tray installed along the construction joint in the podium slab to the carpark.

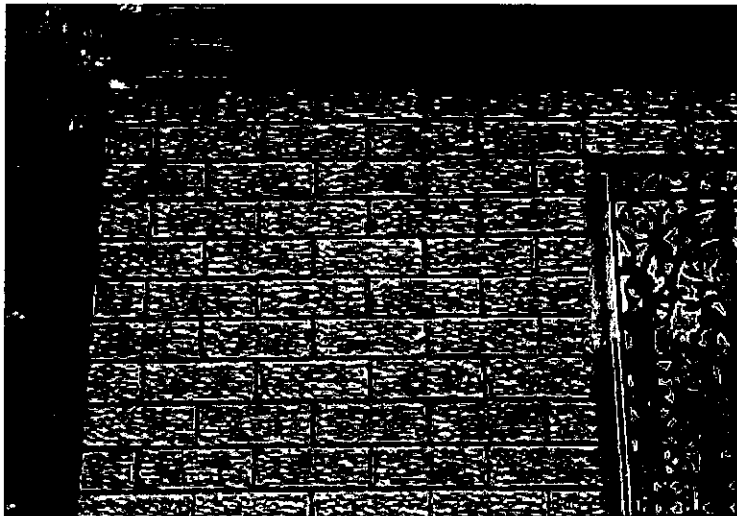
We have previously reported on this item and we believe the Owners are pursuing a claim to rectify this defect.



Photograph 11

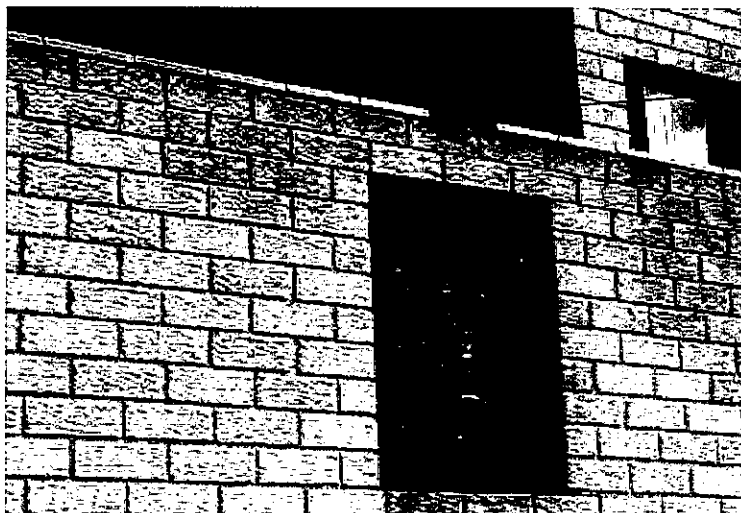
Evidence of missing fascia trim to the car park exhaust hood.

This is an aesthetic issue only.



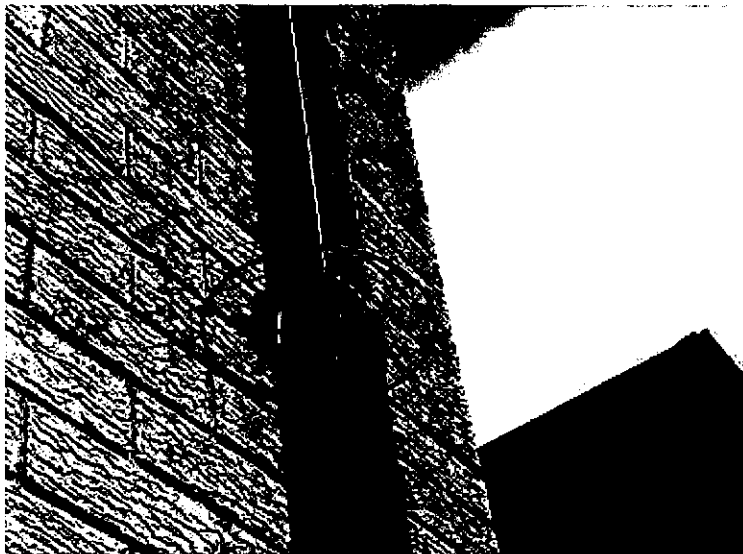
Photograph 12

Missing coping tiles on to the brick balustrade on an isolated 1st floor balcony on the south-eastern elevation.



Photograph 13

Missing coping tiles on to the brick balustrade on an isolated 1st floor balcony on the south-eastern elevation.



Photograph 14

We observed a number of instances where the astragal (brackets) have come loose.

We are unsure why they were detached as the downpipe looked relatively new but they'll need to be fixed back to the wall.



Photograph 15

Broken downpipe where it joins to underground plumbing.



Photograph 16

Patched overhead plumbing needs to be replaced with proper plumbing section



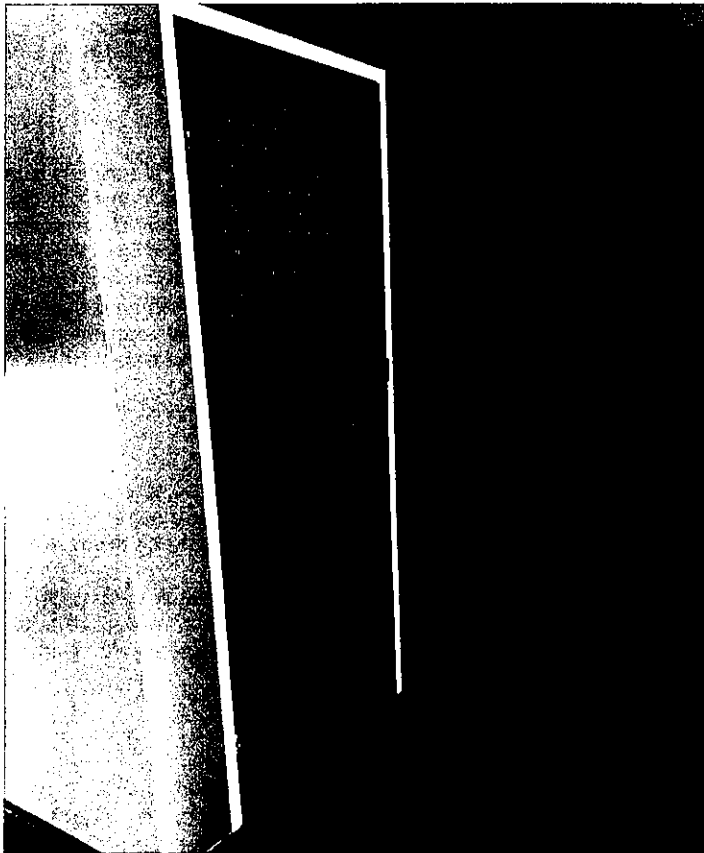
Photograph 17

Broken door to the main distribution enclosure needs to be replaced as it is dangerous to have unrestricted access for unauthorised personnel (such as small children etc)



Photograph 18

The decorative grilles in the balustrade walls throughout the complex have near horizontal elements which may facilitate climbing.



Photograph 19

We observed security screen doors installed at some unit entrances which we believe may be non-compliant.

We recommend engaging a qualified fire engineer to comment on this item.



Photograph 20

We note that the stormwater pit is quite deep but there are no warning signs to advise the depth of the pit or that this is considered a "confined space".

This is a potential safety issue and we recommend consideration be given to installing a warning sign accordingly.

shreeji consultant

structural civil engineering

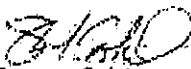
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3. COMMENTS

- 3.1. The existing brick balustrade, does not meet the current code load requirements. This is not only due to the existing defects observed on the balcony, but also due to the unconfirmed nature of the construction of the balustrade. If a brick balustrade were to be constructed today, to comply with the requirements of the code, it would need to have an amount of reinforcement installed into the bed joints of the masonry to allow the masonry to reach the required strength dictated by the code.
- 3.1.1. It is important to note that the balcony balustrade is not considered unsafe, it is highlighting that the manner in which the balustrade is constructed is not considered to meet the current code requirements. If any changes are made to the existing balustrade, the rebuilding of the balustrade will need to be carried out in a manner which it meets current code requirements.
- 3.2. The damage seen to the brick balustrade is likely due to deflection of the concrete slab of the balcony, this deflection is increased on Unit 13 due to two significant factors:
 - The balcony cantilever is longer when compared to the other balconies on the property
 - There is evidence of corroding reinforcement in the concrete slab, causing spalling of concrete.
- 3.3. As part of the inspection, an unsafe section of concrete was removed from the balcony edge. It should be noted that a more complete inspection of the balcony slab is required, as other at risk areas were identified, but were not accessible on the day of the inspection.
- 3.4. Remediation of the concrete slab on the balcony is going to require removal of the brick balustrade. If a brick balustrade of similar appearance were to be reinstated, it would need to be a reinforced brick balustrade. A more economical solution, would be to replace the brick balustrade with a new balustrade, similar to the neighbouring property, as seen in the above images.

4. RECOMMENDATIONS

- 4.1. Due to the presence of cracked concrete on at least two of the balcony slab as observed on the day, a more complete inspection of the balcony slabs in all of the complex is recommended. The significant amount of concrete removed on the day of the inspection, justifies a thorough inspection to ensure that any other at risk sections of concrete are removed, to reduce the risk of these damaged concrete sections falling, and possibly injuring the occupants of the building.
- 4.2. After quantifying the areas on the balcony slabs that require repair, the concrete repairs to the balconies should be carried out, depending on the extent of the concrete repair required, the existing brick balustrade may need to be removed to allow a proper repair to be undertaken.
- 4.3. Following the repair of the balcony slab, reinstatement of the balustrade can be considered, the option to reinstate a reinforced brick balustrade can be undertaken, or alternatively a replacement of the balustrade with an alternative construction type can be undertaken.
- 4.4. The risk reduction of the balconies should be undertaken as a matter of urgency, ideally the inspections should be completed within 6 weeks of issue of this report.
- 4.4.1. Following the completion of the inspections, the required inspections can be identified, and further direction be provided to the strata for their consideration.


Sumeer Gohil
for shreeji consultant

From: **Matt Thomas**
To: **pam.h**
Cc: **Caitlin Butler; Elie Esquilant; graham.hale; Elie ESQUILANT UNIT13; Rec Ryan; Apostina Gardia; Kristin Ogle**
Subject: **Re: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARLINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE**
Date: **Wednesday, 12 July 2023 5:03:17 PM**

In light of the new information, they should follow the safety report.

Regards
Matt

On Wed, 12 July 2023, 4:52 pm pam h, <pam.hutt62@gmail.com> wrote:
My vote is they proceed with advice from safety report.

Pam

On Wed, 12 July 2023, 4:14 pm Caitlin Butler, <Caitlin.Butler@bccsm.com.au> wrote:

Good Afternoon All,

Thank you for your emails.

Attached is a copy of the WH&S report obtained in 2021 however there is no mention of asbestos in this.

With this being said, as the scheme does have an Asbestos Report on file that indicates there is a high probability that asbestos is present in the eaves this would be enough to assist the strata committee with making an informed decision on whether they wish to have further testing done for lot 30.

Lot 30 owner would simply be required to undertake the painting in accordance with the management plan noted on the Asbestos Report which they have been advised.

If I could kindly get a majority instruction from the committee on how you would like to proceed with this it would be appreciated. At current we have 2 committee members saying to go ahead with further testing and 2 in favour of using the information noted in Asbestos Report on file as their instruction.

I await your further responses.

Thank you

Kind Regards,

Caitlin Butler

Licensed Strata Managing Agent

BCS.jpg



Body Corporate Services

Suite 17, 19-21 Central Road, Miranda NSW 2226
Locked Bag 22, Haymarket NSW 1240

T: 1300 889 227

Email: caitlin.butler@bccsm.com.au

www.bccsm.com.au



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From: pam h <pam.hutt62@gmail.com>
Sent: Wednesday, 12 July 2023 8:13 AM
To: Ellie Esquilant <macquart.ellie@gmail.com>
Cc: Caitlin Butler <Caitlin.Butler@bcssm.com.au>; grahame hale <grahamejameshale@msn.com>; Ellie ESQUILANT UNIT13 <eesquilant@gmail.com>; Bec Ryan <bec_roxy_698@hotmail.com>; Agostina Garola <agostina.micagarola@gmail.com>; Matt Thomas <thomas.matt1976@gmail.com>; Kristin Ogle <Kristin.Ogle@bcssm.com.au>
Subject: Re: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Caitlin and all, Asbestos was identified in a safety report performed a few years ago to be in the eaves and the covers of the airflow outlets from the basement around the property. It was reported as being safe as long as its unbroken and painted. Asbestos remains very common in all older properties.

If you could find and share the Safety Report, that might help things.

Thanks

Pam

From: Ellie Esquilant macquart.ellie@gmail.com
Sent: Tuesday, 11 July 2023 3:50 PM
To: Caitlin Butler Caitlin.Butler@bcssm.com.au; pam h pam.hutt62@gmail.com; grahame hale grahamjameshale@msn.com; Matt Thomas thomas.matt1976@gmail.com; Bec Ryan bec_roxy_698@hotmail.com; Agostina Garola agostina.micagarola@gmail.com
Subject: RE: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Hi Caitlin,

Thank you for clarifying. I also agree with Pam's comments as this report advises that asbestos is likely is present is it required for us to get this reassessed?

Kind regards,

Ellie Macquart

PH: 0422 612 689

From: Caitlin Butler
Sent: Tuesday, 11 July 2023 3:32 PM
To: pam h; Ellie Esquilant; grahame hale; Matt Thomas; Bec Ryan; Agostina Garola
Subject: RE: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Good Afternoon Committee,

Thank you for your emails.

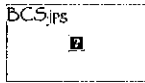
In response to Ellie's queries, if asbestos is found the owners corporation would simply need to follow the management plan as enclosed within the Asbestos Report on file for SP17885 as follows:



Kind Regards,

Caitlin Butler

Licensed Strata Managing Agent



Body Corporate Services

Suite 17, 19-21 Central Road, Miranda NSW 2228
Locked Bag 22, Haymarket NSW 1240

T: 1300 889 227

Email: cailin.butler@bcsm.com.au

www.bcsm.com.au

From: pam h <pam.hut62@gmail.com>

Sent: Tuesday, 11 July 2023 3:23 PM

To: Caitlin Butler <Caitlin.Butler@bcsm.com.au>

Subject: Re: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Hi Caitlin, I'm wondering if this is required as from memory it was confirmed that the eaves do contain asbestos when we had the building painted. I recall this as part of the eave around unit 12/13 was sagging and we discussed replacing it. I recall it was advised to just repaint it due to the cost giving it did contain asbestos. The eave is unbroken and so it was safe to do this.

I think therefore we can assume all eaves around building contain asbestos.

Regards

Pam

On Tue, 11 July 2023, 10:43 am Ellie Esquilant, <macquart.ellie@gmail.com> wrote:

Hi Caitlin,

Thank you for your email. Could you please clarify what liability the owners corporation has if there is asbestos found in the eave?

Thank you in advance.

Kind regards,

Ellie Macquart

PH: 0422 612 689

From: Caitlin Butler

Sent: Tuesday, 11 July 2023 10:31 AM

To: grahame.hale; pam.h; Ellie Esquilant; Ellie ESQUILANT UNIT13; Bee Ryan; Agostina Garola; Matt Thomas

Cc: [Kristin Oyle](mailto:Kristin.Oyle)

Subject: RE: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Good Morning All,

I hope you are well.

I am following up on the below due to only one response being received.

The owner of lot 30 is chasing this up and we do require some urgent committee instruction regarding approval to proceed with having a contractor attend site and test the balcony ceiling/eaves in lot 30 for asbestos.

Can you please provide your approval by COB tomorrow Wednesday, 12 July 2023.

Thank you kindly

Kind Regards,

Caitlin Butler

Licensed Strata Managing Agent



Body Corporate Services

Suite 17, 19-21 Central Road, Miranda NSW 2228
Locked Bag 22, Haymarket NSW 1240

T: 1300 889 227

Email: caitlin.butler@bcssm.com.au

www.bcssm.com.au

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From: graham hale <grahamejameshale@msn.com>

Sent: Friday, 9 June 2023 5:03 PM

To: Caitlin Butler <Caitlin.Butler@bcssm.com.au>; pam h <pam.hutt62@gmail.com>; Ellie Esquilant <macquart.ellie@gmail.com>; Ellie ESQUILANT UNIT13 <eesquilant@gmail.com>; Bec Ryan <bec_roxy_698@hotmail.com>; Agostina Garola <agostina.micagarola@gmail.com>; Matt Thomas <thomas.matt1976@gmail.com>

Cc: Kristin Ogle <Kristin.Ogle@bcssm.com.au>

Subject: RE: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Good idea, approved.

Sent from Mail for Windows

From: Caitlin Butler

Sent: Friday, 9 June 2023 4:49 PM

To: graham hale; pam.h; Ellie Esquilant; Ellie ESQUILANT UNIT13; Bec Ryan; Agostina Garola; Matt Thomas

Cc: Kristin Ogle

Subject: RE: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Afternoon All,

I hope you are well.

Further to the below, lot 30 owner has responded requesting the balcony ceiling be tested for asbestos prior to her arranging the repairs. We have provided a copy of the Asbestos Report & Management Plan that is on file to the owner (as attached) and note that it does state the eaves are "likely" to contain asbestos. Given this report was obtained in 2013, we require your instruction with respect to engaging a contractor to re-attend site and test the balcony ceiling/eaves in lot 30.

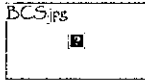
Please let me know if you would be happy to proceed.

Thank you and we await your instruction.

Kind Regards,

Caitlin Butler

Licensed Strata Managing Agent



Body Corporate Services

Suite 17, 19-21 Central Road, Miranda NSW 2228
Locked Bag 22, Haymarket NSW 1240

T: 1300 869 227

Email: caitlin.butler@bcssm.com.au

www.bcssm.com.au

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From: grahame hale <grahamejameshale@msn.com>

Sent: Wednesday, 7 June 2023 8:21 PM

To: pam h <pam.hutt62@gmail.com>; Caitlin Butler <Caitlin.Butler@bcssm.com.au>

Cc: Matt Thomas <thomas.matt1976@gmail.com>; Ellie Esquilant <macquart.ellie@gmail.com>; Kristin Ogle <Kristin.Ogle@bcssm.com.au>; Ellie ESQUILANT UNIT13 <eesquilant@gmail.com>; Agostina Garola <agostina.micagarola@gmail.com>; Bec Ryan <bec_roxy_698@hotmail.com>

Subject: Re: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

i also approve

From: pam h <pam.hutt62@gmail.com>

Sent: Wednesday, 7 June 2023 6:47 PM

To: Caitlin Butler <Caitlin.Butler@bcssm.com.au>

Cc: Matt Thomas <thomas.matt1976@gmail.com>; Ellie Esquilant <macquart.ellie@gmail.com>; Kristin Ogle <Kristin.Ogle@bcssm.com.au>; Ellie ESQUILANT UNIT13 <eesquilant@gmail.com>; Agostina Garola <agostina.micagarola@gmail.com>; grahame hale <Grahamejameshale@msn.com>; Bec Ryan <bec_roxy_698@hotmail.com>

Subject: Re: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Apologies for my earlier unclear reply. It was meant to read...

"I agree with Ellie's comments"

Thanks

Pam

On Wed, 7 Jun. 2023, 10:56 am Caitlin Butler, <Caitlin.Butler@bcssm.com.au> wrote:

Hi Matt & All,

Thank you for all your responses thus far.

We require one more committee member response before a majority is determined and we can then advise lot 30 owner of the decision.

Thank you kindly

Kind Regards,

Caitlin Butler

Licensed Strata Managing Agent

Body Corporate Services

Suite 17, 19-21 Central Road, Miranda NSW 2228
Locked Bag 22, Haymarket NSW 1240

T: 1300 889 227

Email: caitlin.butler@bcssm.com.au

www.bcssm.com.au

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From: Matt Thomas <thomas.matt1976@gmail.com>.

Sent: Wednesday, 7 June 2023 10:12 AM

To: pam h <pam.hutt62@gmail.com>

Cc: Ellie Esquilant <macquart.ellie@gmail.com>; Kristin Ogle <Kristin.Ogle@bcssm.com.au>; Ellie ESQUILANT UNIT13 <eesquilant@gmail.com>; Agustina Garola <agustina.micagarola@gmail.com>; grahame hale <Grahamejameshale@msn.com>; Bec Ryan <bec_roxy_698@hotmail.com>; Caitlin Butler <Caitlin.Butler@bcssm.com.au>

Subject: EXT - Re: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Good morning Kristin (& committee members),

I'm in agreement with declining the request.

Regards

Matt

On Wed, 7 June 2023, 9:14 am pam h, <pam.hutt62@gmail.com> wrote:

Hi all, I agree with All he's comments.

Pam

On Tue, 6 Jun 2023, 5:31 pm Ellie Esquilant, <macquart.ellie@gmail.com> wrote:

Hi Kristin,

Thank you for your email and advising of this enquiry. I am of the position that if the balcony ceiling paint is an owners responsibility then the costs of the repair falls to the owner of that particular lot. Allowing this to be approved by committee can potentially set precedent for further issues to be at the cost of the owners corporation in regard to lot balconies.

I am of the view to decline this request and agree with the checks you have carried out to draw this conclusion.

Thank you for your assistance in this matter. Hope you enjoy the rest of your day.

Kind regards,

Ellie Macquart

PH: 0422 612 689

From: Kristin Ogle
Sent: Tuesday, 6 June 2023 1:16 PM
To: eesquillant@gmail.com; Agostina Garola; Grahamcjameshale@msn.com; pam h: Bec Ryan; Matt Thomas
Cc: Caitlin Butler
Subject: SP17885 - 63-69 PRESIDENT AVENUE, CARINGBAH NSW 2229 - LOT 30 BALCONY ROOF DAMAGE

Dear Committee,

Please be advised we have been contacted by lot 30 reporting bubbling paint to their balcony ceiling further to the extreme weather experienced last year. In accordance with the SCA Who's Responsible Guide, balcony ceiling paint is an owners responsibility to maintain and repair and therefore we have advised the owner that this is not the owner's corporations responsibility to rectify.

Additionally, the owner is claiming that the owners corporation failed to carry out the gutter maintenance which resulted in the damage to her balcony ceiling. When we broke this down to the owner, it was clear that the owners corporation undertook all necessary steps by way of issuing the regular bi-annual gutter cleaning work orders when due last year, however as you are all aware, Pristine Window & Gutter Cleaning were required to delay/postpone the scheduled cleans on a number of occasions due to inclement weather. Regrettably this was out of our control and the extreme weather conditions experienced last year resulted in contractors being unable to get on the roof and carry out gutter cleaning safely. This is by no means a result of the owners corporation being negligent.

With this being said, the owner of lot 30 is dissatisfied with our response and has asked that we reach out to the committee to seek your response/approval to have their balcony ceiling re-painted out of the owners corporations funds as they have advised "I don't think it's fair I have to repair it out of my own pocket as the issue that caused the issues was not my fault."

Can we kindly ask you review the above and advise how you would like to proceed.

Many thanks

Regards,

Kristin Ogle

Assistant Strata Managing Agent to Mel Harding and Caitlin Butler

Body Corporate Services

Suite 17, 19-21 Central Road, Miranda NSW 2228
Locked Bag 22, Haymarket NSW 1240

T: 1300 889 227

Email: kristin.ogle@bcssm.com.au

www.bcssm.com.au

Monday – Thursday 8:30am to 5pm

Please ensure your email contains the relevant unit number and/or strata plan number your email relates to.

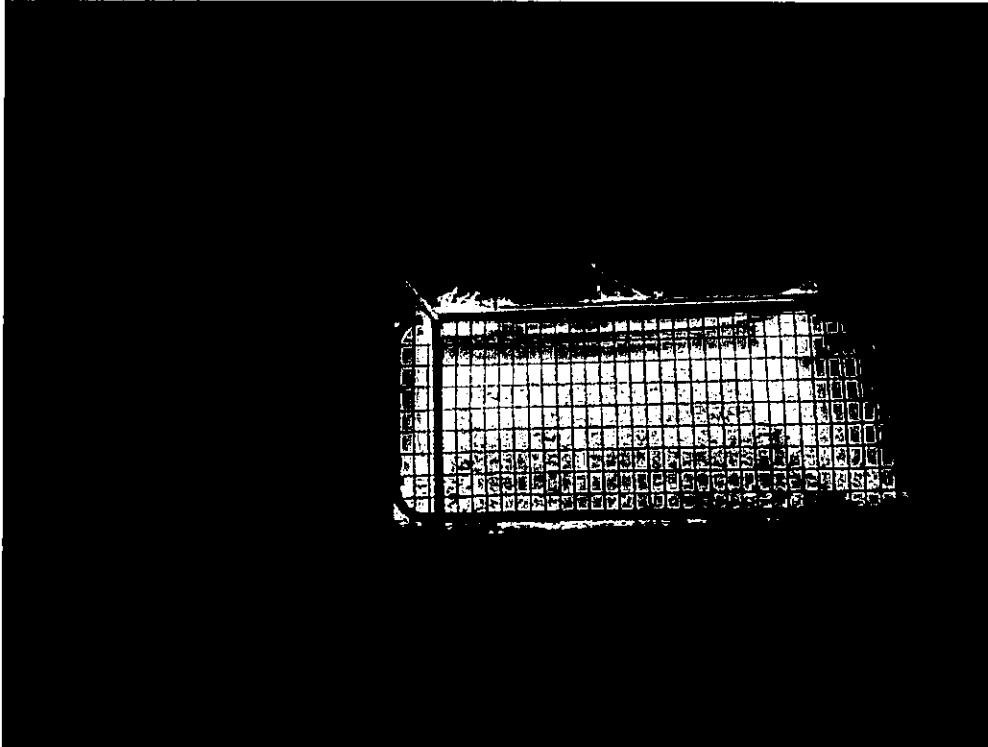
Please consider the environment before printing this email.

From: [Ryan Graeme Chrome Plumbing](#)
To: [Kristin Ogile](#)
Subject: EXT - RE: WO208577 | New Work Order Request | 17885 63-69 PRESIDENT AVENUE | Plumbing, Draining, & Gasfitting
Date: Monday, 3 April 2023 2:35:57 PM
Attachments: [Invoice S10759.pdf](#)

Good Afternoon,

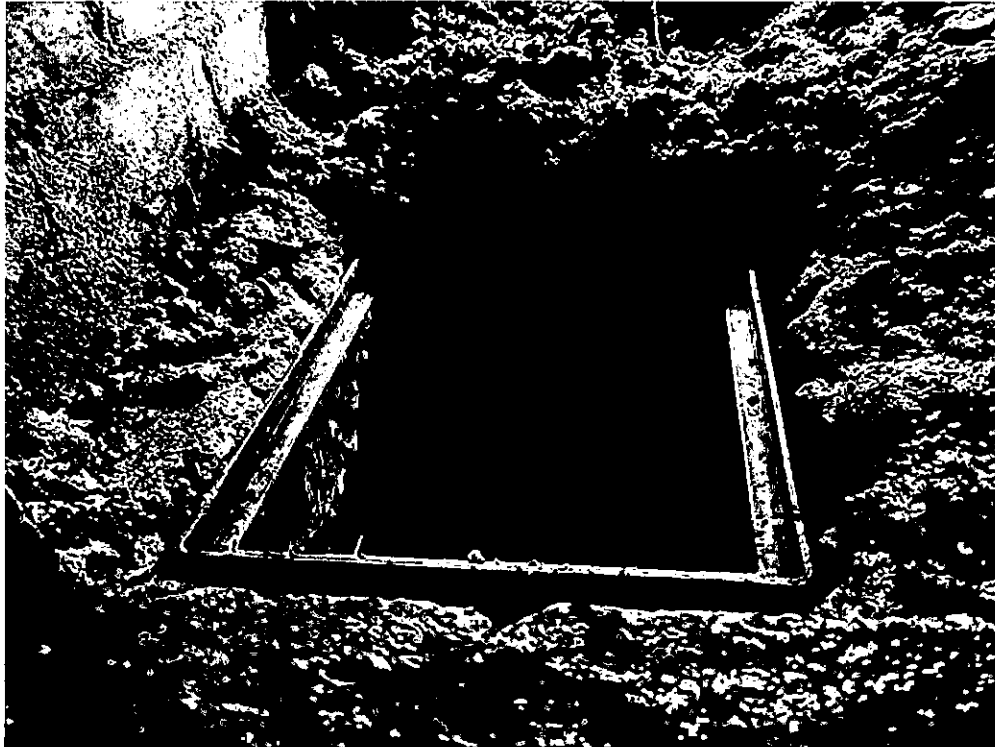
Please see the attached for works completed

Please Note a power point required









Thank you

Jade Lockton
Invoicing - 0452 587 742
On behalf of Ryan Graeme
Chrome Plumbing and Gasfitting

For **Emergency** and **After hours** support please call Ryan Graeme on 0407 258 033

For all Booking and Scheduling enquiries please call **0406 431 445** and **0452 525 790** during office hours 7:00am to 4:00pm

For all Accounts enquiries please email Admin@chromeplumbingandgasfitting.com.au

From: Kristin Ogle <Kristin.Ogle@bcssm.com.au>

Sent: Thursday, March 30, 2023 1:34 PM

To: Ryan Graeme Chrome Plumbing <ryan.graeme@hotmail.com>

Subject: RE: WO208577 | New Work Order Request | 17885 63-69 PRESIDENT AVENUE | Plumbing, Draining, & Gasfitting

Good Afternoon emily,

Hope you are well.

Are you able to confirm if these works are completed or do you require reattendance to complete?

Regards,
Kristin Ogle

Assistant Strata Managing Agent to Mel Harding and Caitlin Butler

Owners Corporation for Plan No. 17885

63-69 PRESIDENT AVENUE CARINGBAH NSW NSW 2229
ABN/ACN 13186570148

DEBTOR STATEMENT - LOT: 30

OWNER: CALYSSA MANOLAROS

For the period 1 May 2023 to 1 Aug 2023 - sorted by Due Date

Levy Account

Due Issue Date Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Capital Fund	BALANCE
	29-05-23	TRANSFER	Payment 891.70		662.95	228.75	891.70
01-07-23	18-05-23		Levies - normal (interim)	01-07-23 to 30-09-23	-662.95		228.75
01-07-23	18-05-23		Levies - normal (interim)	01-07-23 to 30-09-23		-228.75	0.00
Balance as at 1 Aug 2023					0.00	0.00	0.00
					TOTAL ADMIN	TOTAL CAPITAL	TOTAL BALANCE
					\$ 0.00	0.00	0.00

* Invoice is a debt to the Lot

^ Invoice is a debt to the Sundry Debtor

Balance Sheet

Administrative & Capital Works Fund

Owners Corporation for Plan No. 17885

As at 1st August 2023

63-69 PRESIDENT AVENUE CARINGBAH NSW NSW 2229

ABN/ACN 13186570148

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Assets		2023
Cash		178,387.84
Accounts Receivable	Note 9	436.10
Levies in Arrears	Note 10	2,738.61
Total Assets		\$ 181,562.55

Liabilities		
Accounts Payable Liability	Note 12	1,151.00
Unallocated Monies Received	Note 11	3,304.39
GST Liability		1,898.65
Total Liabilities		\$ 6,354.04
Net Assets		\$ 175,208.51

Equity		
Administrative Fund		113,951.76
Capital Works Fund		61,256.75
Total Equity		\$ 175,208.51

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 17885

1 May 2023 to 1 August 2023

63-69 PRESIDENT AVENUE CARINGBAH NSW 2229

ABN/ACN 13186570148

Income	Actuals	Budget	Variance \$	Variance %
	01/05/23 01/08/23	01/05/23 01/08/23	01/05/23 01/08/23	01/05/23 01/08/23
Levy Fees - Debt recovery costs	319.99	0.00	319.99	100
Levy Fees - normal	17,219.43	23,806.86	(6,587.43)	(28)
Mutual Revenue - penalty interest	36.50	0.00	36.50	100
Mutual Revenue - security devices	76.00	0.00	76.00	100
Non-Mutual Revenue - bank interest	215.89	0.00	215.89	100
Non-Mutual Revenue - strata inspections	31.00	0.00	31.00	100
Total Administrative Fund Income	17,898.81	23,806.86	(5,908.05)	(25)
Expenditure				
Cleaning Service	780.00	1,019.18	239.18	23
Electricity	981.13	636.99	(344.14)	(54)
Fire Protection Services	0.00	254.79	254.79	100
Garden/Lawn Maintenance	3,388.17	3,821.92	433.75	11
Insurance Premiums	0.00	12,484.93	12,484.93	100
Owners Corporation Manager - NSW Strata Hub - A...	0.00	36.95	36.95	100
Owners Corporation Manager - Taxation Management	340.00	0.00	(340.00)	(100)
Owners Corporation Manager - accounting fees	0.00	636.99	636.99	100
Owners Corporation Manager - additional services	257.73	636.99	379.26	60
Owners Corporation Manager - debt recovery	212.73	0.00	(212.73)	(100)
Owners Corporation Manager - disbursements	624.00	659.92	35.92	5
Owners Corporation Manager - management fees	1,262.91	1,335.63	72.72	5
Owners Corporation Manager - schedule B fees	0.00	493.54	493.54	100
Owners Corporation Manager - work order/quotes	205.29	76.44	(128.85)	(169)
Pest Control Services	0.00	127.40	127.40	100
Sundry Expenditure	535.00	0.00	(535.00)	(100)
Taxes, Fees & Charges - GST rounding	0.84	0.00	(0.84)	(100)
Water	1,572.50	1,783.56	211.06	12
Total Administrative Fund Expenditure	10,160.30	24,005.23	13,844.93	58
Surplus / Deficit for period	7,738.51	(198.37)		

Income and Expenditure Statement (continued)**Administrative Fund**

Owners Corporation for Plan No. 17885
63-69 PRESIDENT AVENUE CARINGBAH NSW 2229

1 May 2023 to 1 August 2023
ABN/ACN 13186570148

Summary

Opening Balance as at 1 May 2023	106,213.25
Total Revenue during period	17,898.81
Total Expenditure during period	(10,160.30)
Administrative Fund balance as at 1 August 2023	\$ 113,951.76

Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 17885

1 May 2023 to 1 August 2023

63-69 PRESIDENT AVENUE CARINGBAH NSW 2229

ABN/ACN 13186570148

Income	Actuals	Budget	Variance \$	Variance %
	01/05/23 01/08/23	01/05/23 01/08/23	01/05/23 01/08/23	01/05/23 01/08/23
Levy Fees - normal	5,941.58	6,136.84	(195.26)	(3)
Mutual Revenue - penalty interest	15.54	0.00	15.54	100
Total Capital Works Fund Income	5,957.12	6,136.84	(179.72)	(3)
Expenditure				
Garden/Lawn Maintenance - gutter clearing	560.00	0.00	(560.00)	(100)
Lock & Key Maintenance	609.86	0.00	(609.86)	(100)
Plumbing	280.00	0.00	(280.00)	(100)
Total Capital Works Fund Expenditure	1,449.86	0.00	(1,449.86)	(100)
Surplus / Deficit for period	4,507.26	6,136.84		

Summary

Opening Balance as at 1 May 2023	56,749.49
Total Revenue during period	5,957.12
Total Expenditure during period	(1,449.86)
Capital Works Fund balance as at 1 August 2023	\$ 61,256.75

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 17885
63-69 PRESIDENT AVENUE CARINGBAH NSW 2229

1 May 2022 to 30 April 2023
ABN/ACN 13186570148

Income	Actuals 01/05/21 30/04/22	Actuals 01/05/22 30/04/23
Levy Fees - Debt recovery costs	141.94	338.95
Levy Fees - normal	67,586.84	68,878.38
Levy Fees - other	0.00	118.18
Mutual Revenue - debt recovery costs	18.13	0.00
Mutual Revenue - penalty interest	43.09	77.21
Mutual Revenue - reimbursement	655.92	3,416.38
Mutual Revenue - security devices	395.80	430.00
Non-Mutual Revenue - bank interest	0.00	69.15
Non-Mutual Revenue - certificates	218.00	109.00
Non-Mutual Revenue - strata inspections	31.00	31.00
Strata Setup - Balance Brought Forward	(497.76)	0.00
Sundry Revenue - discharge insurance claim	0.00	110,494.04
Taxes, Fees & Charges - GST rounding	0.00	0.21
Taxes, Fees & Charges - Set GST Liability	497.76	0.00
Total Administrative Fund Income	69,090.72	183,962.50

Expenditure

Cleaning Service	3,343.64	3,849.09
Door & Window Maintenance	348.86	845.00
Electricity	1,716.21	2,014.13
Fire Protection Services	785.01	942.21
Garden/Lawn Maintenance	14,953.68	14,421.79
Garden/Lawn Maintenance - gutter clearing	1,185.00	960.00
Garden/Lawn Maintenance - tree/shrub trimming	447.72	0.00
Insurance Claim - paid	0.00	9,698.01
Insurance Premiums	22,995.96	42,362.11
Lock & Key Maintenance	331.82	0.00
Owners Corporation Manager - NSW Strata Hub - In...	0.00	195.00
Owners Corporation Manager - accounting fees	1,137.93	2,355.83
Owners Corporation Manager - additional services	2,226.60	2,313.34
Owners Corporation Manager - certificate fees	218.00	109.00
Owners Corporation Manager - debt recovery	304.75	348.18
Owners Corporation Manager - disbursements	2,103.20	2,466.03
Owners Corporation Manager - inspection fees	31.00	31.00
Owners Corporation Manager - management fees	4,753.88	4,991.52
Owners Corporation Manager - schedule B fees	1,049.66	1,844.14
Owners Corporation Manager - work order/quotes	167.04	0.00
Pest Control Services	681.58	0.00
Plumbing	480.00	0.00
Sundry Expenditure	473.00	26.87
Taxes, Fees & Charges - GST rounding	(1.35)	(1.29)
Taxes, Fees & Charges - NSW Strata Hub Registrat...	0.00	90.00
Waste Management Services	637.28	0.00
Water	6,109.00	6,201.02
Total Administrative Fund Expenditure	66,479.47	96,062.98

Income and Expenditure Statement (continued)**Administrative Fund****Owners Corporation for Plan No. 17885**
63-69 PRESIDENT AVENUE CARINGBAH NSW 2229**1 May 2022 to 30 April 2023**
ABN/ACN 13186570148**Summary**

Opening Balance as at 1 May 2022	18,313.73
Total Revenue during period	183,962.50
Total Expenditure during period	(96,062.98)
Administrative Fund balance as at 30 April 2023	\$ 106,213.25

KELLY+PARTNERS
AUDIT

Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 17885

1 May 2022 to 30 April 2023

63-69 PRESIDENT AVENUE CARINGBAH NSW 2229

ABN/ACN 13186570148

Income	Actuals	Actuals
	01/05/21 30/04/22	01/05/22 30/04/23
Levy Fees - normal	27,760.84	23,766.38
Mutual Revenue - penalty interest	18.47	36.76
Strata Setup - Balance Brought Forward	144.56	0.00
Taxes, Fees & Charges - Set GST Liability	(144.56)	0.00
Total Capital Works Fund Income	27,779.31	23,803.14
Expenditure		
Consultant	760.00	830.00
Doors and Windows	0.00	2,160.00
Electrical Repairs	0.00	4,466.92
Fire Protection Equipment	700.00	705.24
Garage Door Maintenance	0.00	3,052.73
General Service Replacement	0.00	4,115.00
Insurance Claim - excess	0.00	7,045.46
Intercom & Security System	0.00	789.99
Legal Services	800.20	0.00
Legal Services - by-law registration	0.00	875.18
Lock & Key Maintenance	0.00	4,115.52
Plumbing	6,587.27	9,890.91
Roadways, Driveways & Parking - cleaning, sweep...	0.00	1,450.00
Roof	0.00	2,160.00
Television Systems - antenna repairs	850.91	0.00
Valuer - insurance valuation	480.00	0.00
Total Capital Works Fund Expenditure	10,178.38	41,656.95

Summary

Opening Balance as at 1 May 2022	74,603.30
Total Revenue during period	23,803.14
Total Expenditure during period	(41,656.95)
Capital Works Fund balance as at 30 April 2023	\$ 56,749.49

KELLY+PARTNERS
AUDIT

Owners Corporation for Plan No. 17885
EXPENDITURE - TRANSACTION LIST (continued)
CAPITAL WORKS FUND
For the period 1 May 2022 to 30 April 2023

EXPENDITURE

Insurance Claim - excess

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
31/10/2022	ARI253142	AUSTRALIA'S INSURANCE BUILDERS	Charges CL02071343	2,500.00		2,272.73
11/11/2022	114029	URBAN BUILDING SOLUTIONS P/L	Excess - CL02078019	2,500.00		2,272.73
Total for Insurance Claim - excess						4,545.46

Intercom & Security System

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
18/07/2022	19775	Quatrix Pty Limited t/a Quatrix Intercom & Security	Intercom Services	369.00		335.45
Total for Intercom & Security System						335.45

Legal Services - by-law registration

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
29/09/2022	1764788	Kemps Petersons Legal Pty Ltd	PROFESSIONAL SERVICES	962.70		875.18
Total for Legal Services - by-law registration						875.18

Lock & Key Maintenance

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
03/05/2022	605307	Preddeys Locksmiths Pty Ltd	WO102273	253.85		230.77
18/05/2022	605632	Preddeys Locksmiths Pty Ltd	Door Maintenance	229.10		208.27
08/08/2022	INV19717	ASQB Pty Ltd	Window Maintenance	484.00		440.00
08/08/2022	606665	Preddeys Locksmiths Pty Ltd	Lock & Key Maintenance	203.94		185.40
28/08/2022	INV19821	ASQB Pty Ltd	ACC - SINGLE WINDOW SAFETY	3,026.19		2,751.08
09/10/2022	15282	Martin Matheson t/a Fort Knox Locks	Unit 30 - Door Lock Maintenance - WO157295	330.00		300.00
Total for Lock & Key Maintenance						4,115.52

Plumbing

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
09/05/2022	S7563	Chrome Plumbing and Gasfitting Pty Ltd	Storm Water Jetting	451.00		410.00
12/05/2022	S7614	Chrome Plumbing and Gasfitting Pty Ltd	Toilet System Investigation & Repairs	473.00		430.00
19/05/2022	S7691	Chrome Plumbing and Gasfitting Pty Ltd	Unit 6 - Water Leak Investigation	451.00		410.00

Owners Corporation for Plan No. 17885
EXPENDITURE - TRANSACTION LIST (continued)
CAPITAL WORKS FUND
For the period 1 May 2022 to 30 April 2023

EXPENDITURE						
Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
19/05/2022	S7698	Chrome Plumbing and Gasfitting Pty Ltd	Unit 11 - Water Leak Investigation	121.00		110.00
27/05/2022	S7746	Chrome Plumbing and Gasfitting Pty Ltd	Plumbing Works - Ref 115329-17885	693.00		630.00
06/06/2022	51728	JEREMY MACPHERSON PLUMBING	Plumbing Maintenance	143.00		130.00
13/09/2022	S8274	Chrome Plumbing and Gasfitting Pty Ltd	Stormwater repairs	2,630.00		2,390.91
27/09/2022	S9043	Chrome Plumbing and Gasfitting Pty Ltd	PLUMBING WORKS	418.00		380.00
04/04/2023	S10759	Chrome Plumbing and Gasfitting Pty Ltd	Plumbing Maintenance	4,092.00		3,720.00
14/04/2023	S10842	Chrome Plumbing and Gasfitting Pty Ltd	Plumbing Works - Ref 21573217885	1,408.00		1,280.00
Total for Plumbing						9,890.91

Roadways, Driveways & Parking - cleaning, sweeping

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
25/07/2022	00004457	ALLGOOD SOLUTIONS	Pressure Cleaning	395.00		359.09
25/07/2022	00004458	ALLGOOD SOLUTIONS	Pressure Cleaning	1,200.00		1,090.91
Total for Roadways, Driveways & Parking - cleaning, sweeping						1,450.00

Roof

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
20/05/2022	80217EJ	AGC Roof Maintenance Pty Ltd	Roof Maintenance	495.00		450.00
31/10/2022	81041EJ	AGC Roof Maintenance Pty Ltd	SCOPE OF WORKS	1,881.00		1,710.00
Total for Roof						2,160.00

Sundry Expenditure

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
09/05/2022	178850522	P Hutt	Reimbursement for Notice Board	26.87		26.87
30/08/2022	2882	Scott Akers t/a Access & Security Installations & Services	Security Door Repairs	264.00		240.00
Total for Sundry Expenditure						266.87

Owners Corporation for Plan No. 17885
EXPENDITURE - TRANSACTION LIST (continued)
CAPITAL WORKS FUND
For the period 1 May 2022 to 30 April 2023

EXPENDITURE

Television Systems - antenna repairs

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
04/07/2022	19643	Quatrix Pty Limited t/a Quatrix Intercom & Security	Property repairs U6	250.00		227.27
05/07/2022	19667	Quatrix Pty Limited t/a Quatrix Intercom & Security	Intercom Repairs	250.00		227.27
Total for Television Systems - antenna repairs						454.54

Total Capital Works Fund Expenditure

43,847.46

**INCOME AND EXPENDITURE STATEMENT
FOR 63-69 PRESIDENT AVENUE
Strata Plan 17885**

FROM 1st MAY 2020 TO 30th APRIL 2021

30/04/2021

30/04/2020

ADMINISTRATIVE FUND

INCOME

Levies Raised	64,997.45	66,767.65
Interest Charged on Arrears	138.48	158.98
Key Deposits	238.10	463.50
Recoveries	414.82	1,542.90
Statutory Certificates	218.00	436.00
Inspection Money Received	96.10	160.73
Sundry Income	408.00	1,580.84
	66,510.95	71,110.60

LESS: EXPENDITURE:

Accounting Fees	402.52	386.54
Cleaning	2,760.00	2,977.73
Carpet Cleaning	0.00	318.18
Electricity	1,802.95	1,787.07
Fire Protection	820.46	850.92
Gardening and Lawns	11,407.28	11,051.78
Insurance Premiums	21,249.19	17,991.35
Insurance Claims Excess	909.09	500.00
Legal & Debt Recovery Fees	589.82	1,634.35
Management Fees	4,473.59	4,305.03
Professional Services	2,004.09	746.70
Disbursements	1,777.92	1,739.79
Water Rates, Charges & Usage	7,478.80	7,179.81
Tax/BAS Generation Fees	1,257.01	1,235.80
Statutory Certificates	218.00	436.00
Inspections	62.00	160.73
Community Health & Safety	415.98	304.38
Repairs & Maintenance (Note 6)	4,686.76	9,485.90
Miscellaneous (Note 7)	51.24	510.26
	62,366.70	63,602.32

Surplus/-Deficit For Period	4,144.25	7,508.28
Balance at beginning of period	11,558.23	4,049.95
	15,702.48	11,558.23

BALANCE AT END OF PERIOD

**INCOME AND EXPENDITURE STATEMENT
FOR 63-69 PRESIDENT AVENUE
Strata Plan 17885**

FROM 1st MAY 2020 TO 30th APRIL 2021

30/04/2021

30/04/2020

CAPITAL WORKS FUND

INCOME

Levies Raised	30,347.15	29,177.75
Interest Charged on Arrears	57.05	58.27
	30,404.20	29,236.02

LESS: EXPENDITURE:

Consultants Fees	0.00	5,296.00
Fire Equipment	0.00	1,320.91
Gardening/Trees/Landscaping	1,850.00	0.00
Doors and Windows	272.73	0.00
Electrical Replacements	462.00	0.00
Major Plumbing Works	14,897.00	5,770.00
Roofing and Guttering	1,175.00	0.00
	18,656.73	12,386.91
Surplus/-Deficit For Period	11,747.47	16,849.11
Balance at beginning of period	45,254.90	28,405.79
	57,002.37	45,254.90

BALANCE AT END OF PERIOD

NOTES TO AND FORMING PART OF THE ACCOUNTS
FOR 63-69 PRESIDENT AVENUE
Strata Plan 17885

POSITION AS AT 30th APRIL 2021

30/04/2021

30/04/2020

Note 6 Repairs & Maintenance

Doors and Windows	47.72	392.34
Electrical Repairs	413.19	0.00
Garage Doors, Etc.	262.73	0.00
General Repairs	45.46	656.94
Intercom Repairs	236.37	0.00
Locks and Keys	602.00	1,208.96
Plumbing	878.40	2,307.15
Roof and Guttering Repairs	70.45	1,092.73
Rubbish Removal	2,130.44	2,959.98
Stairs, Floors and Balconies	0.00	799.61
Tree Lopping and Removal	0.00	68.19
	<u>4,686.76</u>	<u>9,485.90</u>

Note 7 Miscellaneous Expenses

Trade Compliance	51.24	37.53
Pest Control	0.00	472.73
	<u>51.24</u>	<u>510.26</u>

**INCOME AND EXPENDITURE STATEMENT
FOR 63-69 PRESIDENT AVENUE
Strata Plan 17885**

FROM 1st MAY 2018 TO 30th APRIL 2019

30/04/2019

30/04/2018

ADMINISTRATIVE FUND

INCOME

Levies Raised	69,869.95	74,297.80
Special Levies Raised	13,635.75	0.00
Interest Charged on Arrears	208.23	44.71
Key Deposits	72.70	368.10
Recoveries	475.30	77.71
Reimbursement income	0.00	61.82
Statutory Certificates	109.00	436.00
Inspection Money Received	39.00	131.95
Sundry Income	0.00	81.82
	84,409.93	75,499.91

LESS: EXPENDITURE:

Accounting Fees	368.00	368.00
Cleaning	3,478.70	2,758.78
Carpet Cleaning	350.00	450.00
Electricity	2,447.36	2,370.19
Fire Protection	659.10	1,216.65
Gardening and Lawns	10,054.54	11,486.37
Insurance Premiums	15,268.18	13,455.63
Key Deposits Refund	0.00	50.00
Legal & Debt Recovery Fees	475.30	77.71
Management Fees	4,095.88	3,901.38
Professional Services	2,269.10	937.04
Disbursements	2,550.28	1,623.02
Special Levy Expenses	30,580.00	0.00
Water Rates, Charges & Usage	7,985.17	7,208.76
Tax/BAS Generation Fees	1,224.08	1,167.88
Statutory Certificates	109.00	436.00
Inspections	39.00	135.05
Consultants Fees	5,669.40	2,180.64
Repairs & Maintenance (Note 6)	10,027.85	11,117.08
Miscellaneous (Note 7)	133.80	82.46
	97,784.74	61,022.64
Surplus/-Deficit For Period	-13,374.81	14,477.27
Balance at beginning of period	17,424.76	2,947.49
	4,049.95	17,424.76

BALANCE AT END OF PERIOD

**INCOME AND EXPENDITURE STATEMENT
FOR 63-69 PRESIDENT AVENUE
Strata Plan 17885**

FROM 1st MAY 2018 TO 30th APRIL 2019

30/04/2019

30/04/2018

CAPITAL WORKS FUND

INCOME

Levies Raised	26,076.60	21,646.80
Interest Charged on Arrears	59.63	7.11
Interest Received From Banks	316.95	293.04
Reimbursements	0.00	206.50
	26,453.18	22,153.45

LESS: EXPENDITURE:

PAYG Income Tax Instalments	0.00	201.00
Garage Door Replacements	620.00	890.00
Doors and Windows	0.00	1,148.00
Electrical Replacements	1,456.50	0.00
Intercom Replacement	0.00	6,659.18
Locks and Keys	0.00	2,114.00
Painting and Surface Finishes	45,891.88	42.50
Major Plumbing Works	30,645.91	7,074.09
Stairs, Floors and Balconies	0.00	2,300.00
Walls and Ceilings	800.00	0.00
	79,414.29	20,428.77
Surplus/-Deficit For Period	-52,961.11	1,724.68
Balance at beginning of period	81,366.90	79,642.22
	28,405.79	81,366.90

BALANCE AT END OF PERIOD

**NOTES TO AND FORMING PART OF THE ACCOUNTS
FOR 63-69 PRESIDENT AVENUE
Strata Plan 17885**

POSITION AS AT 30th APRIL 2019

30/04/2019

30/04/2018

Note 1 Basis of Accounting

This financial report is a special purpose report prepared for the Owners of the Plan to enable compliance with the requirements of Sections 92 - 93 of the Strata Schemes Management Act 2015.

As it is unlikely that users of this financial report exist who are unable to command the preparation of reports tailored so as to satisfy specifically all of their information needs, the plan is not a reporting entity. Therefore, except where otherwise stated, no Accounting Standards, Urgent Issues Group Interpretations and other authoritative pronouncements of the Australian Accounting Standards Board have been applied.

The accounts have been prepared in accordance with conventional historical costs principles, together with basic concepts of a going concern. The accounts have not been adjusted for changes in the general purchasing power of the dollar and for changes in the price of specific assets. As the accounts have been prepared for the specific purpose as set out above, they report on historical facts and do not contain an assessment of operational issues such as the adequacy of the capital works fund.

Note 2 Accounting for Income & Expenses

The accrual basis of accounting is applied to all levies due and payable as well as insurance claims. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense paid, except where otherwise stated.

Note 3 Levies in Arrears / Advance

The item(s) shown as levies in Arrears / Advance in the Balance Sheet represents the position of all levies in arrears or advance at the balance date plus any other charges incurred during this period. Individual balances are as per Debtors Financial Status Report. This report may include levies raised late this period & not yet due.

Note 4 Insurance Premiums

The amount of commission received (if applicable) by BCS Strata Management Pty Limited is reflected on each successful quote. Such commission does not affect the premium in any way and is disclosed in the management agency agreement.

Note 5 Income Tax

Assessable income such as interest, dividends and other income derived by the Plan from the investment of funds or derived from other personal property as defined in Taxation Ruling TR 2015/3, is taxable at the current rate of 30%. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners as determined by Taxation Ruling TR 2015/3. Individual owners should seek their own independent taxation advice.

NOTES TO AND FORMING PART OF THE ACCOUNTS
FOR 63-69 PRESIDENT AVENUE
Strata Plan 17885

POSITION AS AT 30th APRIL 2019

30/04/2019

30/04/2018

Note 6 Repairs & Maintenance

Doors and Windows	519.67	703.49
Electrical Repairs	211.88	380.00
Garage Doors, Etc.	785.01	424.39
General Repairs	462.38	809.20
Intercom Repairs	0.00	1,151.05
Locks and Keys	240.31	2,504.83
Minor Painting	0.00	63.75
Plumbing	3,893.72	2,330.73
Roof and Guttering Repairs	800.00	1,391.89
Rubbish Removal	3,005.48	1,272.75
Stairs, Floors and Balconies	21.88	21.25
Tree Lopping and Removal	21.88	0.00
Walls and Ceilings	0.00	21.25
Water Penetration Repairs	65.64	42.50
	<u>10,027.85</u>	<u>11,117.08</u>

Note 7 Miscellaneous Expenses

Valuations	0.00	20.64
Sundry Expenses	133.80	61.82
	<u>133.80</u>	<u>82.46</u>



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10 YEAR CAPITAL WORKS FUND PLAN

DATE OF INSPECTION: 19 SEPTEMBER 2022



63-69 PRESIDENT AVENUE, CARINGBAH :: SP17885



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COVERED ITEMS					Identification of Covered Items - 10 Year Capital Works Fund Plan - Cost Estimates (includes GST)										Page 3	
10 Year Plan for:					The Owners of Strata Plan 17885 - 63-69 President Avenue, Caringbah							Strata Plan:		SPI7885		
Period covered by the Plan:					19 September 2022 to 19 September 2032							Plan prepared on:		19 September 2022		
Ser- ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	End of Year 1 Sep-23	End of Year 2 Sep-24	End of Year 3 Sep-25	End of Year 4 Sep-26	End of Year 5 Sep-27	End of Year 6 Sep-28	End of Year 7 Sep-29	End of Year 8 Sep-30	End of Year 9 Sep-31	End of Year 10 Sep-32		
1	Structure															
2	Roof	\$35,000	4	\$40,163				\$40,163								
3	Long term capital items (see page 12)	\$15,000	10	\$23,295										\$23,295		
4	Appendages															
5	Common prop. doors + windows	\$9,200	7	\$12,520							\$12,520					
6	Common property lighting	\$4,000	2	\$4,285		\$4,285										
7	Fire safety services	\$7,500	5	\$8,908					\$8,908							
8	Security gate + motor	\$4,100	3	\$4,546			\$4,546									
9	Waterproofing	\$20,000	1	\$20,700	\$20,700											
10	Guttering + downpipes	\$6,800	10	\$10,560										\$10,560		
11	Distribution boards	\$5,900	6	\$7,683						\$7,683						
12	Balustrades + handrails	\$15,300	6	\$19,925						\$19,925						
13	Clotheslines	\$2,300	5	\$2,732					\$2,732							
14	Other															
15	Internal painting	\$15,000	8	\$21,332								\$21,332				
16	Internal flooring	\$11,000	8	\$15,643								\$15,643				
17	Intercom + security doors	\$3,500	3	\$3,881			\$3,881									
18	Balconies	\$6,900	7	\$9,390							\$9,390					
19	Outside															
20	External painting	\$72,000	9	\$106,999									\$106,999			
21	Utility services, cabinets, conduits	\$1,900	3	\$2,107			\$2,107									
22	Fences	\$7,100	2	\$7,606		\$7,606										
23	Driveway	\$8,400	4	\$9,639				\$9,639								
24	Garden + reticulation	\$4,200	2	\$4,499		\$4,499										
25	Retaining walls	\$5,000	7	\$6,804							\$6,804					
26	Trip slip hazards + stair nosings	\$1,000	1	\$1,035	\$1,035											
27	Stormwater drainage	\$2,200	2	\$2,357		\$2,357										
28	Concrete spalling	\$18,000	1	\$18,630	\$18,630											
29																
30	Line marking + signage	\$1,400	7	\$1,905							\$1,905					
31	Mail boxes	\$1,100	10	\$1,708										\$1,708		
	Total Estimate (rounded)	\$283,800		\$368,850	\$40,365	\$18,746	\$10,533	\$49,802	\$11,639	\$27,608	\$30,619	\$36,975	\$106,999	\$35,563		

*Covered Items are items of a capital and non-recurrent nature.

CONDITION REPORT	Condition Report - 10 Year Capital Works Fund Plan - Method + Reasoning for the Costs Estimates (inc. GST)			Page 4
10 Year Plan for:	The Owners of Strata Plan 17885 - 63-69 President Avenue, Caringbah	Strata Plan:	SP17885	
Period covered by the Plan:	19 September 2022 to 19 September 2032	Plan prepared on:	19 September 2022	

Method and Reasoning						
Serial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	Structure					
2	Roof	\$35,000	4	Contribution towards maintenance of the roof	Average condition	15-20 yrs
3	Long term capital items (see page 12)	\$15,000	10	Contribution towards the repair of the long term capital items (see page 12)		
4	Appendages					
5	Common prop. doors + windows	\$9,200	7	Contribution towards the repair of the common prop. doors + windows	Average condition	7-10 yrs
6	Common property lighting	\$4,000	2	Allowance for the renewal of the common property lighting	Below average cond.	5-7 yrs
7	Fire safety services	\$7,500	5	Contribution towards the renewal of the fire safety services	Average condition	5-7 yrs
8	Security gate + motor	\$4,100	3	Contribution towards the renewal of the security gate + motor	Average condition	7-10 yrs
9	Waterproofing	\$20,000	1	Contribution towards the repair of the waterproofing	Below average cond.	7-10 yrs
10	Guttering + downpipes	\$6,800	10	Contribution towards the repair of the guttering + downpipes	Average condition	11-15 yrs
11	Distribution boards	\$5,900	6	Contribution towards maintenance of the distribution boards	Average condition	11-15 yrs
12	Balustrades + handrails	\$15,300	6	Contribution towards the upgrade of the balustrades + handrails	Average condition	11-15 yrs
13	Clotheslines	\$2,300	5	Contribution towards the replacement of the clotheslines	Average condition	7-10 yrs
14	Other					
15	Internal painting	\$15,000	8	Contribution towards the renewal of the internal painting	Good condition	7-10 yrs
16	Internal flooring	\$11,000	8	Contribution towards the renewal of the internal flooring	Average condition	7-10 yrs
17	Intercom + security doors	\$3,500	3	Contribution towards the repair of the intercom + security doors	Average condition	7-10 yrs
18	Balconies	\$6,900	7	Contribution towards maintenance of the balconies	Average condition	11-15 yrs
19	Outside					
20	External painting	\$72,000	9	Contribution towards the renewal of the external painting	Average condition	7-10 yrs
21	Utility services, cabinets, conduits	\$1,900	3	Contribution towards the repair of the utility services, cabinets, conduits	Average condition	11-15 yrs
22	Fences	\$7,100	2	Allowance for maintenance of the fences	Average condition	15-20 yrs
23	Driveway	\$8,400	4	Contribution towards maintenance of the driveway	Average condition	7-10 yrs
24	Garden + reticulation	\$4,200	2	Contribution towards the renewal of the garden + reticulation	Average condition	5-7 yrs
25	Retaining walls	\$5,000	7	Contribution towards maintenance of the retaining walls	Average condition	5-7 yrs
26	Trip slip hazards + stair nosings	\$1,000	1	Allowance for trip slip hazards + stair nosings	Average condition	
27	Stormwater drainage	\$2,200	2	Contribution towards maintenance of the stormwater drainage	Average condition	7-10 yrs
28	Concrete spalling	\$18,000	1	Contribution towards the repair of the concrete spalling	Below average cond.	5-7 yrs
29						
30	Line marking + signage	\$1,400	7	Allowance for the renewal of the line marking + signage	Good condition	5-7 yrs
31	Mail boxes	\$1,100	10	Contribution towards the repair of the mail boxes	Good condition	7-10 yrs
	Total Estimate (rounded)	\$283,800				

* This means the year after the Plan is prepared.

PAYMENT PLAN		Recommended Annual Capital Works Fund Payment Plan and verification of our Recommendations	
10 Year Plan for:	The Owners of Strata Plan 17885 - 63-69 President Avenue, Caringbah	Strata Plan:	SP17885
Period covered by the Plan:	19 September 2022 to 19 September 2032	Plan prepared on:	19 September 2022

End of Year	Year Ending	Recommended Capital Works Fund Payment	Annual % change in Capital Works Fund Payment	Adjusted Capital Works Payment (increase/decrease)	CW/Fund Balance + Interest + Annual Fund Payment	Costs in each year refer to the table above (page 3)	Capital Works Fund Balance	Interest on the Capital Works Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
							\$79,260	\$594
1	Sep-23	\$26,494			\$106,348	\$40,365	\$65,983	\$495
2	Sep-24	\$27,554	4.00%		\$94,032	\$18,746	\$75,286	\$565
3	Sep-25	\$28,656	4.00%		\$104,506	\$10,533	\$93,973	\$705
4	Sep-26	\$29,802	4.00%		\$124,480	\$49,802	\$74,678	\$560
5	Sep-27	\$30,994	4.00%		\$106,232	\$11,639	\$94,593	\$709
6	Sep-28	\$32,234	4.00%		\$127,536	\$27,608	\$99,928	\$749
7	Sep-29	\$33,523	4.00%		\$134,201	\$30,619	\$103,582	\$777
8	Sep-30	\$34,864	4.00%		\$139,223	\$36,975	\$102,248	\$767
9	Sep-31	\$36,259	4.00%		\$139,274	\$106,999	\$32,275	\$242
10	Sep-32	\$37,709	4.00%		\$70,226	\$35,563	\$34,663	\$260
11	Sep-33	\$39,218	4.00%		\$74,141		\$74,141	\$556

Note: some figures may be rounded

Assumptions		Our Recommendation of the Annual Capital Works Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Capital Works Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Capital Works Fund Payment (negative adjustment) from Column E to ensure that the Capital Works Fund Balance remains positive in each year. Column F includes the Capital Works Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Capital Works Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Capital Works Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Capital Works Fund contribution for Capital Items	\$36,894	
Buffer (or adjustment to the base annual contribution)	-\$10,400	
Recommended Annual Fund Contribution (After Buffer)	\$26,494	
Current Annual Capital Works Fund contribution (as instructed)	\$26,143	
Current Capital Works Fund Balance (as instructed)	\$79,260	
Annual Capital Works Fund Payment increase rate	4.00%	
Adopted Investment Rate after tax	0.75%	

20 July 2023

ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO 17885
63-69 PRESIDENT AVENUE
63-69 PRESIDENT AVENUE, CARINGBAH, NSW, 2229

Dear Owner,

Please find enclosed your notice, agenda, voting paper and associated supporting documents for the upcoming general meeting for Strata Plan 17885.

The Meeting is scheduled to be held as follows:

DATE:	Wednesday 09 August 2023
COMMENCEMENT:	5:00 PM
LOCATION:	Onsite in Basement, 63-69 PRESIDENT AVENUE, CARINGBAH, NSW, 2229

The attached document contains:

- ☒ **Notice of Meeting:** Which details the date, time and location of the meeting.
- ☒ **Agenda:** List of items for consideration at the meeting.
- ☒ **Instructions:** Including attendance, meeting procedures and voting rights.
- ☒ **Attachments:** Supporting documents and forms for voting and updating of your details.

We ask that you read the information carefully as the matters to be considered will impact the running of your scheme and sets out your rights and responsibilities in respect of the meeting.

We encourage you to attend the meeting, however we understand that you may not be able to attend yourself. If you are not able to attend, we have provided the required proxy form to enable you to ensure that votes are recorded for your lot(s). Instructions are also included to assist you with submitting valid proxy forms.

Please also consider registering your email address using the attached form to receive agendas and minutes of meetings, and other notices via email.

If you require any further information or assistance in relation to the meeting, you are welcome to contact our office.

Regards
Caitlin Butler
Licensed Strata Managing Agent
Liability limited by a scheme approved under Professional Standards Legislation.

NOTICE OF ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO 17885
63-69 PRESIDENT AVENUE
63-69 PRESIDENT AVENUE, CARINGBAH, NSW, 2229



Date & Time: The meeting is scheduled to commence at 5:00 PM on Wednesday 09 August 2023.

Please arrive on time.



Location: The meeting will be held at Onsite in Basement, 63-69 PRESIDENT AVENUE, CARINGBAH, NSW, 2229.



Video Conference: Not selected for this meeting



Phone Dial In: Not selected for this meeting

Enter Meeting ID: N/A

Important Notice – COVID 19

To provide the safest possible environment for face-to-face meetings for our staff and customers, we kindly ask that you refrain from attending meetings in person should any of the following apply to you:

- Showing COVID-19 symptoms such as fever, cough, sore throat or shortness of breath. For more information on identifying symptoms of COVID-19, go to www.health.gov.au/resources/publications/coronavirus-covid-19-identifying-the-symptoms, or
- Have been in contact with someone that is confirmed to have COVID-19, or
- Have visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

In this event, please contact your strata manager to discuss what other options are available to you to vote.

Please note that in arranging the venue for face-to-face meetings, we take all possible steps to ensure that the meeting room has sufficient capacity for the meeting to be held. In the unavoidable circumstance that there are more attendees than the number permitted, a face-to-face meeting would need be adjourned to ensure the safety of all attendees. Before adjourning, the owners may agree for non-voting attendees to remove themselves from the meeting if this means that the meeting can then proceed safely.

AGENDA

Preliminaries

COVID-19:

That all in-person attendees (if any) confirm they:

- Do not have any symptoms (even minor) such as fever, cough, sore throat or shortness of breath.
- Do not have a temperature;
- Have not been in contact with anyone that is confirmed to have COVID-19; or
- Have not visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

CHAIRPERSON FOR THE MEETING:

That the meeting elect a chairperson.

CALLING OF THE ROLL:

Those Present; Present by Proxy; Voting rights; Those in Attendance; Apologies.

Motions

1. MINUTES

Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on 13/07/2022, be confirmed as a true record of the proceedings of that meeting.

Explanatory Note

Clause 8 (1) (a) of Schedule 1 to the Act requires that any general meeting of a strata scheme include a form of a motion to confirm the minutes of the last general meeting.

2. COMPLIANCE MEASURES

Motions

2.1. (Annual Fire Safety Statement)

That the Owners Corporation confirms that there are no fire safety measures at the strata scheme and therefore an annual fire safety statement is not required.

Cautionary note from the managing agent: *This motion in no way infers that the strata manager has any knowledge of the existence of any essential fire safety measures that may be present. Your strata manager is not a certified practitioner and as such, is unable to confirm what fire measures are present and/or should be present at your property. We note that an incorrect assessment of these measures may impact your insurance policy coverage in the event of a fire. If you are unsure about the presence of measures, we urge that an expert be engaged, as per motion 2.2, to attend your building and review what fire safety equipment should be in place appropriate for your property's development criteria)*

- 2.2. That the Owners Corporation resolves to obtain, from local council, the strata plan occupation certificate including final fire safety measures that are required to be installed at the building.
- 2.3. That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:
- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
 - b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
 - c. issue the fire safety statement accordingly.
- 2.4. That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with the Act.

Explanatory Note

Pursuant to the Act, the Owners Corporation is required to consider the matter of an annual fire statement and arrangements (AFSS) for obtaining the next fire safety statement. In accordance with the *Environmental Planning and Assessment Regulation*, an AFSS is required for all buildings that have statutory fire safety measures in place (e.g. fire doors, exit signs, smoke alarms, fire hydrant systems). The AFSS is to be provided to the local council and Commissioner of Fire and Rescue NSW. Failure to provide an AFSS may result in fines and/or legal action. Failure to provide an AFSS will also need to be reported to the insurer of the building.

Note - All Essential Fire Safety Measures are required to be maintained by the Owners Corporation in accordance with the *Environmental Planning and Assessment Regulation*.

2.5. (Window safety devices reinspection)

That the Owners – Strata Plan No 17885, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

- 2.6. That following the inspection of window safety devices the Owners – Strata Plan No 17885, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Explanatory Note

To prevent children falling from windows, strata schemes containing residential lots in NSW must be fitted with compliant devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor (where a window is 2 meters above the ground floor outside, and/or less than 1.7 meters above the inside floor surface) by 13 March 2018. The Act places a strict obligation on the owners corporation to maintain the common property inclusive of such devices. Therefore, it is appropriate for the owners corporation to consider the frequency within which they wish to inspect, maintain, and certify such devices. A failure to observe the strict obligation to repair and maintain the common property can result in the owners corporation being sued for damages by a lot owner if the failure to repair can be shown to have resulted in a foreseeable loss suffered by the owner, see section 106 (5) of the Act.

2.7. (Safety Audit Report)

That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Explanatory Note

The conduct of a Safety Audit report is to ensure that the strata scheme meets its obligations under Work Health and Safety legislation.

2.8. (Other compliance measures)

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Explanatory Note

The compliance measures noted in the previous motions are common requirements for landowners and residential buildings such as strata plans. The different design and construction of buildings may result in the common property having items that also need to be checked and maintained to ensure they are in appropriate working order or condition. These additional items may include, for example, anchor points, cooling towers etc. Such items should be noted, and appropriate measures put in place to ensure they are compliant with any required standard and that they are being properly maintained.

3. UTILITIES AGREEMENTS

Motions

- 3.1. That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Explanatory Note

Pursuant to Clause 6 (e) of Schedule 1 to the Act, at each AGM, the owners corporation is required to consider any supply agreements that they have for utilities – electricity, gas etc.

Your current utility agreements, for the common property, are as follows:

Electricity:

- Supplier: AGL Energy
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date:

Water:

- Supplier: Sydney Water
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)

Copies of the above agreements that are on the owners corporations books and records are available, upon written request, from your strata manager or via the on-line portal where applicable.

- 3.2. That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Explanatory Note

As a result of its consideration of the previous motion, if the Owners Corporation determine that it is appropriate to investigate new supply agreements, then the above motion provides the relevant authorisation. Brokers are commonly used to find and secure competitive rates for the supply of utilities within the industry. For a complicated utility arrangement such as an Embedded Network, an external specialist may be required to provide an assessment for which an additional cost may be applicable. Authorising the Managing Agent to share the schemes information and data regarding the utility and scheme is important to ensure the scheme receives a meaningful assessment of the costs involved. Information may include the supply address, ABN, NMI / MIRN, previous utility statements, building size etc. A broker may require a letter of authority to receive the schemes interval data and to approach retailers on behalf of the Owners Corporation. Additional work by the Managing Agent may incur an additional cost at the normal hourly rate noted in the agency agreement.

- 3.3. That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Explanatory Note

Most large market electricity contracts are valid for 2-4 business days due to constraints in the energy industry. Other utility agreements may also be timebound due to volatility in the industry. This motion authorises the Chairperson to approve entry into an energy contract on behalf of the Owners Corporation once a tender analysis or assessment has been provided. The legislation provides that normal utility agreements can only be for a maximum period of 3 years.

4. INSURANCES

Motions

4.1. That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
819356	CHU/QBE COMMUNITYSURE	15 Dec 2023	Fusion Cover	\$10,000.00
			Workers Compensation Insurance	Not Insured
			Voluntary Workers Insurance	\$300,000.00 / \$3,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Paint	Included
			Office Bearers Liability Insurance	\$5,000,000.00
			Machinery Breakdown Insurance	\$10,000.00
			Lot Owner's Fixtures and Improvements	\$250,000.00
			Loss of Rent	\$2,095,350.00
			Legal Defence Expenses	\$100,000.00
			Government Audit Costs	\$25,000.00
			Flood	Selected
			Floating Floors	Included
			Fidelity Guarantee Insurance	\$250,000.00
			Damage (i.e. Building) Policy	\$13,969,000.00
			Common Area Contents	\$139,690.00
			Building Catastrophe	\$4,190,700.00
			Appeal Expenses	\$100,000.00
TOTAL PREMIUM: \$46,225.05				

Date on which the premiums were last paid: **13/12/2022**

- 4.2. That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.
- 4.3. That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.
- 4.4. That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.
- 4.5. That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Explanatory Note

Part 1 provides for the existing insurances to be confirmed.

Part 2 provides for additional insurances.

Part 3 confirms or otherwise a need to have in place workers compensation insurance. Section 164 (1) (a) of the Act notes that certain strata schemes may be required to have in place workers compensation insurance.

Part 4 provides to cover the authorisation of the managing agent to disclose information to the insurer that may affect the coverage of the insurance policy, is a necessary measure to ensure the scheme is appropriately covered in the circumstances where the scheme may have a claim for an insurable event. A claim may be denied if it were ascertained that certain information relevant to the appropriate policy provision was not disclosed.

Part 5 provides authority to ensure that the owners corporations insurances are maintained in the absence of alternate instructions in line with an insurer's or broker's recommendations.

A full copy of the current insurance policies is available upon request through your strata manager.

5. COMMISSIONS AND TRAINING SERVICES

Motions

- 5.1. That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$5,699.95;
- CommunitySure Management fees to parent entity (PICA Group)*1: \$1,628.56
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$6,269.94;
- CommunitySure Management fees to parent entity (PICA Group)*1: \$1,791.42
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.
- insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

**1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.*

Explanatory Note

Pursuant to Section 60 and Clause 9 (g) of Schedule 1 to the Act a form of motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable to the managing agent in the next 12 months.

6. VALUATION

Motions

- 6.1. That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.
- 6.2. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Explanatory Note

The Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016 (see regulation 39) requires that the minimum amount for which a building is to be insured is to be calculated to take into account cost changes over a period of 24 months – a period that represents the possible time it may take to re-build in the event of a total destruction of a building. We recommend that all owners corporations undertake a replacement cost valuation by a registered valuer to ensure that the building(s) is properly insured in accordance with this legislation. The managing agent also suggests that it is prudent to have a valuation undertaken every 2 or 3 years. The last valuation was undertaken on 1/4/22.

7. AUDITOR

Motions

- 7.1. That an auditor be appointed and that auditor be Kelly and Partners.

Explanatory Note

Section 95 of the Act makes it compulsory for large strata schemes (more than 100 Lots) and for schemes with an annual budget of more than \$250,000 to have their financial accounts audited before presentation at the AGM.

Regulation 21 defines the term annual budget to include any income the owners corporation receives from any other source (i.e. other than levies) as well as other amounts held by the owners corporation (e.g. capital works and other reserves) for its use.

8. CAPITAL WORKS FUND PLAN

Motions

- 8.1. That the owners corporation confirms receipt of the capital works analysis prepared by BIV Reports Pty Ltd on 19/09/2022.

9. RESTRICTED MATTERS

Motions

- 9.1. That there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.
- 9.2. That in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

Explanatory Note

Section 36 (3) of the Act and Clause 6 (a) of Schedule 1 to the Act require that the owners corporation decide if any matter or class of matter is to be determined in a general meeting rather than at a strata committee meeting.

Note, changes to the prescribed powers of the strata committee in the form of additional restrictions may require significantly more general meetings and may lead to less timely decision making and additional significant administrative costs.

10. GST REGISTRATION

Motions

- 10.1. That the Owners Corporation resolves to confirm its current GST registration.

Explanatory Note

Where total revenue is more than \$150,000 GST registration is compulsory. This motion is included for the purposes of transparency in as much as levies are being raised plus GST. By being registered for GST, the Strata Schemes may claim the income tax input tax credit, or the GST, paid on contractor's invoices.

11. ENGAGEMENT OF CONTRACTORS

Motions

- 11.1. That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Explanatory Note

The owners corporation has a duty of care to ensure the safety of its owners, tenants, visitors, contractors and any members of the general public who access the common areas of their property. It is therefore essential that any contractors engaged to perform any services at the property assume the same obligations.

The risks involved in engaging contractors are significantly increased when they do not meet the minimum requirements noted in the table above. Any damage caused to property or persons resulting from any accidents or incidents caused by the contractor, places the owners corporation at risk.

As per the strata management agency agreement entered into by the managing agent and the owners corporation, the agent will continue to effect repairs and maintenance, as defined under that agreement, to the common property through the engagement of qualified tradespersons and or companies.

The owners corporation, through its committee, take full responsibility for the engagement and direction of contractors who have not achieved the minimum requirements and understand and acknowledge the associated risks.

The managing agent will take no responsibility for any consequences arising from the engagement of any contractors (including, but not limited to, verification of GST registration and tax liability of the contractors) and will not perform any services other than to provide the administration tasks in relation to the payment of invoices raised by those contractors.

12. ACCOUNTING RECORDS AND BUDGET

Motions

- 12.1. That the financial statements including the statement of key financial information for the period ended **30/04/2023** be adopted.

- 12.2. That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Explanatory Note

Any general consideration of the accounting records and projected estimates of receipts would seem prudent prior to the next motion that deals with a decision as to the size of the Administrative and Capital Works Funds. A copy of the current financial statements is attached to this notice. The scheme's financial statements are prepared to comply with provisions of the Strata Schemes Management Act 2015. Should you have any queries regarding the financial statements or the proposed budget, it is requested that you contact the strata manager prior to the meeting as it may not be possible to answer detailed queries at the meeting.

Section 85 (4) of the Act provides that an owners corporation may resolve that an individual lot owner or lot owners may pay 10 per cent less of a contribution levied provided it is paid before the date on which the levies become due and payable.

13. CONTRIBUTIONS**Motions**

- 13.1. That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$102,779.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/07/2023	\$18,941.50
To be Issued	01/10/2023	\$27,945.83
To be Issued	01/01/2024	\$27,945.83
To be Issued	01/04/2024	\$27,945.84
Total		\$102,779.00

inclusive of GST

- 13.2. That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$26,494.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/07/2023	\$6,535.75
To be Issued	01/10/2023	\$6,652.75
To be Issued	01/01/2024	\$6,652.75
To be Issued	01/04/2024	\$6,652.75
Total		\$26,494.00

inclusive of GST

- 13.3. That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund**Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/07/2024	\$25,694.75
To be Issued	01/10/2024	\$25,694.75
Total		\$51,389.50

inclusive of GST

Capital Works Fund**Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/07/2024	\$6,623.50
To be Issued	01/10/2024	\$6,623.50
Total		\$13,247.00

inclusive of GST

Explanatory Note

The Act requires that the owners corporation determine the level of contributions to be made to the administrative fund and capital works fund. The actual size of the levy for each member of the strata scheme is to be made in the same proportion that their unit entitlement bears to the total unit entitlement for the strata scheme.

14. LEVY COLLECTION PROCEDURES

Motions

- 14.1. That the Owners – Strata Plan 17885, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 17885 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- 14.2. That the Owners – Strata Plan 17885, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.
- 14.3. That the Owners – Strata Plan 17885, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Explanatory Note

The purpose of this motion is to put in place a levy recovery procedure for your strata scheme which will allow the strata managing agent and/or the strata committee to take debt collection and legal action to recover levy arrears, unpaid interest and other debts (such as debt collection/legal costs incurred in recovering levy arrears) against any lot owner in the strata scheme and to comply with the provisions of Section 103 of the Act by authorising the strata manager and/or the strata committee to undertake the levy recovery procedure outlined in the motion. This motion further serves as a notice to all lot owners to be alerted to the strata schemes debt recovery procedure for the recovery of levy arrears, interest and other debts. Levy Recovery Steps 1, 2, 3 and 4 will incur a cost to the plan which will be added to the lot owner's account for reimbursement to your strata account pursuant to Section 86 of the Act. It can be noted that the 'trigger' to engage the services of a debt collection agency and legal assistance is a combination of the expiration of a defined period (106 days) after the levy was due and a monetary value of the debt (\$2,000.00). Although this combination is one recommended by your managing agent, both aspects of this trigger are open for amendment by the owners of the strata scheme.

Section 85 of the Act requires that interest is charged at 10%, neither the strata committee nor the strata managing agent are authorised to waive or refund interest charged. A general meeting motion needs to be resolved to waive or refund interest.

15. PEST CONTROL

That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

Explanatory Note

This motion gives the Owners Corporation the option to have a treatment to the common areas for cockroaches, ants and spiders. This is not a statutory motion.

16. COMMON AREA CARPET QUOTATIONS

Motions

16.1. That the owners corporation – Strata Plan 17885 **SPECIALLY RESOLVES** to change the common area carpets and approves one of the following carpet replacement quotations as attached to this notice.

- Premier Carpets: **\$26,640 incl GST**
- Choices Flooring: **\$19,345.08 incl GST**
- CJay Carpets (Andes Peak): **\$15,796 incl GST (Curtis Rd & President Ave Entrances)**
- CJay Carpets (Magnetic Bay/Pacific): **\$16,544 incl GST (Curtis Rd & President Ave Entrances)**

16.2. That subject to the preceding motion being approved, the owners corporation **SPECIALLY RESOLVES** to change the common property carpet colour in accordance with one of the following options:

MAGNETIC BAY

Solution Dyed Nylon Carpet

Florence 3001
Radical 3002
Horseshoe 3007
Nelly 3006
Rocky 3005
Bolger 3004

ANDES PEAK

Solution Dyed Nylon Carpet

Olca 2404
Patilla 2406
Pico 2420
Merida 2421
Mendoza 2419
Morado 2416
Rimac 2423
Nevada 2409
Toro 2411
Patagonia 2422

Explanatory Note

Examples will be issued to all owners separately in colour format and tabled at the Annual General Meeting.

17. SPECIAL BY-LAW 14 - LOT 11 WORKS

Motions

17.1. Subject to the by-law in the next succeeding motion being approved, The Owners Strata Plan No 17885 **SPECIALLY RESOLVES** pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 11 to the common property on the terms and in the manner as set out in Annexure 1.

17.2. Subject to the preceding motion being approved, The Owners Strata Plan No 17885 **SPECIALLY RESOLVES** pursuant to section 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme as per Annexure 1.

Explanatory Note

Motion requested by lot 11 owner in accordance with the major/minor works program.

18. STRATA COMMITTEE NOMINATIONS

Motions

- 18.1. That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".
- 18.2. That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.
- 18.3. That the number of members of the strata committee be determined.

Explanatory Note

The Act requires that the owners corporation elect a strata committee and allows nominations to be in writing before the commencement of the AGM, or received orally at the meeting. Nominations must be made by an owner of a lot (who may be unfinancial) or any person entitled to vote at a general meeting of the owners corporation. Nominations must be made with the consent of the nominee either in writing before the meeting or verbally at the meeting.

After the chairperson declares nominations have closed, the owners corporation must resolve the size of the committee.

A person who is connected with the original owner or building manager of this strata scheme is not eligible to be elected as a member of the strata committee unless certain provisions are met.

Please refer to Meeting Procedures and Voting Rights for a General Meeting forming part of the meeting papers of the Annual General Meeting which provides further detailed guidance with regard to the Strata Committee election process.

19. STRATA COMMITTEE ELECTION

That the members of the Committee be elected.



Premier Carpets Pty Ltd
ABN 98 133 519 838

Showroom:
Studio 106
30-40 Harcourt Parade
ROSEBERY NSW 2018
Australia

T: +61 2 9310 4455

We have pleasure in submitting our quotation for the supplying and installing new carpet in the Common Areas of SP 17885.

This includes all areas of stairs and landings off both the entrances on President Ave and Curtiss Street.

To Supply, Cut, Make Up and Install either Godfrey Hirst Netcorp or Feltex York Street, both 100% Wool Heavy Duty

Commercial and Stair Rated Carpet. These carpets are similar in quality to your existing carpets.

Our Price on these products is \$26,640.00 inc G.S.T. This price includes the take up and removal of the old carpet and underlay.

This Quotation is valid for 30 days and after that time may be reviewed.

Should you wish to proceed with us we will require a 50% deposit on placement of order, with the balance due prior to the

commencement of installation.

Please contact us if we can assist you further.

Customer
Details

Strata Plan 17885
63-69 President Avenue
Caringbah NSW 2229

Installation/Delivery Address

63-69 President Avenue
Caringbah NSW 2229

Ph: 0481 764 384 Mob:

Please find the details of your Quote below and feel free to contact us on the number above if you have any queries. Regards, Carmen Donnelly

Category	Description	Colour Name
Carpet	Netcorp	
Installation - Carpet	Carpet Take Up & Disposal	
Installation - Carpet	Common Area Carpet Install	
Installation - Carpet	Doorway Joins Stairs & Landings	
Underlay	Excellay	
Installation - Carpet	Steps - Standard Carpet	

Quote Valid Until 23/07/2023

A Deposit of \$9672.54 is required for an order to be processed

Payment Terms: COD

Charges may apply for Credit Cards

Sub Total (Ex GST)	\$ 17586.44
GST	\$ 1758.64
Total (Incl GST)	\$ 19345.08
Payment Received	\$ 0.00
Balance	\$ 19345.08

Room Name

Comments
To supply and install "Netcorp" 100% Wool Commercial Grade carpet (colour TBC) on Springtred "Excellay" Commercial Slab underlay to Common Areas (two stairwells). Price includes take up and disposal of existing floor coverings .
Please note : Price does not include supplying or fitting of Stair Nosings (currently none exist). Access to doors to all Units must be provided on days of installation. Failure to provide access on specified days will incur "Call Back" surcharges.
Payment Terms 50% payable at time of order 40% payable before installation 10% payable at installation (COD)

Payment for Quote 208530

Payment Type: ☐ Cash ☐ Cheque ☐ Mastercard ☐ Visa ☐ Direct Payment

Card Number: _____

Cardholder's Name: _____

Expiry Date: ____/____/____ CCV: ____

Amount: _____

Signature: _____

Direct Payment Details

Acc NAME: All Seams Good Pty Ltd

Acc BSB: 082-367

Acc NUMBER: 488622718

Please enter the Quote number in the Comments of a Funds Transfer

Notations

1. This Order assumes the sub-floor meets the required Australian Standard prior to installation.
2. Testing will be carried out for moisture content if deemed required, PH and planeness prior to the installation commencing. If testing determines that further floor preparation is required then this will be quoted separately.
3. A temperature controlled environment to acclimatize floor covering must be provided by the builder, building owner or end user in accordance with Australian Standards prior and during the installation process. This will be discussed with the interested parties as to the relevance/requirements of this at each and every situation.

TERMS AND CONDITIONS OF SUPPLY

The following conditions shall apply unless otherwise agreed in writing.

Definitions

In these conditions:

"Agreement" means any agreement formed if this order is accepted;

"Business Day" means Monday to Friday excluding public holidays;

"Company" means Choices Flooring Caringbah;

"Customer" means the customer stated above, jointly and severally if there is more than one, acquiring goods or services from the Company;

"Goods" means goods supplied by the Company to the Customer;

"Services" means services supplied by the Company to the Customer;

"Terms" means these Terms and Conditions of Supply.

1. The Company will make every effort to complete the work by the estimated date of supply or installation but it cannot be held responsible for delays due to circumstances beyond its control. In this case, the Company will complete the work as soon as reasonably possible. The customer, however, has the right to terminate the Agreement without penalty for unreasonable delays beyond the estimated date of supply or installation.

2. In addition to payment of the price of goods and services, the Customer must pay any GST and any other taxes or duties imposed on the goods and services.

3. If the Customer requests any variation to the Agreement, the Company may increase the price to account for the variation.

4. A part-payment may be required upon placement of the Customer's order if stated on the Order.

5. Under Australian Consumer Law (ACL) once a contract is signed or accepted by both parties, it is legally binding. If the Customer cancels the order prior to work being commenced the Retailer is not obliged to offer a refund. If the Retailer chooses to offer a refund it will be less any reasonable costs (such as the manufacturers restocking fee, warehousing, packaging and freight costs etc.) incurred by the Company.

6. Where the Customer work has commenced and the Customer cancels the contract, the Company reserves the right to retain part or all of the Customer's part payment as a contribution to cover the Company's lost expenses and handling charges.

7. In the event that the Company is unable to supply all of the order, any deposit paid by the Customer in relation to that supply shall be returned to the Customer.

8. Unless otherwise agreed in writing the Company reserves the right to require payment in full on installation of the goods, or where there is no installation, upon delivery of the goods.

9. If the Customer defaults in payment by the due date then all money becomes immediately due and payable and the Company may, without prejudice to any other remedy available to it:

- (a) charge the Customer interest at the rate of 11% per annum until the date of payment in full;
- (b) charge the Customer for all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitor's costs) on a full indemnity basis;
- (c) cease or suspend supply of any further goods or services to the Customer;
- (d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by the Company.

10. Ownership of the goods on this order will not pass to the Customer until the invoice has been paid in full.

11. The Customer shall provide, without expense to the Company, proper access to the site, including adequate light, water and power for the completion of the services.

12. Unless otherwise stated in the "Description of Works" the Customer must at their own expense, uplift any existing floor coverings or window furnishings (if relevant), and clear the area on which the floor coverings are to be laid, including the moving of furniture and electrical and gas appliances (and any disconnecting and reconnecting required).

13. Unless otherwise stated in the "Description of Works" the Customer will arrange for the removal, cutting and replacing of doors.

14. The Customer accepts responsibility for all unforeseen costs and expenses incurred prior to work commencing such as increased transport or installation costs. If the Customer does not accept these additional costs, it may terminate the Agreement prior to work commencing.

15. Non-stock items specifically ordered by the Customer cannot be returned for credit. This does not apply where the Company is found to be in breach of the Agreement or any of the implied statutory warranties under State and Commonwealth consumer protection legislation.

16. In the event that the Company is unable to supply part of an order, the Customer is entitled to cancel the entire Agreement.

17. Pile reversal is a characteristic of appearance which has no detrimental effect on the durability or life of the carpet. Pile reversal is not a manufacturing defect and neither the manufacturer nor the Company can accept claims on carpet which may be affected by pile reversal, except in extreme cases of pile reversal where the manufacturer deems the carpet to be defective.

18. The goods come with warranties under Australian Consumer Law: For instance, where goods are supplied by sample the following statutory warranties are implied;

- (a) that the bulk of supply will correspond in quality;
- (b) that the Customer will have a reasonable opportunity to compare the bulk with the sample;
- (c) that the goods will be free from any defect, rendering them unmerchantable, that would not be apparent on reasonable inspection of the sample.

19. At the time of quotation, the Company must use its due care or skill to conduct an inspection of the floors and inform the Customer of any defects apparent at the time. If defects are not apparent, the Company must inform the Customer of the possibility of additional costs being incurred if defects are found at the commencement of installation. Where the floors are improperly prepared, the Company will notify the Customer of the need to rectify the defective condition, and thereafter it will be the responsibility of the Customer to carry out such rectification work as may be required.

20. Nothing in these Terms is to be interpreted as excluding, restricting or modifying the application of Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

21. Reasonable skill and care will be exercised, however the Company will not accept responsibility for any loss or damage occasioned in the moving of household effects, nor for any damage caused to walls, skirting boards or paintwork, unless negligent.

Reference: Quote 208530 for Customer Strata Plan 17885

I Acknowledge that I have read, understand and agree to the Notations and Terms and Conditions of Supply:

Sign: _____ Date: ____/____/____

CJay Carpets

ABN: 86022792509

Phone: 0435 128 867 / 0474 738 355

Email: cjaycarpets@gmail.com

Quotation

DATE June 30, 2023

Quotation # 230630MTB

Quotation valid until: July 30, 2023

To:

bcs_miranda@bcssm.com.au

Phone:

0488 287579

Comments or special instructions:

Quote is applicable for Common Areas to 63-69
President Avenue, Caringbah

ENTRANCE OFF CURTIS ST

Carpet: Andes Peak

Colour: TBC

- Take Up & Disposal (IF REQUIRED)	\$ 600.00
- Move Furniture (IF REQUIRED)	N/A
Supply & Install of:	
- 40.1 Lineal Meters of 9mm Foam Underlay	\$ 800.00
- 40.1 Lineal Meters Carpet	\$ 6,420.00
- Trims / Naplocks x 1 to basement doorway	\$ 50.00
- Ramps	N/A
Technical Labour:	
- Technical Labour to 42 x Straight Steps	\$ 420.00
SUBTOTAL	\$ 8,290.00
+ GST @ 10%	\$ 829.00
TOTAL	\$ 9,119.00

If you have any questions concerning this quotation please call or email as per details above

THANK YOU FOR YOUR BUSINESS!

PLEASE NOTE

- UPON CONFIRMATION OF ENGAGEMENT A 50% DEPOSIT WILL BE REQUIRED TO SECURE CARPET FROM SUPPLIER (WHICH WILL THEN BE DEDUCTED FROM YOUR FINAL INVOICE)

CJay Carpets

ABN: 86022792509

Phone: 0435 128 867 / 0474 738 355

Email: cjaycarpets@gmail.com

Quotation

DATE June 30, 2023

Quotation # 230630MT

Quotation valid until: July 30, 2023

To:

bcs_miranda@bcssm.com.au

Phone:

0488 287579

Comments or special instructions:

Quote is applicable for Common Areas to 63-69
President Avenue, Caringbah

ENTRANCE OFF PRESIDENT AVENUE

Carpet: Andes Peak

Colour: TBC

- Take Up & Disposal (IF REQUIRED)	\$ 430.00
- Move Furniture (IF REQUIRED)	N/A
Supply & Install of:	
- 40.1 Lineal Meters of 9mm Foam Underlay	\$ 575.00
- 40.1 Lineal Meters Carpet	\$ 4,595.00
- Trims / Naplocks x 1 to basement doorway	\$ 50.00
- Ramps	N/A
Technical Labour:	
- Technical Labour to 42 x Straight Steps	\$ 420.00
SUBTOTAL	\$ 6,070.00
+ GST @ 10%	\$ 607.00
TOTAL	\$ 6,677.00

If you have any questions concerning this quotation please call or email as per details above

THANK YOU FOR YOUR BUSINESS!

PLEASE NOTE

- UPON CONFIRMATION OF ENGAGEMENT A 50% DEPOSIT WILL BE REQUIRED TO SECURE CARPET FROM SUPPLIER (WHICH WILL THEN BE DEDUCTED FROM YOUR FINAL INVOICE)

CJay Carpets

ABN: 86022792509

Phone: 0435 128 867 / 0474 738 355

Email: cjaycarpets@gmail.com

Quotation

DATE June 30, 2023

Quotation # 230630MTC

Quotation valid until: July 30, 2023

To:

bcs_miranda@bcssm.com.au

Phone:

0488 287579

Comments or special instructions:

Quote is applicable for Common Areas to 63-69
President Avenue, Caringbah

ENTRANCE OFF CURTIS ST

Carpet: Magnetic Bay / Pacific

Colour: TBC

- Take Up & Disposal (IF REQUIRED)	\$ 600.00
- Move Furniture (IF REQUIRED)	N/A
Supply & Install of:	
- 40.1 Linear Meters of 9mm Foam Underlay	\$ 800.00
- 40.1 Linear Meters Carpet	\$ 6,820.00
- Trims / Naplocks x 1 to basement doorway	\$ 50.00
- Ramps	N/A
Technical Labour:	
- Technical Labour to 42 x Straight Steps	\$ 420.00
SUBTOTAL	\$ 8,690.00
+ GST @ 10%	\$ 869.00
TOTAL	\$ 9,559.00

If you have any questions concerning this quotation please call or email as per details above

THANK YOU FOR YOUR BUSINESS!

PLEASE NOTE

- UPON CONFIRMATION OF ENGAGEMENT A 50% DEPOSIT WILL BE REQUIRED TO SECURE CARPET FROM SUPPLIER (WHICH WILL THEN BE DEDUCTED FROM YOUR FINAL INVOICE)

CJay Carpets

ABN: 86022792509

Phone: 0435 128 867 / 0474 738 355

Email: cjaycarpets@gmail.com

Quotation

DATE June 30, 2023

Quotation # 230630MTA

Quotation valid until: July 30, 2023

To:

bcs_miranda@bcssm.com.au

Phone:

0488 287579

Comments or special instructions:

Quote is applicable for Common Areas to 63-69
President Avenue, Caringbah

ENTRANCE OFF PRESIDENT AVENUE

Carpet: Magnetic Bay / Pacific

Colour: TBC

- Take Up & Disposal (IF REQUIRED)	\$ 430.00
- Move Furniture (IF REQUIRED)	N/A
Supply & Install of:	
- 40.1 Lineal Meters of 9mm Foam Underlay	\$ 575.00
- 40.1 Lineal Meters Carpet	\$ 4,875.00
- Trims / Naplocks x 1 to basement doorway	\$ 50.00
- Ramps	N/A
Technical Labour:	
- Technical Labour to 42 x Straight Steps	\$ 420.00
SUBTOTAL	\$ 6,350.00
+ GST @ 10%	\$ 635.00
TOTAL	\$ 6,985.00

If you have any questions concerning this quotation please call or email as per details above

THANK YOU FOR YOUR BUSINESS!

PLEASE NOTE

- UPON CONFIRMATION OF ENGAGEMENT A 50% DEPOSIT WILL BE REQUIRED TO SECURE CARPET FROM SUPPLIER (WHICH WILL THEN BE DEDUCTED FROM YOUR FINAL INVOICE)

ANNEXURE 1

SPECIAL BY-LAW NO 14 - Lot 11 Works

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 1 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 1, the following definitions are also adopted:

(a) **'Major/Minor Works'** means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

(i) Kitchen Renovation

(ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) **'Lot'** means 11 in strata plan 17885.

(c) **'Plans'** means the plans/drawings supplied by owner and dated 18/7/23 a copy of which are attached to this bylaw.

Please refer to, Annexure A – Lot 11, Annexure C – Lot 11 & Lot 11 – Kitchen Plans.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. ☒ FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Samuel Bathis UNIT/LOT NUMBER 11

CONTACT TELEPHONE (list all) 0419933375

EMAIL sambathis3392@gmail.com

LOCATION: ☒ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☒ PAINTING ☐ TILING ☒ FLOOR SURFACES ☒ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☒ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER

PREFERRED DATE OF WORKS STARTING 10.8.23 ENDING 20.8.23

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS
 AND EITHER: ☐ PLAN BY ARCHITECT (if available)
 OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. ☒ for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: [Signature] DATE: 18.7.23

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: DATE:

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE:

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: DATE:

Annexure "C"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/we, Samuel Bathis, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
Kitchen renovation to be carried out by me/us as the owner/s of lot 11
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated: 18.7.23

Signature of [Signature]

Owner of Lot 11

cc: The Owners – Strata Plan No 17885

LOT 11 PROPOSED KITCHEN RENOVATION PLANS

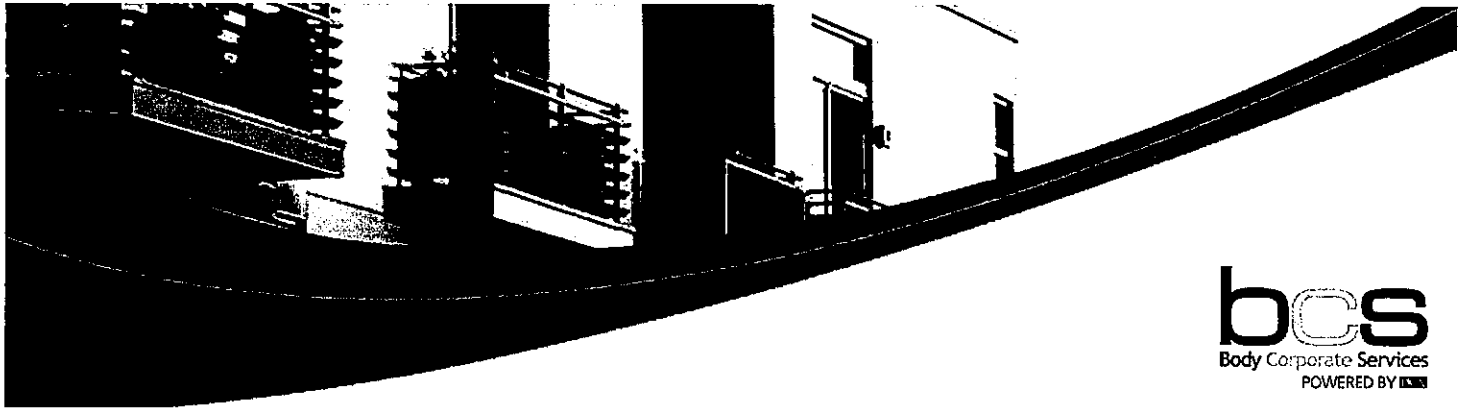
- ***As per email dated 18 July 2023***

I'm looking to get a kitchen renovation around mid August, not sure on exact dates yet.

The kitchen is very outdated and just looking to basically get new cabinetry, new benches, stove oven etc. Not sure on flooring yet.

Seeking approval for:

- **Replacing kitchen cabinetry**
- **Replacing Benchtop**
- **New appliances (stove, oven etc)**
- **(Potential) Change in kitchen flooring**



MINUTES OF PAPER COMMITTEE MEETING

Under Schedule 2(9)(2) of the *Strata Schemes Management Act 2015*

The Owners – Strata Plan No 17885
63-69 PRESIDENT AVENUE
63-69 PRESIDENT AVENUE, CARINGBAH, NSW, 2229

These are the minutes of the Strata Committee Meeting, held under Schedule 2 (9) (2) of the *Strata Schemes Management Act 2015*, for The Owners – Strata Plan No 17885 on Wednesday 23 November 2022 commencing at 4:00 PM.

Represented

<u>NAME</u>	<u>CAPACITY</u>
GRAHAME HALE – LOT 1	ELECTRONIC VOTE
MATHEW THOMAS – LOT 2	ELECTRONIC VOTE
REBECCA RYAN – LOT 5	ELECTRONIC VOTE
PAM KEATING – LOT 7	ELECTRONIC VOTE
ANDREW ESQUILANT – LOT 13	ELECTRONIC VOTE

In Attendance

Caitlin Butler representing BCS Strata Management Pty Ltd.

Chairperson

Caitlin Butler representing BCS Strata Management Pty Ltd (Under Delegated Authority)

Secretary

Caitlin Butler representing BCS Strata Management Pty Ltd (Under Delegated Authority)

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

- 1.1 That members of the strata committee declare any direct or indirect pecuniary interest in relation to a motion being considered at this meeting and confirm that they will abstain from voting on such motions.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Motion Result: CARRIED

2. MINUTES

- 2.1 That the minutes of the last Strata Committee meeting, held on **13/07/2022**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: CARRIED

3. NSW STRATA HUB - MANAGING AGENT DELEGATION

- 3.1 That the strata committee acknowledge and authorise the following:
- a. Delegate to the strata manager the function of uploading available information/documents in the books and records required to comply with the Strata Schemes Management Regulations relating to the Office of Fair Trading "strata hub" in accordance with the existing terms of the Managing Agency Agreement.
 - b. Approve the payment of the strata manager's fees (additional services) for the work required at a rate of \$195.00 plus GST for initial upload of content and \$130.00* plus GST per annum for ongoing annual updating of Hub content in accordance with the existing terms of the Managing Agency Agreement.
 - c. Acknowledge the prescribed fee of \$3.00 per lot per annum (GST Exempt inclusive of any utilities lots) payable by the Owners Corporation to Service NSW and authorise managing agent to process the requisite payment on behalf of the Owners Corporation inclusive of any associated merchant fees.

Motion Result: CARRIED

- 3.2 That the strata committee confirms the emergency contact for the scheme to be entered into the Strata Hub is the after-hours customer care line of the Managing Agent.

Motion Result: CARRIED

Closure

There being no further business the Chairperson declared the meeting closed at 5:00PM

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.



MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 17885
63-69 PRESIDENT AVENUE
63-69 PRESIDENT AVENUE, CARINGBAH, NSW, 2229

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 17885 held at Onsite in Garages, 63-69 PRESIDENT AVENUE, CARINGBAH, NSW, 2229 commencing at 6:00 PM on Wednesday 13 July 2022.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
1	GRAHAME HALE	OWNER PRESENT
2	MATHEW ERIN THOMAS	OWNER PRESENT
5	REBECCA KATE RYAN	OWNER PRESENT
6	JOCELYN LONG	PROXY PRESENT – PAM KEATING LOT 7
7	PAMELA KEATING	OWNER PRESENT
12	AGOSTINA GAROLA	OWNER PRESENT
13	ELLIE ESQUILANT	PROXY PRESENT – ANDREW ESQUILANT

In Attendance

CAITLIN BUTLER REPRESENTING BCS STRATA MANAGEMENT PTY LTD.
ELLIE ESQUILANT – LOT 13

Chairperson

CAITLIN BUTLER REPRESENTING BCS STRATA MANAGEMENT PTY LTD (Under delegation)

Secretary

CAITLIN BUTLER REPRESENTING BCS STRATA MANAGEMENT PTY LTD (Under delegation)

Apologies

NIL

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 18/04/2022, be confirmed as a true record of the proceedings of that meeting.

Motion Result: CARRIED

2. COMPLIANCE MEASURES

2.1 **(Annual Fire Safety Statement)**

That the Owners Corporation confirms that there are no fire safety measures at the strata scheme and therefore an annual fire safety statement is not required.

Cautionary note from the managing agent: *This motion in no way infers that the strata manager has any knowledge of the existence of any essential fire safety measures that may be present. Your strata manager is not a certified practitioner and as such, is unable to confirm what fire measures are present and/or should be present at your property. We note that an incorrect assessment of these measures may impact your insurance policy coverage in the event of a fire. If you are unsure about the presence of measures, we urge that an expert be engaged, as per motion 2.2, to attend your building and review what fire safety equipment should be in place appropriate for your property's development criteria)*

Motion Result: CARRIED

NOTE: The owners confirmed there are fire safety items at the scheme, however no compulsory AFSS and fire items are inspected bi-annually by Juno Fire.

- 2.2 That the Owners Corporation resolves to obtain, from local council, the strata plan occupation certificate including final fire safety measures that are required to be installed at the building.

Motion Result: LOST

- 2.3 That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

Motion Result: LOST

- 2.4 That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with the Act.

Motion Result: LOST

2.5 (Window safety devices reinspection)

That the Owners – Strata Plan No 17885, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Motion Result: CARRIED

TASK ID 6494882

- 2.6 That following the inspection of window safety devices the Owners – Strata Plan No 17885, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion Result: CARRIED

2.7 (Safety Audit Report)

That the owners corporation review the safety audit report prepared by BIV Reports Pty Ltd on 30/09/2021 and what actions have been taken to date and those yet to be undertaken and an updated report be obtained.

Motion Result: CARRIED

2.8 (Other compliance measures)

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Motion Result: CARRIED

3. UTILITIES AGREEMENTS

- 3.1 That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Motion Result: CARRIED

- 3.2 That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Motion Result: CARRIED

- 3.3 That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Motion Result: CARRIED

NOTE: The owners requested an Australian Owner Energy Provider be sourced if possible.

4. INSURANCES

- 4.1 That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
819356	CHU/QBE COMMUNITYSU RE	15 Dec 2022	Lot Owner's Fixtures and Improvements	\$250,000.00
			Legal Defence Expenses	\$100,000.00
			Government Audit Costs	\$25,000.00
			Fusion Cover	Not Insured
			Flood	Selected
			Floating Floors	Included
			Fidelity Guarantee Insurance	\$250,000.00
			Community Income	Not Insured
			Appeal Expenses	\$100,000.00
			Loss of Rent	\$2,095,000.00
			Damage (i.e. Building) Policy	\$13,969,000.00
			Common Area Contents	\$139,690.00
			Building Catastrophe	\$4,190,700.00
			Workers Compensation Insurance	Not Insured
			Voluntary Workers Insurance	\$300,000.00 / \$3,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Paint	Included
			Office Bearers Liability Insurance	\$5,000,000.00
			Machinery Breakdown Insurance	\$10,000.00
TOTAL PREMIUM: \$23,544.17				

Date on which the premiums were last paid: 08/12/2021

Motion Result: CARRIED

- 4.2 That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion Result: LOST

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion Result: CARRIED

NOTE: Owners corporation make special note that they do not employ workers and do not intend on employing workers.

- 4.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Motion Result: CARRIED

- 4.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion Result: CARRIED

5. COMMISSIONS AND TRAINING SERVICES

- 5.1 That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$2,869.34;
- CommunitySure Management fees to parent entity (PICA Group)*1: \$819.81
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$3,156.27;
- CommunitySure Management fees to parent entity (PICA Group)*1: \$901.79
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.
- insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

*1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.

Motion Result: CARRIED

6. VALUATION

- 6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion Result: LOST

- 6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion Result: LOST

7. APPOINTMENT OF MANAGING AGENT

- 7.1 That in accordance with Section 49 (2) of the Strata Schemes Management Act 2015 (the Act):
- a. BCS Strata Management Pty Ltd be appointed as strata managing agent of Strata Scheme No. 17885;
 - b. the Owners Corporation delegate to the Agent all of the functions of:
 - i. the Owners Corporation (other than those listed in section 52 (2) of the Act); and
 - ii. its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement attached to the notice of the meeting; and
 - c. the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
 - d. the Owners Corporation execute the Agreement to give effect to this appointment and delegation.

Motion Result: CARRIED

8. AUDITOR

- 8.1 That an auditor be appointed and that auditor be Kelly & Partners.

Motion Result: LOST

9. CAPITAL WORKS FUND PLAN

- 9.1 That the owners corporation confirms receipt of the capital works analysis prepared by BIV Reports Pty Ltd on 02/05/2017.

Motion Result: CARRIED

TASK ID 6494970

NOTE: Owners corporation resolved to obtain an updated 10 year capital works plan.

10. RESTRICTED MATTERS

- 10.1 That there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.

Motion Result: LOST

- 10.2 That in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

Motion Result: CARRIED

NOTE: Owners corporation resolved to place a \$10,000.00 restriction on the strata committee.

11. GST REGISTRATION

- 11.1 That the Owners Corporation resolves to confirm its current GST registration.

Motion Result: CARRIED

12. ENGAGEMENT OF CONTRACTORS

- 12.1 That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion Result: CARRIED

13. ACCOUNTING RECORDS AND BUDGET

- 13.1 That the financial statements including the statement of key financial information for the period ended 30/04/2022 be adopted.

Motion Result: CARRIED

- 13.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion Result: CARRIED

14. CONTRIBUTIONS

- 14.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$75,766.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/07/2022	\$18,586.42
To be Issued	01/10/2022	\$19,059.86
To be Issued	01/01/2023	\$19,059.86
To be Issued	01/04/2023	\$19,059.86
Total		\$75,766.00

inclusive of GST

Motion Result: CARRIED

- 14.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$26,143.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/07/2022	\$7,634.28
To be Issued	01/10/2022	\$6,169.57
To be Issued	01/01/2023	\$6,169.57
To be Issued	01/04/2023	\$6,169.58
Total		\$26,143.00

inclusive of GST

Motion Result: CARRIED

- 14.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund

Interim Periods

Levy Status	Due date	Amount
To be Issued	01/07/2023	\$18,941.50
To be Issued	01/10/2023	\$18,941.50
Total		\$37,883.00

inclusive of GST

Capital Works Fund

Interim Periods

Levy Status	Due date	Amount
To be Issued	01/07/2023	\$6,535.75
To be Issued	01/10/2023	\$6,535.75
Total		\$13,071.50

inclusive of GST

Motion Result: CARRIED

15. LEVY COLLECTION PROCEDURES

- 15.1 That the Owners – Strata Plan 17885, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 17885 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Motion Result: CARRIED

- 15.2 That the Owners – Strata Plan 17885, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Motion Result: CARRIED

- 15.3 That the Owners – Strata Plan 17885, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Motion Result: CARRIED

16. PEST CONTROL

Motions

- 16.1. That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

Motion Result: LOST

17. VOTING BY ELECTRONIC MEANS

- 17.1 That pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting wholly by electronic pre-meeting voting for the next general meeting of the owners corporation.

Motion Result: CARRIED

18. SPECIAL BY-LAW 7 - LOT 29 WORKS

- 18.1 Subject to the by-law in the next succeeding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 29 to the common property on the terms and in the manner as set out in the by-law.

Motion Result: CARRIED

- 18.2 Subject to the preceding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme as per Annexure 1.

Motion Result: CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 241.

Total Unit Entitlements cast against the motion were: 0

Total abstained Unit Entitlements: 0

As not more than 25% of the UE's were cast against the motion, the motion is CARRIED

19. SPECIAL BY-LAW 8 - LOT 25 WORKS

- 19.1 Subject to the by-law in the next succeeding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 25 to the common property on the terms and in the manner as set out in the by-law.

Motion Result: CARRIED

- 19.2 Subject to the preceding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme as per Annexure 2.

Motion Result: CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 241.

Total Unit Entitlements cast against the motion were: 0

Total abstained Unit Entitlements: 0

As not more than 25% of the UE's were cast against the motion, the motion is CARRIED

20. SPECIAL BY-LAW 9 - LOT 30 WORKS

- 20.1 Subject to the by-law in the next succeeding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 30 to the common property on the terms and in the manner as set out in the by-law.

Motion Result: CARRIED

- 20.2 Subject to the preceding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme as per Annexure 3.

Motion Result: CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 241.

Total Unit Entitlements cast against the motion were: 0

Total abstained Unit Entitlements: 0

As not more than 25% of the UE's were cast against the motion, the motion is CARRIED

21. SPECIAL BY-LAW 13 - LOT 16 WORKS

- 21.1 Subject to the preceding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme as per Annexure 4.

Motion Result: CARRIED

- 21.2 Subject to the by-law in the next succeeding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 16 to the common property on the terms and in the manner as set out in the by-law.

Motion Result: CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 241.

Total Unit Entitlements cast against the motion were: 0

Total abstained Unit Entitlements: 0

As not more than 25% of the UE's were cast against the motion, the motion is CARRIED

22. SPECIAL BY-LAW 11 - LOT 5 WORKS

- 22.1 Subject to the by-law in the next succeeding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 5 to the common property on the terms and in the manner as set out in the by-law.

Motion Result: Passed by Simple Majority

- 22.2 Subject to the preceding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme as per Annexure 5.

Motion Result: CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 241.

Total Unit Entitlements cast against the motion were: 0

Total abstained Unit Entitlements: 0

As not more than 25% of the UE's were cast against the motion, the motion is CARRIED

23. SPECIAL BY-LAW 12 - LOT 16 WORKS

- 23.1 Subject to the by-law in the next succeeding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 16 to the common property on the terms and in the manner as set out in the by-law.

Motion Result: CARRIED

- 23.2 Subject to the preceding motion being approved, The Owners Strata Plan No 17885 SPECIALLY RESOLVES pursuant to section 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme as per Annexure 6.

Motion Result: CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 241.

Total Unit Entitlements cast against the motion were: 0

Total abstained Unit Entitlements: 0

As not more than 25% of the UE's were cast against the motion, the motion is CARRIED

24. PARKING BOLLARDS

- 24.1 That pursuant to a special resolution in accordance with section 108 of the Strata Schemes Management Act, 2015, the Owners Corporation authorise the installation of bollards to the grassed area next to the common property driveway to prevent vehicles parking in this area and damaging the lawns.

Motion Result: CARRIED

- 24.2 The subject to the proceeding motion being approved, the owners corporation authorises the strata managing agent to obtain quotations for the installation and delegate the authority to the strata committee to approve a quotation and instruct the strata managing agent to issue a work order.

Motion Result: CARRIED

TASK ID 6494950

NOTE: Quote request to be issued for bollards to be installed on President Avenue & Curtis Street.

Total Unit Entitlements (UE) of votes cast on this motion were: 241.

Total Unit Entitlements cast against the motion were: 0

Total abstained Unit Entitlements: 0

As not more than 25% of the UE's were cast against the motion, the motion is CARRIED

25. LETTERBOX WATERPROOFING/REPLACEMENT

Motions

- 25.1. That the Owners Corporation instructs the Strata Managing Agent to obtain quotations to upgrade the letterboxes and/or carry out waterproofing to the letterbox and authorise the strata managing agent to issue a work order to proceed with the chosen quotation.

Motion Result: CARRIED

TASK ID 6494985

26. STRATA COMMITTEE NOMINATIONS

- 26.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Motion Result: CARRIED

- 26.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion Result: CARRIED

- 26.3 That the number of members of the strata committee be SIX (6).

Motion Result: CARRIED

27. STRATA COMMITTEE ELECTION

That the following have been have been elected to the committee.

ANDREW ESQUILANT – LOT 13	NOMINATED BY LOT 13 OWNER
AGOSTINA GAROLA – LOT 12	SELF NOMINATED
GRAHAME HALE – LOT 1	SELF NOMINATED
PAMELA KEATING – LOT 7	SELF NOMINATED
REBECCA RYAN – LOT 5	SELF NOMINATED
MATTHEW THOMAS – LOT 2	SELF NOMINATED

Closure

There being no further business the Chairperson declared the meeting closed at 06:45 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

BCS Strata Management Pty Ltd
ABN 86010633351

Locked Bag 22, Haymarket NSW 1238
bcs_miranda@bcssm.com.au
bcssm.com.au

Ph. (02)95895600



**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 17885**

**ADDRESS OF THE STRATA SCHEME: 63-69 PRESIDENT AVENUE
63-69 PRESIDENT AVENUE CARINGBAH**

**DATE, PLACE & TIME
OF MEETING:** The Strata Committee of The Owners - Strata Plan No. **17885** held a meeting immediately following the Annual General Meeting of the Owners Corporation on **Wednesday, 13 July**. Meeting commenced at **06:46 PM**.

REPRESENTED: GRAHAME HALE – LOT 1
MATTHEW THOMAS – LOT 2
REBECCA RYAN – LOT 5
PAMELA KEATING – LOT 7
AGOSTINA GAROLA – LOT 12
ANDREW ESQUILANT – LOT 13

IN ATTENDANCE: CAITLIN BUTLER OF BCS STRATA MANAGEMENT PTY LTD
ELLIE ESQUILANT – LOT 13

CHAIRPERSON: CAITLIN BUTLER OF BCS STRATA MANAGEMENT PTY LTD
(Under delegation)

SECRETARY: CAITLIN BUTLER OF BCS STRATA MANAGEMENT PTY LTD
(Under delegation)

APOLOGIES: NIL

1. DISCLOSURE OF PECUNIARY INTERESTS

Motions

- 1.1. That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

CARRIED

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN NO. 17885**

**ADDRESS OF THE STRATA SCHEME: 63-69 PRESIDENT AVENUE
63-69 PRESIDENT AVENUE CARINGBAH**

2. MINUTES

Motions

- 2.1. That the minutes of the last Strata Committee meeting, held on **07/12/2021**, be confirmed as a true record and account of the proceedings at that meeting.

CARRIED

3. OFFICE BEARERS

Motions

- 3.1. That the chairperson, secretary and treasurer of the Strata Committee be appointed.

CHAIRPERSON: REBECCA RYAN – LOT 5

SECRETARY: MATT THOMAS – LOT 2

TREASURER: GRAHAME HALE – LOT 1

CARRIED

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

Motions

- 4.1. That AGOSTINA GAROLA of the Committee be nominated to liaise with the managing agent and be the scheme's contact point.

CARRIED

- 4.2. That PAM KEATING of the Committee be nominated to liaise with the managing agent as the scheme's substitute contact point.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:12 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation

RENEWAL TAX INVOICE

The Owners Of Strata Plan 17885
C/- Body Corporate Services
PO Box 444
BROADBEACH QLD 4218

Date: 20/11/2022
Invoice Number: 762453
Key Contact: Kyle Smith

Thank you for using our services to arrange this insurance cover.

Brief details of the cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	CHU CommunitySure Residential
Insured	The Owners Of Strata Plan 17885
Description	63-69 President Avenue, Caringbah NSW 2229
Insurer	CHU Communitysure Underwriting Agencies Pty Ltd
Policy Number	819356
Period of Insurance	15/12/2022 to 15/12/2023

Premium	FSL	Insurer Agency Policy Fee	Insurer Total GST	Stamp Duty	Admin Fee	Admin Fee GST	Invoice Total
\$32,571.12	\$5,133.26	\$ 105.00	\$3,780.94	\$3,732.73	\$ 820.00	\$ 82.00	\$46,225.05

Payment Options



DEFT Reference Number
40507627624535

Pay by credit card or registered bank account at www.deft.com.au or phone **1300 78 11 45**. Payments by credit card may attract a surcharge.



*498 405076 27624535

Pay in-store at Australia Post by cheque or EFTPOS



Biller Code: 20362
Ref: 40507627624535

Body Corporate Brokers Pty Ltd

Want to pay monthly?

iQumulate
Premium Funding

[Click here to accept online](#)

Total amount payable \$48,781.20
(includes application fee and credit charges)
or visit edge.iqumulate.com/myaccount
Enter code: **C6U53ZVHVY**

✓
Smooth out cash flow
Easy monthly payments
No additional security

Name: The Owners Of Strata Plan 17885
Invoice No: 762453
Due Date: 29/12/2022

1 st instalment of:	\$4,932.12
followed by 9 instalments of:	\$4,872.12
or Total Due:	\$46,225.05

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

+405076 27624535 <

004622505<4+

COMMUNITYSURE RESIDENTIAL STRATA POLICY SUMMARY

INSURED: The Owners Of Strata Plan 17885

SITUATION: 63-69 President Avenue, Caringbah NSW 2229

SECTIONS

POLICY 1 – BUILDING & COMMON CONTENTS

Building(s) and Common Property	\$	13,969,000
Loss of Rent/Temporary Accommodation	\$	2,095,350
Common Area Contents	\$	139,690
Fusion of an electric motor not exceeding \$10,000 in value	\$	Included
Flood	\$	Selected

POLICY 2 – LEGAL LIABILITY

Indemnity limit	\$	30,000,000
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POLICY 3 – VOLUNTARY WORKERS

Capital Benefits	\$	300,000
Weekly Benefits	\$	3,000

POLICY 4 – WORKERS COMPENSATION

As per Act		Not Selected
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POLICY 5 – FIDELITY GUARANTEE

Fidelity Guarantee	\$	250,000
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POLICY 6 – OFFICE BEARERS LIABILITY

Indemnity limit	\$	5,000,000
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POLICY 7 – MACHINERY BREAKDOWN

Indemnity Limit	\$	10,000 per event
Loss of Rent/Temp Accommodation (20%)	\$	2,000

POLICY 8 – CATASTROPHE (BUILDING & COMMON CONTENTS)

Total Catastrophe cover	\$	4,190,700
Extended cover - rent/temporary accommodation	\$	628,605
Escalation in cost of temporary accommodation	\$	209,535
Cost of storage and evacuation	\$	209,535

POLICY 9 – GOVERNMENT AUDIT COSTS & LEGAL EXPENSES

Government audit costs	\$	25,000
Appeal expenses – Common property health and safety breaches	\$	100,000
Legal defence expenses	\$	100,000

POLICY 10 – LOT OWNERS, FIXTURES AND IMPROVEMENTS (PER LOT)

Indemnity Limit	\$	250,000
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Excesses:

Policy 1	Damage by water or liquid, including exploratory costs incurred in locating the source of damage, caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.	\$	5,000
Policy 1	Damage by water or liquid, other than that caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.	\$	5,000
Policy 1	Flood	\$	2,500
Policy 1	Storm	\$	2,500
Policy 1	Earthquake (per claim or series of claims occurring over a period of 72 hours)	\$	500
Policy 1	All Other Claims	\$	1,000
Policy 7	Machinery Breakdown	\$	1,000
Policy 9	Legal Defence Expenses	\$	1,000

This Policy has been written through:
 CHU Underwriting Agencies Pty Ltd.
 ABN 18 001 580 070.
 Level 33, 101 Miller St, North Sydney NSW 2060

CHU Underwriting Agencies Pty Ltd is underwritten
 by
 QBE Insurance (Australia) Limited
 ABN 28 008 485 014
 Level 5, 2 Park Street, Sydney, NSW, 2000

SPECIAL TERMS AND CONDITIONS

The following terms and conditions are subject to the terms received from your insurer.

Special Benefit 7 of Policy 1 – Fusion of motors

The special benefit sub limit in this section of the policy wording has been increased from \$5,000 to \$10,000

Special Benefit 8 of Policy 1 – Environmental improvements

The wording is amended to read:

If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

Special Benefit 12 of Policy 1 – Keys, lock replacement

The special benefit sub limit in this section of the policy wording has been increased from \$5,000 to \$10,000

Special Benefit 13 of Policy 1 – Landscaping

The special benefit sub limit in this section of the policy wording for fallen trees or branches that have caused Damage to Your Insured Property, has been increased from \$5,000 to \$50,000

Special Benefit 24 of Policy 1 – Water removal from basement

The special benefit sub limit in this section of the policy wording has been increased from \$2,000 to \$5,000

Benefits in Policy 3 – Voluntary Workers

The Table of Benefits is replaced by

1. Death \$300,000

2. Total and irrecoverable loss of all sight in both eyes \$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot \$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot \$150,000
5. Total and irrecoverable loss of all sight in one eye \$150,000
- 6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is: \$3,000
- 6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is: \$1,500
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of: \$7,500
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of: \$3,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of: \$3,750
10. The reasonable cost of burial or cremation of a Voluntary up to a maximum of: \$7,500

This is a summary only. Full Terms and Conditions are as per the Insurer's Product Disclosure Statement/Policy Wording.

Building Details:

Year Built:	1981	External Walls:	Brick	% of Commercial Lots:	0
No. of Lots:	30	Roof:	Tile	% Holiday Let	0
No. of Storeys:	3 +	Floors:	Concrete	No. of Lifts:	0
Rewired/replumbed:	No	Claddings:	No	No. of pools:	0
Common Property only:			N/A		
OTHER (Defects / Car Stacker etc)					

If any of the above details are incorrect please advise either BCB or your Strata Manager as a change in your details may result in either a variation to your insurance terms or a withdrawal of cover in certain circumstances.

Please contact your strata manager or BCB for more information.



Australia's Insurance Builders Pty Ltd

04/10/2022

BCB Strata Management
Units 1 /6 /11
63 - 69 President Avenue
CARINGBAH NSW 2229

RE: The Owners - Strata Plan 17885
Units 1 /6 /11 63 - 69 President Avenue, CARINGBAH
NSW 2229

POLICY NO: 819356
CLAIM NO: CL02071343
JOB NO: 25314
: DOC-25314-4

Customer Repair Approval

SCOPE OF WORKS: ORIGINAL

1 Unit 1 Living room + hallway (28 Square Metres)

- 1-1 Remove, protect any furnishings and finishes impacting work area
- 1-2 Prep and paint ceiling and cornice to best match existing colour (including stain block) approx 30m2
- 1-3 Prep and paint wall to best match existing colour (including stain block) approx 15m2
- 1-4 Reinstall contents
- 1-5 Remove/ dispose all trade waste

2 Unit 6 Living room + hallway (28 Square Metres)

- 2-1 Remove, protect any furnishings and finishes impacting work area
- 2-2 Prep and paint ceiling and cornice to best match existing colour (including stain block) approx 30m2
- 2-3 Prep and paint wall to best match existing colour (including stain block) approx 15m2
- 2-4 Reinstall contents
- 2-5 Remove/ dispose all trade waste

Name/s: Caitlin Butler - of Jocelyn Long - Lot 6 *Under delegated authority*

Signature/s: 

Dated: 5/10/22



Direct Building Services Pty Ltd
PO BOX 870
Ingleburn
Sydney, New South Wales 1890
office@directbuildingservices.com.au
02 8747 3946 | 0413 749 999

SP 17885 - c/o BCS
63-69 President Avenue
Caringbah
New South Wales, 2229

Site Address
63-69 President Avenue
Caringbah
New South Wales 2229

Job Number: DBS-4227
ABN: 11131252134
Order Number: 250323
Quote Date: 25th Jul 2023
Valid Until: 23rd Sep 2023

Quote | QR250323

A visual work, health and safety assessment to the affected area is carried out prior to commencing work.

Thank you for the opportunity to price the work on your property.

Our mission is to make every customer a repeat customer. Customer service is everything to us and we have the systems in place so that we deliver on our promises.

We have provided you with our best value price based on the information we have, we are always open to a conversation on our quoted amount, please call or email the office if you have any queries about this price.

Name	Quantity	Price	Total
------	----------	-------	-------

BIN ENCLOSURE REPAIR DUE TO BEING DAMAGED

To attend site.
To remove the gate then store for reuse
To remove the brick bay section of the wall which has been impact damaged then dispose.
To supply and fit new bricks matching the existing configuration to the same height and length.
To refit the gate in position
To clean the wall upon completion.
To leave site clean.

\$3,500.00

BOLLARDS RE-SECURING

To attend site.
To remove the existing bollard then save for reuse.
To clean and prepare the area for repairs.
To re-fit the existing bollard in position.
To leave site clean,

\$185.00

Name	Quantity	Price	Total
		Subtotal	\$3,685.00
		GST Amount	\$368.50
		Total	\$4,053.50

All goods remain the property of Direct Building Services Pty Ltd until invoice is paid in full.

This is a payment claim made under the building and construction industry security of payment Act 1999 NSW.

We look forward to working with you on your project. Please let us know if you have any questions or comments.



Direct Building Services Pty Ltd
PO BOX 870
Ingleburn
Sydney, New South Wales 1890
office@directbuildingservices.com.au
02 8747 3946 | 0413 749 999

SP 17885
c/o BCS

Site Address
63-69 President Avenue
Caringbah
New South Wales 2229

Job Number: DBS-495
ABN: 11131252134
Order Number: 229969
Quote Date: 13th Jun 2023
Valid Until: 12th Aug 2023

Quote | 135462

A visual work, health and safety assessment to the affected area is carried out prior to commencing work.

Thank you for the opportunity to price the work on your property.

Our mission is to make every customer a repeat customer. Customer service is everything to us and we have the systems in place so that we deliver on our promises.

We have provided you with our best value price based on the information we have, we are always open to a conversation on our quoted amount, please call or email the office if you have any queries about this price.

Name	Quantity	Price	Total
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2X LETTERBOX UPGRADE

To attend site.

To remove the existing 2x letter boxes then dispose.

To supply and fit a colour bond sheets over the wall where the existing letterboxes were installed with the street number of the building.

To supply and fit new front opening letterboxes on top of the existing wall. (Bank of 16)

To provide two keys per letterbox.

To leave site clean.

\$8,400.00

Subtotal	\$8,400.00
GST Amount	\$840.00
Total	\$9,240.00

All goods remain the property of Direct Building Services Pty Ltd until invoice is paid in full.

This is a payment claim made under the building and construction industry security of payment Act 1999 NSW.

We look forward to working with you on your project. Please let us know if you have any questions or comments.

DiscElectrical

A.B.N: 81108461543 / Electrical Licence 170520C / Master Security Licence 409104411

Unit 5/29 Bay Rd Taren Point NSW 2229

P: 02 9526 8843

F: 02 9526 8859

PO Box 503 Caringbah 1495

E: info@discelectrical.com.au

W: www.discelectrical.com.au

Kristin Ogle
BCS Strata Management
Suite 17, 19-21 Central Rd
Miranda 2228

14/02/2023

Reference: SP17885 63 -69 President Ave Caringbah BCS Ref #6798787 230214MC01

Dear Kristin,

Disc Electrical NSW thanks you for the opportunity to submit the following proposals for the rectification of garage lighting.

Description of works	
Remove existing faulty, wellglass & old fluorescent fittings Supply & install 13 x 1200mm 19/36watt (4K,5K,6.5K) selectable LED weatherproof batten c/w sensor Supply & install 6 x 1200mm 19/36 watt Emergency selectable LED weatherproof batten c/w sensor Supply & install 1 x Spot/flood light at front of garage Relocate 4 fittings to better location for light spread Test & Commission Remove rubbish & tidy site	\$6,040.00
Supply & install RCBO as required by AS3000	\$300.00
Total Price	\$6,340.00
G.S.T. Total	\$634.00
NET TOTAL	\$6,974.00

Disc Electrical terms and conditions

- Additional works performed outside of the above scope will incur additional charges
- Quoted prices are valid for 30 calendar days from the date of submission.
- All pricing is based on works to be performed during normal business hours unless stated otherwise.
- Normal Business hours are (7.30am- 4.00pm Mon to Fri).
- Work carried outside normal business hours to be charged at overtime rates unless stated otherwise.
- All supplied goods and services remain the property of Disc Electrical until invoice paid in full.

QUOTE

SP17885 C/O BCSSM Suite 17, 19-21 Central Rd Miranda NSW	Site SP17885	Date 07 September 2022	p: 02 9533 4156 a: Unit 15, 47-51 Lorraine St Peakhurst NSW 2210 office@esppg.com.au Builder Lic. No. 274533C
	Job No JB15473	Expiry Date 07 October 2022	
	Job Address 63-69 President Ave, Caringbah, NSW	Quote Number QT10692	
	Reference QR: 135451	ABN 13131664956	

Scope of Works

Option 1) In Ground Bollard Installation - No Light

1. *Note - council permits to install bollards will be required to carry out this works, fees and applications have not been included and will be charged at cost + 18% builders margin*
2. Carry out services search prior to installation works
3. Supply and install new 6 x yellow steel bollards, concreted into ground (90mm x approx. 900mm height)
4. Remove excess soil from hole and leave areas clean and tidy

Option 2) In Ground Bollard Installation - With Solar Light

1. *Note - council permits to install bollards will be required to carry out this works, fees and applications have not been included and will be charged at cost + 18% builders margin*
2. Carry out services search prior to installation works
3. Supply and install new 6 x yellow aluminium bollards with solar light fixture, fixed to concrete pad in-ground (257mm x approx. 1m height)
4. Remove excess soil from hole and leave areas clean and tidy

Project Manager for this job: zac@esppg.com.au

Description	Amount
Option 1) In Ground Bollard - No Light	3,859.95
Option 2) In Ground Bollard - With Light	15,326.46

Subtotal	19,186.41
Total GST	1,918.65

Total AUD	21,105.06
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Exclusions

1. Repairs to tiles or cracked concrete
2. Council fees or permits
3. Electrical works
4. Turfing works

General Terms & Conditions

1. In the event of absence of any information, the above price is subject to change
2. All work is to be carried out in general business hours
3. Toilet, power and water to be made available on site
4. No allowance for structural works if required
5. Where a colour or style is to be matched it will be best match only
6. Access to all areas to be provided. Where access is not granted on the scheduled day an additional callout fee will be charged
7. Hazardous substance testing or removal is excluded
8. No allowance for HBCF payment
9. Plumbing or electrical works have been excluded unless specifically stated
10. Parking & materials storage to be provided on site
11. All variations and/or provisional costs to be subject to an 18% builders margin



ABN:51519565838

PT Doors

Unit 3 814-822 Old Illawarra Rd
Menai NSW 2234
Tel: 9785 3219
info@ptdoors.com.au
http://www.ptdoors.com

Issue Date: 5/9/2022

Quotation

To

The owners of SP17885 c/o BCS Strata Management
The owners of SP17885 BCS Strata Management
19-21 Central Road
Miranda NSW 2228

Job No: 20295
Cust ON: 150651
Site: 63-69 President Avenue
Caringbah

Description	Qty	Unit Value	Disc %	Disc Value	Total
Security Mesh Whole New Panel Door in Classic Cream with Head Panel and includes Electrician to uninstall and reinstall electrical conduit that has been placed through the security grill of the headpanel. Sizes as per file.	1	\$15,163.64	0%	\$16,680.00	\$16,680.00
ALL COLOURS MUST BE RECONFIRMED IN WRITING FROM THE CUSTOMER BEFORE AN ORDER WILL BE PLACED					
Price includes removal and disposal of old main entry door 12 Month warranty on colorbond sectional doors or 4 years for Danmar Sectional Doors.					
https://tinyurl.com/Sectional-Door					
Supply PE1500 Long Range PE Beams Retro-reflective 12-240VAC/DC	1	\$368.18	0%	\$405.00	\$405.00
***In accordance with Australian Standards (AS/NZS 60335.2.95) these PE beams will be installed approximately 100mm off the ground, which is the best location for preventing someone getting trapped under a closing door. If you require the PE beams to be at 500mm off the ground, which is better for the protection of vehicles, then you will need a second set of PE beams.					
Delivery time for colorbond doors is 4-6 weeks from placement of order with the supplier, excludes public holidays & closure periods.	0	\$0.00	10%	\$0.00	\$0.00
Please ensure the garage is clear of storage items, building materials and vehicles at time of install. If we arrive onsite and these instructions have not been followed there will be an additional charge of \$300 to cover our wasted visit.					
	0	\$0.00	10%	\$0.00	\$0.00
This door has sustained impact damage and we strongly suggest replacing the whole door as we cannot guarantee that the bottom panel and the head panel will be in line with the other panels with the backing of the door of the steel bars and will more than likely look different as they have changed production spacing since this door was first made. Door has sustained impact damage on the bottom panel and headpanel. Motor appears to be OK, however as the door can not be used properly, it is hard to determine if the motor has sustained damage from the impact and will only know once we get the door working 100%.	0	\$0.00	10%	\$0.00	\$0.00
New door comes with all new hardware from new springs and fittings, torsion bar, hardware and tracks.					

I can quote to just replace the bottom panel and the headpanel, however again, can not guarantee that the door will match with the backing door and could be off centered and will look different. In saying this, the bottom panel and head panel but it is going to be approx. \$8899 for the panel and head panel and \$405 for the PE Beams and includes the electrician and \$1000 for the cables, drums, hinges and service required after install of the bottom panel and head panel. So all up \$10304 for repair only.

0 \$0.00 10% \$0.00 \$0.00

There is no warranty on the door if only the bottom panel is replaced and headpanel as this is an older door and has run out of warranty. Nothing else will be changed except the bottom panel

Exclusions:

- * Please note discounts are given for package deals i.e motor and door or for more then 1 door or motor being installed at one time. If you opt to make changes to this quote, you may lose the discount that has been built into your quote.
- * All furniture/storage items need to be removed from the garage door for the installation of your motor or door.
- * All external locks will be taken away with old doors, we do not refit external locks.* Owners are responsible for removing their personal effects away from the garage door before the day of installation.
- * In accordance with Australian Standards (AS/NZS 60335.2.95) these PE beams will be installed approximately 100mm off the ground, which is the best location for preventing someone getting trapped under a closing door. If you require the PE beams to be at 500mm off the ground, which is better for the protection of vehicles, then you will need a second set of PE beams.
- * Note if you decide to keep your existing old motor then you will not receive the door discount and there is no warranty on the motor or if it causes damage to your new door. We strongly recommend a new motor, the new motors are much more superior and safer than the old style. They are also compliant to the new safety standards.
- * RE-USE OF EXISTING RECIEVERS AND REMOTES - THERE IS NO WARRANTY CALL-OUT RELATED TO ANY RECIEVER OR REMOTE ISSUES

Exclusion of liability

- * Whilst PT Doors takes all reasonable steps necessary to prevent damage to the Customer's property, PT Doors will not be liable for any loss or damage whatsoever caused in respect of utilities and the existing structure at the Customer's property, including but not limited to wiring, pipes, brickwork, timber and/or render.
- * This clause specifically excludes any liability of PT Doors in negligence.
- * The Customer hereby acknowledges that PT Doors may plead this clause as a bar to any claim or action to enforce any such claim, whether in contract, tort, or pursuant to a statute or otherwise.
- * For a full set of [Terms & Conditions](http://www.ptgaragedoors.com.au/about-us/guarantees-warranties/) please visit <http://www.ptgaragedoors.com.au/about-us/guarantees-warranties/>

Direct deposit to the account of: **Trail Holdings Pty Ltd**
 BSB: 032260
 Account number: 298719
 Please use 20295 as the payment reference.
 Credit Card Surcharge is applicable to all

* Quote is valid for 30 days from: 5/9/2022
 * 50% deposit required for placement of door orders.
 * The balance is due at time of installation.
 parts have a 12 month warranty
 * If you are not going to be home at time of work, the person you allocate to be at home will become the authorised decision maker and responsible for making final payment on the day.
 * Total price quoted only applies when all parts quoted are installed at the same time.

* Unless otherwise stated

Subtotal: \$15,531.82
GST: \$1,553.18
Total: \$17,085.00
Payments:
Balance Due:

payments using Visa,
MasterCard, Amex
(1.5%)

We appreciate your business.





Pristine Window and Gutter Cleaning Pty Ltd

ABN 47137606896

LIC # 288204C

Suite 109, 1 Barratt St.

Hurstville NSW 2220

P 02 9533 4476

admin@pwgc.com.au

pristinewindowandguttercleaning.com.au

Roof Report

Date Performed	20/06/2023
Job Number	74526 SP: 17885 Owners Corporation, Strata Plan No 17885 C/- Body Corporate Services Miranda,
Job Address	63-69 PRESIDENT AVENUE, CARINGBAH

	Comments
All these areas have been checked, and all work completed	Ridge Cap Tile Condition, Roof Tiles Condition, Gutter Condition, Valley Condition, Vent Pipes Condition, Skylights Condition

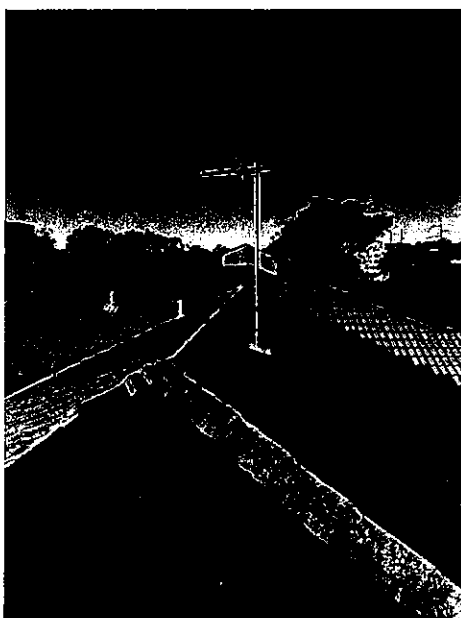
Ridge Caps Report

Good condition



Roof Tiles Report

Good condition





Pristine Window and Gutter Cleaning Pty Ltd

ABN 47137606896

LIC # 288204C

Suite 109, 1 Barratt St.

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Gutter Condition Report	All debris have been removed on the surface and underneath the gutter guards. Gutters are in good condition.
--------------------------------	---

GUTTER BEFORE PHOTO/S



AFTER PHOTO/S





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ABN 47137606896

LIC # 288204C

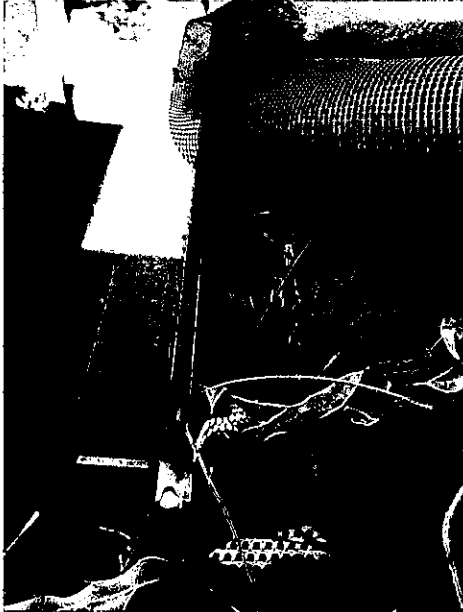
Suite 109, 1 Barratt St.


Hurstville NSW 2220

P 02 9533 4476

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Valley Condition Report	<p>All debris have been removed in the valleys</p> 
Vent pipes Condition Report	Good condition
Skylights Condition Report	
Lead Flashing Condition Report	
Any Access Points for Pests	
Tree Trimming Report	



Pristine Window and Gutter Cleaning Pty Ltd

ABN 47137606896

LIC # 288204C

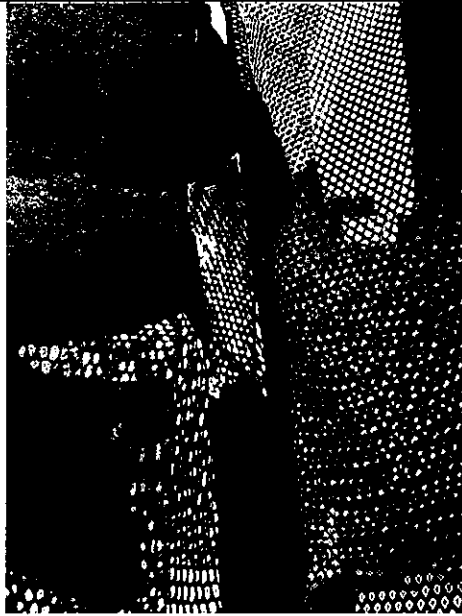

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Extra Photos	 
Extra Comments	



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Signed

20th June 2023



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Strata Compliance Specialists

SAFETY REPORT - (WHS + COMMON LAW DUTY OF CARE)

30 September 2021



63-69 PRESIDENT AVENUE, CARINGBAH :: SP17885



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Certified Property
Professionals

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STRATA SERVICES
SPECIALIST
COMPANY

02 9114 9800



strata
community
association*

PO Box 2230, Nth Parramatta 1750

Liability limited by a scheme approved under Professional Standards Legislation

**BIV REPORTS**

1300 10 72 80

SAFETY REPORTThis Part should be
read in conjunction with
the full Safety Report

Address: 63-69 President Avenue, Caringbah SP17885

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 30 September 2021

Part 1: Items requiring rectification

Part 1 lists those items that we have identified as requiring some form of rectification. We have also provided recommended control measures to either eliminate, substitute, or otherwise to minimise the hazard and its risk. Control measures other than those recommended may also be adopted.

A Risk Assessment for each identified item has been carried out in order to assist the Property Owner or Owners Corporation in prioritising any rectification works.

Although we make recommendations to rectify, modify or eliminate potential hazards, it is entirely up to the Property Owner or Owners Corporation to decide their own course of action. Legal advice should be obtained to determine whether it is 'reasonably practicable' to maintain, renew, replace or repair any item in order to rectify a hazard, or for an Owners Corporation whether a resolution under s106(3)(b) of the Strata Schemes Management Act is appropriate.

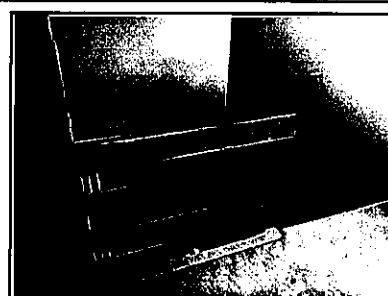
1. Balustrade internal height appears to be inadequate.

Although it appears that the existing balustrades would have met the standards at the time of construction, there is a likely hazard being the horizontal gap is large and causing a potential fall hazard especially for children.

General Location: Internal staircase

Control measures: If reasonably practicable, the balustrades should either be replaced with ones that comply with the current standards. Engineer advice should be obtained for a suitable and practical remedy.

Timeframe to rectify: Short



Overall Safety Evaluation	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability			2	3
Serious injury		2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

2. Stair treads do not appear to have non-slip treatment.

The lack of anti-slip surfaces on the stairs presents a potential slip hazard.

General Location: Internal staircases

Control measures: Installation or the application of stair nosings is required to minimise or eliminate this potential risk.

Timeframe to rectify: Short



Overall Safety Evaluation	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability		1	2	3
Serious injury		2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6



BIV REPORTS

1300 10 72 80

SAFETY REPORT

This Part should be read in conjunction with the full Safety Report

Address: 63-69 President Avenue, Caringbah SP17885

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 30 September 2021

3. High pedestrian use area is not clearly identified.

It appears there may be low visibility for drivers to observe the pedestrians exiting from the doorway which may cause an injury to people.

General Location: Underground car park

Control measures: Install appropriate line marking or signage to warn of possible pedestrians.

Timeframe to rectify: **Short**



CONSEQUENCE RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability			2	3
Serious injury		2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

4. There appears to be inadequate illumination in some areas.

The carpark area is not sufficiently illuminated which may increase the risk of a trip or fall hazard.

General Location: Underground car park

Control measures: An electrician should be engaged to install additional lighting in the access ways.

Timeframe to rectify: **Short**



CONSEQUENCE RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability			2	3
Serious injury		2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

5. High pedestrian use area is not clearly identified.

It appears there may be low visibility for drivers to observe the pedestrians exiting from the doorway which may cause an injury to people.

General Location: Underground car park

Control measures: Install appropriate line marking or signage to warn of possible pedestrians.

Timeframe to rectify: **Short**



CONSEQUENCE RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability			2	3
Serious injury		2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6



BIV REPORTS
1300 10 72 80

SAFETY REPORT

This Part should be
read in conjunction with
the full Safety Report

Address: 63-69 President Avenue, Caringbah SP17885

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 30 September 2021

6. Doors are damaged.

Damaged doors were noted on the property which may present a safety or security hazard.

General Location: Tradesman toilet

Control measures: Any damaged doors should be repaired as soon as possible for safety and security reasons.

Timeframe to rectify: **Short**



CONSEQUENCE	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability			2	3
Serious injury		2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6



Certificate of Compliance Child Window Safety

Strata Plan: 17885
Building Address: 63-69 President Avenue, Caringbah
Strata Management co: Body Corporate Services
Manager: Caitlin Butler

ASQB has assessed the window restriction devices to all windows affected by the Strata Schemes Management act (Child Window Safety Devices).*

Affected windows include;

- If it can be opened, &
- the lowest level of the window opening is less than 1.7m above the surface of any internal floor that abuts the wall of which it forms part, and
- that internal floor is 2m or more above the surface of any external surface below the window that abuts the wall, &
- it is a window on common property to which access can be gained from a residence in a strata scheme or a window on any part of the building that is part of a residence.

The safety devices installed meet Strata Schemes Management Act 2015- Section 118. In that they;

- Are Capable of resisting an outward horizontal action of 250 newtons.
- Have a child resistant release mechanism.
- Restricts the opening of a window, so that a sphere having a diameter of 125mm or more cannot pass through the opening.

All windows marked as Pass have been assessed in accordance with the NSW Window Safety Legislation in that;

- They are in good working condition
- Keyed window locks have keys present
- The window can safely restrict a sphere with a diameter of 125mm from passing through.
- A force resistance test has been carried out and the devices withstood 250 KN of force.

Recommended Re-Inspection Date: 22/08/2023




* This certificate may exclude some windows that have not been assessed for complying safety device due to reasons out of ASQB's control e.g. denied access, faulty window etc. These windows will be identified on the assessment/installation log that accompanies this certificate. ASQB will update the certificate and assessment/installation log once additional works have been carried out.

** If an existing safety device fails to meet regulation standards, the inspector will repair/replace on the spot (time permitting). If the schedule does not allow enough time for these works, an additional appointment must be made before certification can be signed off. Any repairs/replacements made will be charged accordingly – a full list of prices can be provided upon request.

Activity Log

Unit/Villa/Townhouse Number	Date Completed	Assessment of Existing Device	New Devices Installed	Status	Notes
Common Area	22/08/2022		4	Pass	
1	22/08/2022			Exempt	
2	22/08/2022	1	2	Pass	
3	22/08/2022			Exempt	
4	22/08/2022			Exempt	
5	22/08/2022			Exempt	
6	22/08/2022	4		Pass	
7	22/08/2022	2	2	Pass	
8	22/08/2022	5		Pass	
9	22/08/2022	2		Pass	
10					No Access Provided
11	22/08/2022	3	1	Pass	
12	22/08/2022	1	3	Pass	
13	22/08/2022	5		Pass	
14	22/08/2022	2		Pass	
15	22/08/2022	4	1	Pass	
16	22/08/2022			Exempt	
17	22/08/2022			Exempt	
18	22/08/2022			Exempt	
19					No Access Provided
20	22/08/2022			Exempt	
21	22/08/2022	2	2	Pass	
22	22/08/2022	3		Pass	
23	22/08/2022	3		Pass	
24	22/08/2022		5	Pass	
25					No Access Provided
26					No Access Provided
27	22/08/2022		3	Pass	
28					No Access Provided
29					No Access Provided
30	22/08/2022	2	1	Pass	

Part 1 - Asbestos Register


ASBESTOS REGISTER										This Asbestos Register should be read in conjunction with the full Asbestos Report	
Workplace address: 63-69 President Avenue, Caringbah - SP17885						Name of Competent Person: Bryce McMillan - Asbestos Inspector					
Code of Practice Items			Risk Assessment				Photo				
Date of Identification	Item Description (type of asbestos product) Specific Location	friable or Non-friable Condition of Asbestos	Visual Identification only		Area m ²	Is this an inaccessible area?	Recommended Control Measure(s) Name reference		Photo (see Annex A for additional photos)		
			Is it Asbestos? Likely? Highly Likely? Confirmed? (if confirmed)	Contamination risk Low? High? Very High? (if very high)							
1 29 Jul 2013	Car park exhaust duct cover	Non-friable Good	2. Likely	2. High	20	No	Remove and/or replace as soon as possible/practical Periodically review and monitor until removed				
2 29 Jul 2013	Eaves	Non-friable Good	2. Likely	2. High	60	No	Leave in place do not disturb Keep painted/sealed Clean without creating dust Periodically review and monitor				
3 29 Jul 2013	Distribution boards	Non-friable Good	1. Highly likely	2. High	4	No	Replace when practical Do not drill, gauge, grind or create dust Periodically review and monitor				

ASBESTOS REGISTER

This Asbestos Register should be read in conjunction with the full Asbestos Report

Workplace address: 53-59 President Avenue, Carlingbah - SP17885

Name of Competent Person: Bryce McMillan - Asbestos Inspector

Code of Practice Items			Risk Assessment				Photo (see Annex A for additional photos)
Date of Identification	Item Description (Type of asbestos product) Specific Location	Probable or Possible Condition of Asbestos	Visual Identification only Is it Asbestos? 1. highly likely 2. likely 3. unlikely	Contamination risk (very high, high, medium, low)	Area m ² Approx.	Is this an inaccessible area? Recommended Control Measure(s) Remove/abate	
4 29 Jul 2013	Telecommunications service pit (on council property)	Non-friable Poor	1. highly likely	1. very high	2	No Remove and/or replace as soon as possible/practical Periodically review and monitor until removed	

Inaccessible Areas: The following areas were not accessible or inspected and in accordance with Clause 422 of the Work Health and Safety Regulation 2011 the areas are assumed to contain asbestos or ACM.

Inaccessible area or areas not inspected	Reasons
A. Roof and roof cavity	Not routinely accessed
B. Underfloor areas	Not routinely accessed

For Asbestos Registers and Asbestos Management Plans call (02) 9114 9800

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Part 1: Page 2



FOLIO: CP/SP17885

SEARCH DATE	TIME	EDITION NO	DATE
2/9/2022	4:23 PM	6	29/8/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 17885
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP17885

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 17885
ADDRESS FOR SERVICE OF DOCUMENTS:
63-69 PRESIDENT AVENUE
CARINGBAH 2229

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A185557 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 A831113 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP17885 RESTRICTION(S) ON THE USE OF LAND
- 5 AN716990 INITIAL PERIOD EXPIRED
- 6 AS376859 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 17885

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 34	2	- 35	3	- 35	4	- 29
5	- 33	6	- 34	7	- 35	8	- 35
9	- 29	10	- 34	11	- 34	12	- 35
13	- 35	14	- 29	15	- 34	16	- 33
17	- 33	18	- 29	19	- 35	20	- 35
21	- 34	22	- 34	23	- 29	24	- 35
25	- 35	26	- 35	27	- 34	28	- 29
29	- 35	30	- 35				

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP17885

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

207309

PRINTED ON 2/9/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

STRATA PLAN 17885

BY-LAWS

**63-69 PRESIDENT AVENUE
CARINGBAH NSW 2229**

Consolidated and registered: 29 August 2022

STRATA PLAN 17885

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By-law 1 - Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

By-law 2 - Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

By-law 3 - Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

By-law 4 - Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

By-law 5 - Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

3. This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-law 8 - Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

By-law 9 - Depositing rubbish and other material on common property

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

By-law 10 - Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-law 11 - Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

By-law 12 - Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-law 13 - Moving furniture and other objects on or through common property

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

By-law 14 - Floor coverings

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-law 15 - Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16 - Repealed

By-law 17 - Appearance of lot

1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 18 - Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-law 19 - Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

Special by-law no. 1 – Keeping of animals

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 The purpose of this by-law is to regulate the keeping of Animals in the Building.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

(a) **Act** means the *Strata Schemes Management Act 2015*.

(b) **Animal** means a cat, dog, bird, fish in a secure, watertight aquarium and other small, non-venomous animals typically kept as pets in residential buildings (for example, guinea pigs and rabbits) or other animal(s) as approved from time to time by the strata committee or at a general meeting on a case by case basis.

(c) **Application** means the application in the form attached at Annexure "A" hereto or as the strata committee may otherwise prescribe or approve from time to time.

(d) **Assistance Animal** has the same meaning as in section 9 of the *Disability Discrimination Act 1992* (Cth) being a dog or other animal:

(i) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability; or

(ii) accredited by an animal training organisation prescribed by the regulations to the *Disability Discrimination Act 1992* (Cth); or

(iii) trained:

(A) to assist a person with a disability to alleviate the effect of the disability; and

(B) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

(e) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a Lot or the Building including but not limited to the local council, a court or a tribunal.

(f) **Building** means the building forming part of the Strata Plan and situated at 63-69 President Avenue, Caringbah NSW 2229.

(g) **Lot** means a lot in the Strata Plan.

(h) **Occupier** means a person in lawful occupation of a Lot.

(i) **Owner** means the owner or owners for the time being of a Lot.

(j) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.

(k) **Prohibited Animal** means:

(i) an animal prohibited by law to be kept in a Lot and/or kept by an Owner or Occupier including a dangerous dog within the meaning of the *Companion Animals Act 1998*;

(ii) snakes, spiders, scorpions, ants, or other venomous creatures that may pose a safety risk to other Owners and Occupiers or their invitees; and

(iii) any animal requiring a permit to be kept in, or which cannot otherwise be securely contained within, a Lot.

(l) **Strata Plan** means Strata Plan No 17885.

Interpretation

2.2 In this by-law, unless the context otherwise requires or permits:

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act;

(d) a reference to the Owners Corporation includes, where appropriate, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;

(e) references to legislation include references to amending and replacing legislation;

(f) a reference to an Owner includes that Owner's invitee, executors, administrators, successors, permitted assigns or transferees;

(g) a reference to an Occupier includes that Occupier's invitee;

(h) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and

(i) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3 GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the Owners Corporation shall have additional powers and functions to regulate the keeping of Animals in the Building, as set out in this by-law.

PART 4 CONDITIONS

4.1 An Owner or Occupier must not keep a Prohibited Animal in a Lot or on any part of the common property in the Building at any time.

4.2 Subject to section 139(5) of the Act and the provisions of the *Disability Discrimination Act 1992* (Cth), an Owner or Occupier must not keep an Animal in a Lot or on any part of the common property in the Building without the prior written approval of the Owners Corporation and, in the case of an Occupier, the Owner of the Lot.

4.3 The Owners Corporation must not unreasonably withhold its approval for the keeping of an Animal in a Lot. If the Owners Corporation withholds its approval for the keeping of an Animal in a Lot, the Owners Corporation must provide written reasons for doing so.

4.4 The Owners Corporation may determine (acting reasonably and having regard to matters such as the layout of the Building, the size and total number of Lots in the Building and the common property amenities available in the Building) that, in order to ensure the efficient operation and management of the Strata Scheme and to prevent an Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or the common property:

(a) only certain breeds, sizes or numbers of Animals may be kept in a Lot in the Building;

(b) Owners and Occupiers must pay an administrative fee of a reasonable sum, to be determined by the strata committee, for the Owners Corporation to process an Application under this by-law;

(c) Owners and Occupiers must pay a bond of a reasonable sum, to be determined by the strata committee, to be held by the strata managing agent of the Owners Corporation, to be applied towards any breach of this by-law and returnable upon the Animal no longer being kept at the Lot, provided that the terms of this by-law are adhered to.

Any such determination of the Owners Corporation must be notified to Owners and Occupiers in writing and has effect as a direction given by the Owners Corporation to all Owners and Occupiers under this by-law.

4.5 The Owners Corporation delegates to the strata committee the function of approving applications made by Owners or Occupiers under this by-law.

4.6 An Owner or Occupier may apply to the Owners Corporation for approval to keep an Animal in their Lot, or to keep an Animal that is already being kept in their Lot without prior approval, by submitting the Application to the strata committee.

4.7 The Application is to be considered at a strata committee meeting to be convened as soon as practicable after the receipt of the Application and within one month of the date of receipt by the strata committee of the Application. Failure to comply with this clause does not constitute consent for the keeping of the Animal the subject of the Application.

4.8 In approving the Application, the strata committee may impose such reasonable conditions as it deems fit including in relation to any of the matters referred to in clause 4.4 of this by-law.

4.9 Where an Owner or Occupier keeps an Assistance Animal, that Owner or Occupier must, within 21 days of receiving a written request from the Owners Corporation, produce evidence to the Owners Corporation that the animal is an Assistance Animal.

4.10 If an Owner or Occupier is given written approval to keep an Animal in their Lot, or keeps an Assistance Animal in their Lot, that Owner or Occupier:

(a) must supervise and keep the Animal in compliance with the *Companion Animals Act 1998* and any other applicable legislation;

(b) must keep the Animal within the boundaries of their Lot;

(c) must prevent the Animal or the Assistance Animal from roaming freely on the common property, by carrying it in a cage or (in the case of a dog) ensuring that the dog is carried or kept on a leash when it is on the common property;

(d) in order to prevent the Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or the common property (including, for example, in the case of a dog, barking or defecating on the common property), must ensure that their Animal:

- (i) is only temporarily taken onto the common property for the purpose of travelling from their Lot to exit the Building and then returning to their Lot;
 - (ii) (and any Assistance Animal) does not urinate and/or defecate in or on any part of the common property including but without limitation any foyer, corridor, stairwell, any part of the basement or any common property garden areas in the Building;
 - (iii) is not, except with the prior written approval of the Owners Corporation or the strata committee, taken onto any other part of the common property that could cause a health, safety or security risk or other hazard of any kind, or that could otherwise adversely affect the use and enjoyment by other Owners or Occupiers of that part of the common property;
- (e) must (where the Animal or the Assistance Animal is a dog or a cat) ensure that the Animal is desexed prior to being kept in the Lot;
- (f) is liable for any soiling of, or damage to, a Lot or the common property arising out of the keeping of the Animal or the Assistance Animal;
- (g) must promptly clean or repair all areas of the Lot, any other Lot and/or common property that are soiled or damaged by the Animal or the Assistance Animal to the reasonable satisfaction of the Owners Corporation, including by making use of, where applicable, a soiling bag which must be properly and hygienically disposed of in a manner that prevents the emission of odour;
- (h) must ensure that the Animal's or the Assistance Animal's waste is not disposed of through the sewerage or drainage systems of the Building and must accept full liability for and indemnify the Owners Corporation against all costs associated with rectifying any blockage and/or damage to the sewer or waste pipes caused by the disposal of the waste;
- (i) must ensure that food, litter and other waste relating to the Animal or the Assistance Animal is disposed of in a receptacle for garbage and is securely packaged to prevent:
- (i) odours occurring in the receptacles for garbage; and
 - (ii) the attraction of vermin or other pests to the Building, including the area designated for the storage of receptacles for garbage;
- (j) must comply with any directions of, or guidelines as may be published by, the Owners Corporation or the strata committee from time to time regarding the keeping of Animals or Assistance Animals in the Building including any direction made by way of a determination under clause 4.4 of this by-law;
- (k) must do all things necessary to:
- (i) ensure that the Animal or the Assistance Animal does not cause or create a nuisance or hazard or unreasonably interfere with another Owner's or Occupier's use and enjoyment of their Lot or the common property including in a manner described in clause 36A of the *Strata Schemes Management Regulation 2016*;
 - (ii) minimise noise created by the Animal or the Assistance Animal which is likely to interfere with the peaceful use and enjoyment of another Lot or any part of the Building by any other Owner or Occupier;
 - (iii) make good all areas of a Lot and the common property in the Building that are soiled or damaged by the Animal or the Assistance Animal;
- (l) must at all times comply with this by-law and all of the by-laws for the Strata Scheme;

(m) indemnifies the Owners Corporation against any legal liability, costs, loss, damage, claim, demand or proceedings arising out of or in connection with the keeping of the Animal or the Assistance Animal including but not limited to injury to any person and/or damage to a Lot or the common property in the Building, or the property of any Owner or Occupier or the Owners Corporation.

4.11 Any written approval provided to an Owner or Occupier to keep an Animal in their Lot applies only to that particular Animal.

4.12 An Owner or Occupier must not:

(a) allow their invitees to bring any Prohibited Animal into the Building;

(b) without the prior written approval of the Owners Corporation, allow their invitees to bring any Animal into the Building, unless the animal is an Assistance Animal.

If written approval is provided by the Owners Corporation for an invitee of an Owner or Occupier to bring an Animal into the Building, an Owner or Occupier must ensure that their invitee complies with this by-law in all respects and is liable to the Owners Corporation for any non-compliance by their invitee with this by-law.

4.13 If the Owners Corporation reasonably suspects that any Animal whatsoever including any Assistance Animal has an infectious disease, threatens public health, or the health of other Animals in the Building, or the safety of other Owners or Occupiers and/or it becomes reasonably necessary to protect against same, the Owners Corporation can deem the Owner or Occupier to have breached this by-law and exercise all its rights under this by-law and the Act.

Default

4.14 Should an Owner or Occupier fail to comply with any obligation under this by-law:

(a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;

(b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to investigate any breach or possible breach of this by-law upon the provision of 48-hours' notice in writing;

(c) the Owners Corporation may apply to the Civil and Administrative Tribunal of New South Wales for an order that the Animal be removed from the parcel within a specified time and be kept away from the parcel;

(d) the Owner and Occupier shall, jointly and severally, indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work or take any steps to rectify the Owner's or Occupier's breach of this by-law; and

(e) the Owners Corporation may recover from the Owner and Occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

4.15 Clause 4.14 of this by-law does not prevent the Owners Corporation from exercising any rights under the Act in relation to the Owner's or Occupier's failure to comply with this by-law.

ANNEXURE "A"**STRATA PLAN NO 17885****APPLICATION TO KEEP AN ANIMAL**

Use this form if you wish to keep an Animal within your Lot. This form must be read in conjunction with the conditions contained in Special By-Law No. 1 (Keeping of Animals). Please ensure that you have read and understood Special By-law No. 1 before completing this form. No Animal (other than an Assistance Animal) may be brought onto or kept in your Lot until your application has been approved by the Owners Corporation.

*Name of Applicant(s)			
*Address			
*Contact number:		*Email:	
*Type of Animal (dog, cat, etc.)		*Breed:	
*Name of Animal:		*Size:	*Weight:
*Sex:		*Age:	
*Description of Appearance			
*Animal's disposition: e.g docile, energetic, unfriendly			
Has your Animal undergone obedience or other behavioural training, provide details including any certificates.			
Provide proof of registration, microchipping, desexing and all necessary vaccinations.			
Do you have references for your Animal from previous strata schemes, former landlords or neighbours that specifically mention the behaviour of your Animal?			
*Please provide a photo of your Animal.			

<p>*If you are an Occupier, please attach written approval from the Owner of the Lot for the keeping of the Animal in the Lot.</p>	
<p>By signing this Application, you confirm that you have read and understood Special By-law No. 1 (Keeping of Animals) and agree to comply with that by-law and all directions issued by the Owners Corporation, including through its strata committee and (where applicable) its strata managing agent and/or its building manager, in relation to the keeping of the Animal the subject of this Application in your Lot.</p>	
<p>Signature of Applicant(s):</p>	
<p>Date of Application:</p>	

Special by-law no. 2 – Major and minor works approval programme

PART 1

PREAMBLE

1.1 The purpose of this by-law is to provide a programme for the submission of an application by an owner who wishes to carry out works to a Lot.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

(a) **Act** means the *Strata Schemes Management Act 1996*.

(b) **Approved Form** means the form attached at **Annexure "A"** or as the executive committee may otherwise approve from time to time.

(c) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.

(d) **Building** means the building situated at 63-69 President Avenue, Caringbah 2229.

(e) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the owners corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.

(f) **Insurance** means:

(i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;

(ii) insurance required under the *Home Building Act 1989* (if any); and

(iii) workers' compensation insurance.

(g) **Lot** means any lot in strata plan number 17885.

(h) **Major Works** means works that require penetration to or removal of common property floors, walls and ceilings, renovations of lot bathroom, laundry and kitchen (including but not limited to waterproofing and tiling of shower recesses and wet areas), modifications to existing lot plumbing and electrical fixtures or connections, as well as including works of a structural nature, the installation of air-conditioning, hot water systems, security/alarm systems, shutters and any additions to the common property, for example, pergolas and vergolas, whirly birds, solar panels, skylights and satellite dishes, television cables and antennae (and which are not Minor Works).

(i) **Minor Works** means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) including for example painting, replacing carpet.

(j) **Owner** means the owner(s) of the Lot(s).

(k) **Works** means the Minor Works and the Major Works.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) where a term of this by-law is inconsistent with any by-law applied to the strata scheme, then the provisions of this by-law shall prevail;
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, pump, tank, tray, insulation and all other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law, law whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3 CONDITIONS

3.1 Before Commencement

- (a) Prior to carrying out any Works, an Owner must submit to the owners corporation, a duly completed Approved Form. The form must specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access. In addition, the Owner must lodge the Bond.
- (b) Upon receipt of the Approved Form, the owners corporation shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the owners corporation may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- (c) On making the determination, the owners corporation shall inform the Owner, in writing, of that determination.
- (d) If the owners corporation determines that the Works are Minor Works, it shall refund the Bond to the Owner.
- (e) An Owner has the right to carry out Minor Works without the consent of the owners corporation. The owners corporation may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions. The Owner must comply with any conditions.
- (f) Before commencement of any Major Works, the Owner must:
 - (i) provide a complete proposal concerning the Major Works including but not limited to:
 - (I) plans and specifications of the proposed works;
 - (II) specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;

(III) a diagram depicting the location of or proposed installation points of all parts of the works;

(IV) engineering plans and certifications if requested by the owners corporation;

(V) any necessary approvals/consents/permits from any Authority; and

(VI) a report(s) from an engineer nominated by the owners corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);

(ii) prepare and provide to the owners corporation:

(I) a new by-law under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

(II) the owner's written consent to:

(A) the passing of the by-law; and

(B) be responsible for the maintenance, repair and replacement of the Major Works,

(III) other owners' written consents to the passing of the by-law, where required,

such by-law and forms of consent to be prepared substantially in terms of the documents set out in Annexures B and C and to be considered at a general meeting of the owners corporation;

(iii) pay for all costs of the owners corporation including:

(I) legal fees for reviewing the proposal;

(II) fees for convening any meeting to consider the proposal;

(III) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and

(IV) registration fees for the by-law contemplated in clause 0.0.0()();

(iv) if requested, a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building (including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and

(v) obtain written consent to the date for the commencement of the Works from the owners corporation upon satisfaction of its obligations in clauses (f)(ii)-(iv) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 0.0.0()() is passed by special resolution at a duly convened general meeting of the owners corporation;

(g) Upon receipt of a by-law under clause 0.0.0()() the owners corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in clauses 0-0 (inclusive).

3.2 Notice

(a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.

(b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the strata manager regarding:

(i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and

(ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 Compliant Works

To be compliant under this by-law, Major Works:

(a) must be in keeping with the appearance and amenity of the Building in the opinion of the owners corporation;

(b) must be manufactured, designed and installed to specifications for domestic use;

(c) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the owners corporation;

(d) for air-conditioning, must have a new condenser unit (external) that:

(i) is mounted on vibration pads in a location so as to minimise noise and vibration;

(ii) is installed in the rear courtyard of the Lot and in a location least likely to cause disturbance to other owners (as approved by the owners corporation);

(iii) has an acceptable sound rating as specified by the owners corporation in writing, such rating not to exceed the original specifications in respect of the Building; and

(iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;

(v) is not visible from the street; and

(vi) not be installed through or attached to windows;

(e) for hard surface flooring, must be insulated with soundproofing underlay as specified by the owners corporation from time to time and must not have a weighted standardised impact sound pressure level L_{nT}, w exceeding 45 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics- Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;

3.4 During construction

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

(a) use duly licensed employees, contractors or agents to conduct the Works;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;

- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours permitted by local council. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the owners corporation;
- (g) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the owners corporation;
- (h) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (i) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (j) provide to the executive committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
- (k) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation (for clarity more than one inspection may be required);
- (m) observe all the other by-laws applicable to the strata scheme at all times; and
- (n) not vary the Works or their scope without first obtaining the consent in writing from the owners corporation.

3.5 After construction

3.5.1 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the owners corporation that the Works have been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation to check compliance with this by-law or any consents provided under this by-law.

3.5.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 1.1 (a)-(f) immediately above have been complied with.

3.5.3 Upon being satisfied that the Works have been completed the owners corporation will refund the Bond to the Owner less any costs incurred by the owners corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.6 Statutory and other requirements

(a) The Owner must comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.

(b) The Owner must ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

(c) The Owner must comply with the provisions of the *Home Building Act 1989*.

(d) The Works must be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.

(e) The Works must comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.7 Enduring rights and obligations

3.7.1 An Owner must:

(a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;

(b) properly maintain and upkeep those parts of the common property in contact with the Works;

(c) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated;

(d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;

(e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;

(f) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and

(g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the owners corporation against any loss, damage to or destruction of the Works caused howsoever by the owners corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.9.

3.7.2 If the dilapidation report referred to in 1.1(f)(iv) of this by-law is obtained, the Owner and the owners corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

3.8 Recovery of costs

If an Owner fails to comply with any obligation under this by-law, the owners corporation may:

- (h) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (i) apply the Bond towards the costs incurred by the owners corporation to carry out that work;
- (j) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation; and
- (k) recover any costs from the Owner as a debt due.

3.9 Essential Works

No Owner or occupier shall refuse or restrict the owners corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the owners corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the owners corporation shall give prior notice to the owner or occupier (emergencies excepted).

3.10 Applicability

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. <■> FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME _____ UNIT/LOT NUMBER _____

CONTACT TELEPHONE (list all).....

EMAIL

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
 ☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL
 ☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
 ☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
 ☐ COMMON PROPERTY ALTERATION ☐ OTHER

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. <■> for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: DATE.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: DATE.....

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE.....

HARD FLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: DATE.....

Annexure "B"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 17885 **SPECIALLY RESOLVES** pursuant to section 65A of the *Strata Schemes Management Act 1996* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No 17885 **SPECIALLY RESOLVES** pursuant to section 52 of the *Strata Schemes Management Act 1996* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

Lot < > Works

PART 3

DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of Special By-law < >, the following definitions are also adopted:

- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:
- (i) _____; and
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of

this by-law.

- (b) "Lot" means _____ in strata plan 17885.

- (c) "Plans" means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]

Annexure "C"

CONSENT UNDER SECTION 52
STRATA SCHEMES MANAGEMENT ACT 1996
STRATA SCHEME 17885

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We, _____, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
_____ to be carried out by me/us as the owner/s of lot _____
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated:

Signature of _____

Owner of Lot _____

cc: The Owners – Strata Plan No 17885

Special by-law no. 3 – Lot 26 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2 the following definitions are also adopted:

(a) "**Major Works**" means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

i. Kitchen –

Relocate sink from under the window to against the wall in the kitchen.

Install integrated laundry taps and waste next to the sink in the new location.

Remove old kitchen, replaced with new kitchen with granite bench top and splashbacks;

ii. Bathroom –

Install new shower and bath taps.

Remove old vanity, replace with wall hung sink.

Remove old shower screen and replace with new one.

Waterproofed bathroom.

Retiled bathroom, over common property tiles as instructed.

No new or additional fittings except for the new connection to the pipe going into the common waste as stated below)

iii. Bathroom (former laundry):

Waterproofed entire bathroom.

Installed new toilet, directed back to back of old toilet so the waste went straight into the pipe outside of the stack so the common property stack was not diverted.

Installed new shower fixtures and screen. Installed new sink and waste.

iv. Lighting –

Installed LED down lighting throughout apartment.

v. Flooring –

In lounge/dining/kitchen, installed bamboo floating floorboards and, as instructed, ensured that the acoustic matting was the thickest and most expensive available to ensure no noise gets through.

vi. Electrical –

Replaced fuse box with new circuit breaker.

Installed new power points in kitchen and bathroom, only 4 are on a common wall

vii. Fan –

Replaced exhaust fans with new and installed ducted range hood in kitchen and laundry extraction fan in kitchen

viii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) "**Lot**" means 26 in strata plan 17885.

(c) "**Plans**" means the plans/drawings (nothing supplied by lot owner)

Special by-law no. 4 – Smoke penetration

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:

- a) in an area designated as a smoking area by the owners corporation, or
- b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

(3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate.

Special by-law no. 5 – Lot 2 works

**PART 1
GRANT OF RIGHT**

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) "**Major/Minor Works**" means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

- i. Balcony
 - a. Air Conditioning Unit
 - b. Crimsafe Door
- ii. Throughout apartment
 - a. Painting; Walls and Ceiling
 - b. Hybrid flooring
- iii. Kitchen
 - a. New Cabinetry
- iv. Laundry
 - a. Toilet
 - b. Cabinetry
- v. Bedroom 1
 - a. Wardrobe
- vi. Bathroom
 - a. Convert to Shower over Bath

Future Renovation requests:

- (a) New Double glaze windows throughout
- (b) External Exhaust for Kitchen
- (c) New Water Heater

Discussion points:

- 1. Common area railing safety (off balcony) And;
 - i. the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) "**Lot**" means 2 in strata plan 17885.

(c) "**Plans**" means the plans/drawings supplied by owner and dated 26/10/2018 a copy of which were tabled at the meeting at which this by-law was passed, and which may be attached to this bylaw.

Please refer to attached Annexure A, Plans and Annexure C

Annexure "A"

STRATA PLAN 17885

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 17885 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Thomas Thomas UNIT/LOT NUMBER 2
 CONTACT TELEPHONE (list all) 0413 059 073 (W) 0466 257 579
 EMAIL Thomas.Thomas1976@gmail.com

LOCATION: ☒ KITCHEN ☒ BATHROOM ☒ TOILET ☒ HALLWAY
☒ LIVING ROOM ☒ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☒ PAINTING ☒ TILING ☒ FLOOR SURFACES ☒ ELECTRICAL
☒ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☒ PLUMBING ☐ MASONRY ☒ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER

PREFERRED DATE OF WORKS STARTING 23/11/18 ENDING 31/1/19

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 17885 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: Thomas DATE 26/10/18

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:
 As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

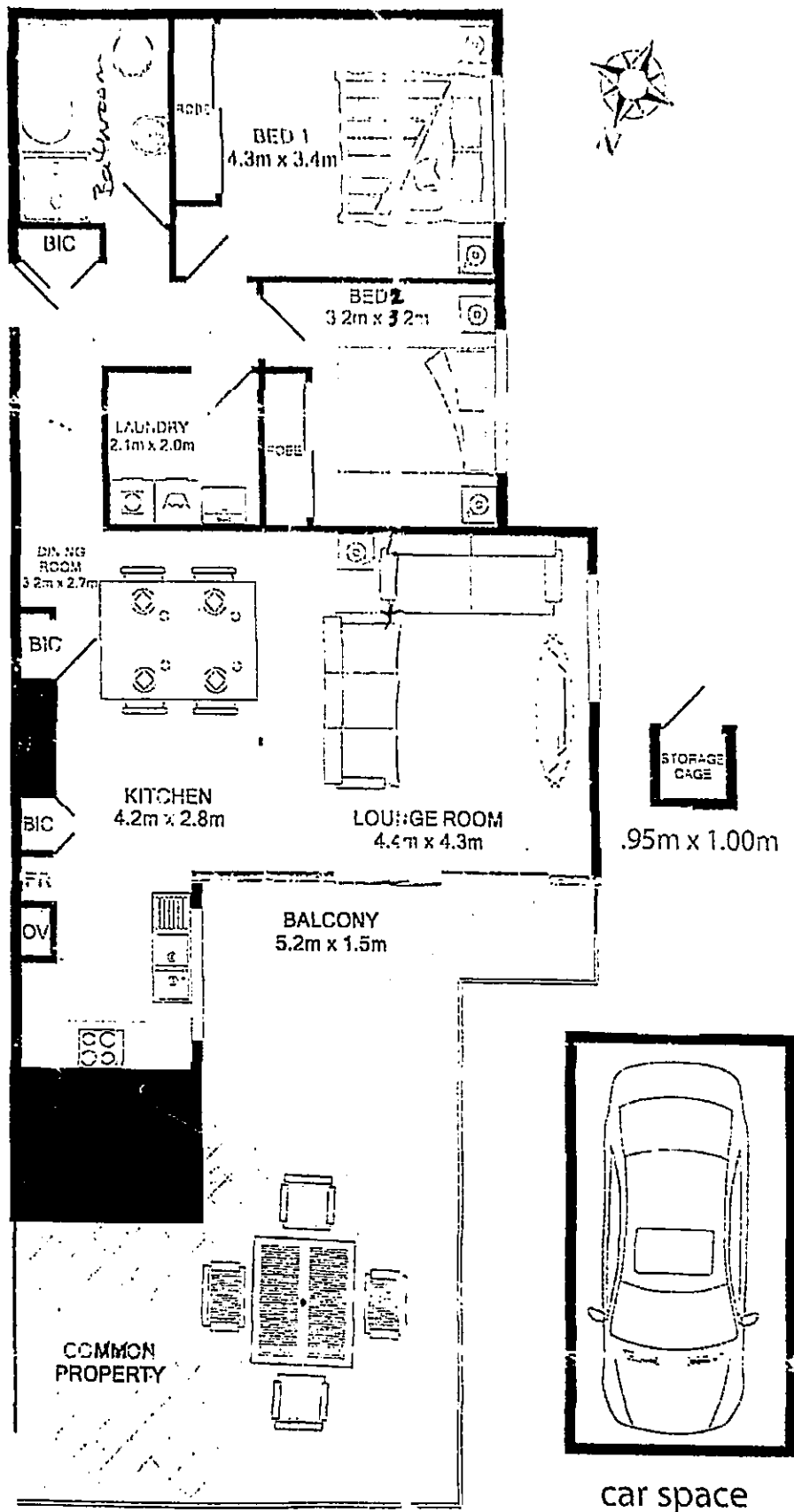
OWNERS SIGNATURE: Thomas DATE 26/10/18

CEILING CAVITY ALTERATIONS:
 As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: Thomas DATE 26/10/18

HARDFLOORING IN DESIGNATED AREAS:
 As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: Thomas DATE 26/10/18



Annexure "C"

CONSENT UNDER SECTION 62

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/~~we~~ Margaret Thomas, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
2 to be carried out by me/us as the owner/s of lot
2 in our strata scheme and conferring on me/us the responsibility to repair and
maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated: 26/10/18
Signature of Thomas
Owner of Lot 2

cc: The Owners – Strata Plan No 17885

Special by-law no. 6 – Lot 29 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) '**Major/Minor Works**' means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

(i) Bathroom Renovation - Waterproofing & Demolition

(ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) '**Lot**' means 29 in strata plan 17885.

(c) '**Plans**' means the plans/drawings supplied by owner as per quotes received from 'Renovate Today' a copy of which are attached to this bylaw.

Please refer to Annexure A, Annexure C and 'Renovate Today' Attachment.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 4 - FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Margaret Simpson UNIT/LOT NUMBER 29

CONTACT TELEPHONE (list all) 0443 223 320

EMAIL margaret.simpson@gmail.com bianca@jamessearly.com.au

LOCATION: ☐ KITCHEN ☒ BATHROOM ☐ TOILET ☐ HALLWAY
☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☒ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☒ OTHER Demolition / waterproofing

PREFERRED DATE OF WORKS STARTING 14.12.21 ENDING 17.12.21

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS - this was emailed to
AND EITHER: ☐ PLAN BY ARCHITECT (if available) contin with B/LAWS
OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☒ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee" N/A

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 4 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: Margaret Simpson DATE: 16.11.2021

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: _____ DATE: _____

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: _____ DATE: _____

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: _____ DATE: _____

Annexure "C"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General

Land & Property Information NSW

Queens Square

SYDNEY NSW 2000

I/we, Margaret Simpson, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
new bathroom to be carried out by me/us as the owner/s of lot 29
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
- TBC - or any adjournment of that meeting.

Dated: 16th November, 2021.

Signature of X M. Simpson

Owner of Lot Margaret Simpson/Lot 29

cc: The Owners - Strata Plan No 17885



- RESTORING THE PAST. BUILDING THE FUTURE -

BY LAW PROJECT PROPOSAL

Prepared on 15 November 2021

Address: PO Box 86, Miranda, NSW, 1490
Phone: 0406 886 886
Email: info@renovatetoday.com.au
ACN: 637 948 620

PROJECT OVERVIEW & DETAILS

This information and Scope of Works is presented on behalf of Margaret and John Simpson for the bathroom renovation of property 29/63-69 President Avenue, Caringbah, NSW, 2229, Australia.

All information and designs are as per the Owner's request.

OWNER DETAILS

Margaret and John Simpson

OWNER CONTACT DETAILS

PROJECT ADDRESS

29/63-69 President Avenue, Caringbah, NSW, 2229, Australia.

PROJECT TYPE

Bathroom Renovation

STRATA DETAILS

Body Corporate Services

BUILDING/STRATA MANAGER CONTACT

Caitlin Butler

APPROXIMATE DURATION OF PROJECT

3-4 weeks from commencement date

CURRENT STATE OF BATHROOM REPORT

An inspection of Unit 29, 63-69 President Avenue, Caringbah, NSW, 2229, Australia was conducted on 5 November 2021. The following outlines our findings on the current state of the bathroom.

- Slight unpleasant damp/mould odour.
- Concrete/wall dampness.
- Wear and tear of grout in all wet area.
- Wear and tear of silicone/edge of wall in bathroom.
- Slight discolouring of paint/mould in bathroom.
- Signs of waterproofing defects.
- Signs of plumbing/taps/washers wear and tear.
- Discolouration of tilings.
- General drainage maintenance/service required in bathroom.
- Moisture test carried out with positive reading.

To rectify the above defects, and prevent further damage to the property, the Client has requested an urgent renovation in accordance with the scope of works provided.

IMAGES OF CURRENT STATE AND DEFECTS OF BATHROOM

Please note: As per NSW Registrar General Guidelines, the photographs on this page have been omitted.

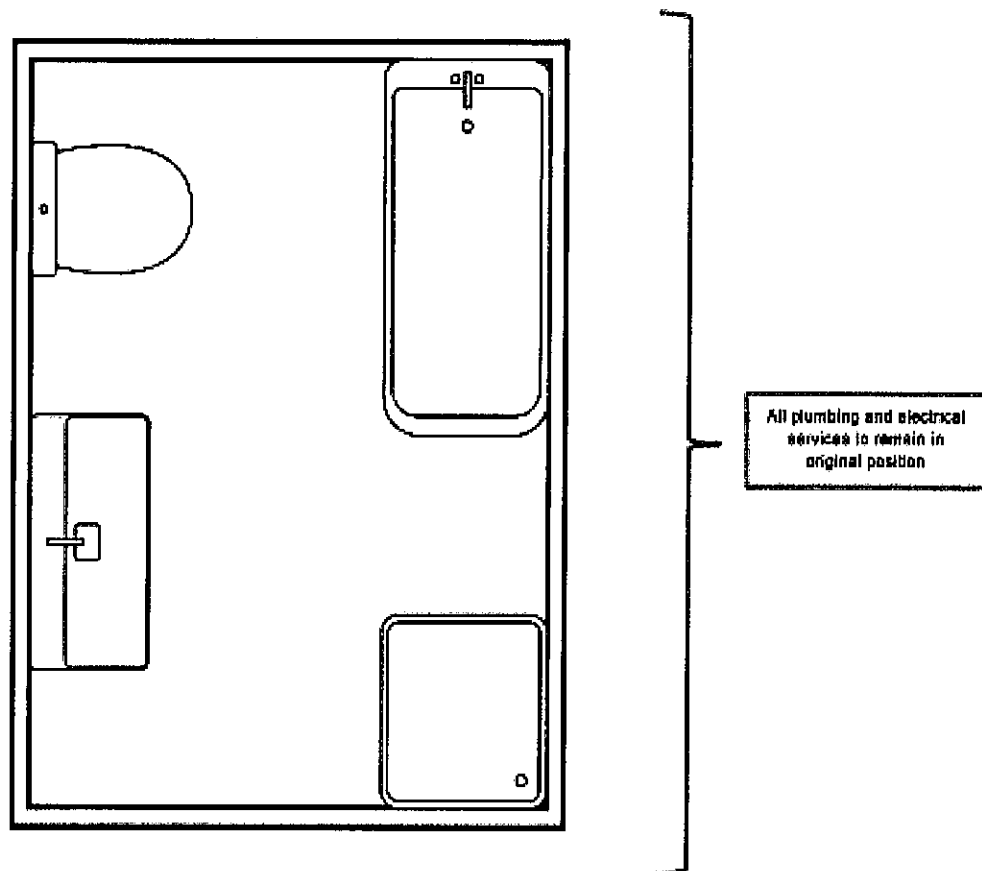
Please note: As per NSW Registrar General Guidelines the photographs on this page have been omitted.

SCOPE OF WORKS FOR RENOVATION PROJECT

JOB TYPE	RENOVATION DESCRIPTION OF WORK/S	MATERIAL LIST
1. SAFETY INDUCTION	<ul style="list-style-type: none"> ▪ Safety meeting. • Notice of work. ▪ Safe work methods. ▪ Barricade work area. • PPE. ▪ Preparation of work. • Covid safe plan • Covid QR code 	<ul style="list-style-type: none"> ✓ Signs ✓ Noticeboard ✓ PPE materials. ✓ Covid documentation.
2. PROJECT PREPARATION	<ul style="list-style-type: none"> • Cover certain section of property for floor protection. • Barricade all work area in preparation for demolition. ▪ Organise/schedule all other tradespeople. ▪ Organise supplies and deliveries. • Store all materials in designated place. ▪ Obtain plans and designs. ▪ Plan rubbish removal. 	<ul style="list-style-type: none"> ✓ Drop sheets. ✓ Carpet protector ✓ Skip bin/trailer
3. SHOWROOM	<ul style="list-style-type: none"> • Guidance with selection of all products. ▪ Showroom consultation. 	<ul style="list-style-type: none"> ✓ Basic design
4. MAIN BATHROOM	<ul style="list-style-type: none"> ▪ Safely isolate power supply. ▪ Safely isolate water supply. • Remove all plumbing fixtures. ▪ Cap off all water points. ▪ Cap off all electrical points. • Demolition of entire main bathroom. ▪ Safely remove all bathroom waste. • Remove bathroom door. • Mark out new bathroom design. ▪ Confirm bathroom design with client. ▪ Grind and expose wall sections for new plumbing. • Supply and install new plumbing for all fixtures. ▪ Supply and install new water pipes to new plumbing points for upgraded mixers. • Grind and expose new sections for minor drainage pipe alterations. • Test all internal plumbing. • Test all internal drainage. ▪ Supply and install render patch on walls. • Prepare floor surface for waterproofing. • Supply and install cement bedding for tiling. ▪ Supply and apply waterproofing primer. • Supply and install special waterproofing edge material. 	<ul style="list-style-type: none"> ✓ PVC pipes ✓ PVC fittings ✓ PVC primer ✓ PVC glue ✓ Copper adapters ✓ Copper fittings ✓ PEX fittings ✓ Welding material ✓ PEX plastic type pipe ✓ Saddles ✓ Cement for pipe support ✓ Cement for drainage support. ✓ Supply skip bin ✓ Electrical cables ✓ Electrical connectors ✓ Waterproofing primer ✓ Cement bedding ✓ Cement render for damaged sections of walls ✓ No more gaps sealant ✓ Tile trim ✓ Bricks.

	<ul style="list-style-type: none"> • Supply and apply 3-4 coats of waterproofing membrane. ▪ Inspect and test waterproofing. ▪ Prepare for tiling. • Install floor tiles. ▪ Install standard floor drain. ▪ Install wall tiles. • Clean entire bathroom. ▪ Prepare for painting. ▪ Protect floor tiles. • Remove and dispose floor protection. ▪ Supply and install standard power point. ▪ Supply and install standard light switch. • Installation of shower screen ▪ Install toilet. ▪ Install bath • Install vanity. ▪ Install all accessories. ▪ Silicone all fixtures. • Purge all water supply in bathroom. ▪ Clean all filters. ▪ Test all external plumbing. • Commission all plumbing. ▪ Reinstall existing door. ▪ Clean entire bathroom. • Remove all rubbish from bathroom. 	<ul style="list-style-type: none"> ✓ Base coat patch ✓ Topcoat patch ✓ Timber fixings ✓ Packers for levelling ✓ Screws ✓ Silicone ✓ Wall cement sheets ✓ PVC trap ✓ Cover plates ✓ Emergency shut off valves ✓ Teflon ✓ Lock seal ✓ Cleaning rags ✓ Drop sheets ✓ Cleaning spray ✓ Flexible water hoses ✓ PVC adaptors ✓ Brass connectors.
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EXISTING PROJECT LAYOUT



FOR MORE INFORMATION, PLEASE REFER TO SCOPE OF WORKS.

Certificate of Currency

Policy Number: GA129011948BUSP

**Certificate Date:**

05 November, 2021

Hollard Commercial Insurance
Level 12, 465 Victoria Ave
Chatswood NSW 2067
T 1300 306 226

Insurer

The Hollard Insurance Company Pty Ltd

Important Information

This Certificate of Currency is issued as a matter of information only and confers no rights upon the certificate holder.

Intermediary Details

Broker Name

Trade Risk

Period of Cover

05/12/2021 to 05/12/2022 at 4pm

Insured

Insured Name

iCare Plumbing Pty Ltd & Renovate Today
Pty Ltd

Trading Name

Policy Wording

Hollard Commercial Business Insurance Policy Wording HCl BI 022021A Effective Date 13 August 2021

Primary Situation : 4/99-111 Karimbla Road MIRANDA NSW 2228

Public and Products Liability cover section

	Limit of liability
General Liability and Products Liability	\$ 20,000,000
Additional benefit	
Property in Your physical or legal control	\$ 250,000
Applicable Excess	
Excess	\$ 250

Geographical Limit: means:

- a) anywhere in the World except North America;
- b) North America but only with respect to:
 - i) overseas business visits by any of Your directors, partners, officers, executives or Employees, who are non-resident in North America but not where they perform manual work in North America;
 - ii) Products exported to North America without Your knowledge.

LIMITS OF LIABILITY

a) for General Liability the limit of liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence;

This policy is issued by Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) ('HCl'), acting under a binder as agent for the insurer The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) ('Hollard').

Document template version: 02.23.02.00

Certificate of Currency
Policy Number: GA129011948BUSP



b) for Products Liability the limit of liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.

Primary Occupation

Plumber (excl. Vic
Plumbers)(incl. Non-
Domestic)

Other Occupations

House Alteration/Renovation/General Repair (excl.
Licensed Builders)

This policy is issued by Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) ('HCl'), acting under a binder as agent for the insurer The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) ('Hollard').

Document template version: 02.23.02.00



COMPLIANCE CERTIFICATE — WET AREAS

Issued under Section 109C(1)(a) Environmental Planning & Assessment Act 1979

I *Timothy James Rewais*

Certify that building elements in wet areas within the
Bathroom

Address: 29/63-69 president avenue Caringbah nsw 2229

Building Code of Australia (BCA) Classification: Class 1(a) / Class 10(a)

- Has been installed in accordance with Australian Standard AS 3470-2010 and Building Code of Australia, Volume 2 Part 3.8.1 at the above address.

Certified and dated this day: 6th December 2021

By Name:

Timothy James Rewais

License No: 307876C

As a suitability qualified installation agent of:

Organisation:

State Building Solutions Pty. Ltd.

Address: 2/118 Main Street Mittagong NSW 2575

Phone No: 0432175675

Email address: tim@statebuildingsolutions.com

Signature:

Special by-law no. 7 – Lot 11 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) '**Major/Minor Works**' means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

- (i) Split system air condition installation to the lounge room
- (ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) '**Lot**' means 11 in strata plan 17885.

(c) '**Plans**' means the plans/drawings supplied by owner and dated 6.04.2020 a copy of which are attached to this bylaw.

Please refer to Contractor Documents, Annexure A-Lot 11, Plans and Annexure C - Lot 11.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. ☒ FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the documents before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Samuel Bathis UNIT/LOT NUMBER 11

CONTACT TELEPHONE (list all).....

EMAIL.....

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
☒ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☒ ELECTRICAL
☐ CEILING ☒ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☒ OTHER Air Con

PREFERRED DATE OF WORKS STARTING..... ENDING.....

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKS
 AND EITHER: ☐ PLAN BY ARCHITECT (if available)
 OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. ☒ for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: [Signature] DATE: 6.4.20

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:
 As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE:..... DATE:.....

CEILING CAVITY ALTERATIONS:
 As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE:..... DATE:.....

HARD FLOORING IN DESIGNATED AREAS:
 As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE:..... DATE:.....

Annexure "C"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We, Samuel Bathis, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
weight Air & Electrical to be carried out by me/us as the owner/s of lot 11
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated: 6.4.20

Signature of [Signature]

Owner of Lot 11

cc: The Owners – Strata Plan No 17885

Business Insurance Certificate of Currency



Policy Number: 15T4560675

Certificate Date 19 December, 2019

Insurer

Insurance Australia Limited
ABN 11 000 016 722
AFSL 227681
trading as CGU Insurance

Important Information

The policy referred to below is current as at the date of issue of this certificate. Whilst a policy expiration date has been indicated, please note that the policy may be cancelled prior to this date.

Accordingly, reliance should not be placed on the policy expiration date.

Period of Cover 19/10/2019 to 19/10/2020 at 4pm

Insured

Insured Name Wright Air & Electrical Pty Ltd
ABN 76 621 638 220
Address 24 Yarra Road
PHILLIP BAY, NSW, 2036

Policy Wording

Steadfast

COVERS FOR ALL SITUATIONS

Public and Products Liability

Limit of Liability

Limit of Liability - Public & Products Liability \$ 20,000,000

Additional Benefit

Property in Physical & Legal Control - Limit \$ 250,000
Do you require Consumer Protection cover No

Imposed Conditions

Condition # 1

Name Welding Condition
Code LE63

Wording

We do not cover any liability in respect of claims arising out of grinding, cutting, heating, welding or similar operation in which welding equipment is used, unless such activity is conducted in strict compliance with the Australian Standard(s) issued by the Standards Association of Australia.

Situation Details

Situation: 24 Yarra Road PHILLIP BAY NSW 2036 (Principal)

Business Details

Air Conditioners, Household, Repair/Install

Interested Parties

No Interested Parties noted

This is to certify cover has been granted in terms of CGU's standard policy (a copy of which is available on request) and that cover is subject to the terms, conditions, exclusions and endorsements of that policy.

This certificate is not a substitute for the Policy of Insurance issued. The policy, not this certificate, details the rights and obligations and the extent of your insurance cover.

Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance
General Enquiries no: 13 24 81 Claims Enquiries no: 13 24 80
Document template version: 02.33.00.00

Website: www.cgu.com.au
Page 1 of 2

**Business Insurance
Certificate of Currency**



Policy Number: 15T4560675

Yours faithfully,

Commercial Underwriting

CGU Insurance

Insurance Australia Limited ABN 11 000 018 722 trading as CGU Insurance
General Enquiries no: 13 24 81 Claims Enquiries no: 13 24 80
Document template version: 02.33.00.00

Website: www.cgu.com.au
Page 2 of 2



QUOTE

Sam Bathis

Date
7 Apr 2020

Expiry
30 Apr 2020

Quote Number
QU-876

Reference
11/83-89 President
Avenue Caringbah

ABN
76 621 638 220

Wright Air & Electrical Pty
Ltd
Attention: Jonathan Wright
0419 473 030
jonathan@wrightair.com.au
PHILLIP BAY NSW 2036
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
For the supply and installation of a Daikin 3.5kw Cora Reverse Cycle Wall Mounted Split System to service the Main Living. 1x 3.5kw Cora indoor unit to be mounted on the Living Room wall hard to the balcony (being a right hand side entry type installation). External copper pipes, cables and drain to be enclosed in Woodland Grey Colorbond metal trunking. 1x 3.5kw Outdoor condenser unit to be mounted on 100mm plastic feet mounts on balcony end blowing back across balcony to maximise balcony space. Power to be taken from the most local power point in 25x16mm White Aussie duct. If nuisance tripping occurs quote does not included running a dedicated electrical supply from switchboard how ever highly unlikely. Drain to be taken to balcony drainage point. All Daikin systems come with 5 years Manufactures Warranty. Model: FTXV35UVMA	1.00	████████	10%	████████
Subtotal				████████
TOTAL GST 10%				████████
TOTAL AUD				████████

Special by-law no. 8 – Lot 29 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) '**Major/Minor Works**' means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

(i) Kitchen Renovation

(ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) '**Lot**' means 29 in strata plan 17885.

(c) '**Plans**' means the plans/drawings supplied by owner and dated 2.8.2021 a copy of which are attached to this bylaw.

Please refer to Annexure A, Annexure C and Renovate Today Proposal.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. 41 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME John & Margaret Simpson UNIT/LOT NUMBER 29

CONTACT TELEPHONE (list all) 0448 273 320 (M)

EMAIL mandy.simp@gmail.com

LOCATION: ☒ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY

☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☒ PAINTING ☒ TILING ☒ FLOOR SURFACES ☒ ELECTRICAL

☐ CEILING ☐ AIRDUCT'S ☐ FIRE SPRINKLERS

☒ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION

☐ COMMON PROPERTY ALTERATION ☐ OTHER

PREFERRED DATE OF WORKS STARTING..... ENDING.....

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 41 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: M. J. Simpson DATE 5-8-21 JW Simpson

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: M. J. Simpson DATE 5-8-21 JW Simpson

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic integrity caused by the alteration.

OWNERS SIGNATURE: M. J. Simpson DATE 5-8-21 JW Simpson

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: M. J. Simpson DATE 5-8-21 JW Simpson

Annexure "C"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General

Land & Property Information NSW

Queens Square

SYDNEY NSW 2000

I/We, John & Margaret Simpson, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
_____ to be carried out by me/us as the owner/s of lot 29.
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated: 5.8.21

Signature of M. J. Simpson M. J. Simpson
Owner of Lot M. J. Simpson M. J. Simpson

cc: The Owners - Strata Plan No 17885



BY LAW PROJECT PROPOSAL

Prepared on 02 August 2021

Address: PO Box 86, Miranda, NSW, 1490
Phone: 0405 886 886
Email: info@renovatetoday.com.au
ACN: 637 948 620

PROJECT OVERVIEW DETAILS

This information and Scope of Works is presented on behalf of Margaret and John Simpson for renovation of property 29/63-69 President Ave, Caringbah, NSW, 2229, Australia. All information and designs are as per the Owner's request.

OWNER DETAILS

Margaret & John Simpson

OWNER CONTACT DETAILS

[REDACTED]

PROJECT ADDRESS

29/63-69 President Avenue, Caringbah, NSW, 2229, Australia.

PROJECT TYPE

Apartment Renovation - Kitchen

STRATA DETAILS

[REDACTED]

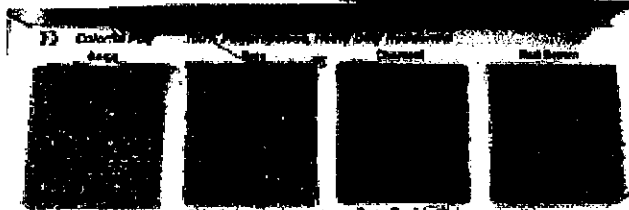
BUILDING MANAGER CONTACT

[REDACTED]

APPROXIMATE DURATION OF PROJECT

4-6 weeks

NO/TYPE	RENOVATION CHECKLIST/NOTES	INTERQUIRY
1. SAFETY INDUCTION	<ul style="list-style-type: none"> • Safety meeting. • Notice of work. • Safe work methods. • Barricade work area. • PPE. • Preparation of work. 	<ul style="list-style-type: none"> ✓ Signs ✓ Noticeboard ✓ PPE materials.
2. PROJECT PREPARATION	<ul style="list-style-type: none"> • Cover all common property for floor protection. • Barricade all work area in preparation for demolition. • Organise/schedule all other tradespeople. • Organise supplies and deliveries. • Store all materials in designated place. • Obtain all relevant approvals. • Obtain plans and designs. • Liaise with Building Manager. • Liaise with strata. • Plan rubbish removal. 	<ul style="list-style-type: none"> ✓ Drop sheets ✓ Carpet protector ✓ Skip bin.
3. PRODUCT SELECTION	<ul style="list-style-type: none"> • Guidance with selection of all products. • Showroom consultation. 	✓ N/A
4. ENGINEER	<ul style="list-style-type: none"> • Engineer inspection not required 	✓ N/A
5. DEMOLITION	<ul style="list-style-type: none"> • Barricade all work area. • Safely isolate water supply. • Safely isolate power supply. • Cap off power. • Cap off drainage. • Cap off water. • Reinstate water supply. • Dismantle kitchen. • Demolish splash back. • Supply skip bin. • Remove all rubbish in skip bin. • Sweep up apartment. • Vacuum apartment. • Vacuum common area. 	<ul style="list-style-type: none"> ✓ Drop sheets. ✓ Skip bin. ✓ Cornices ✓ Rubbish bags ✓ Rubbish tubs ✓ Cleaning Equipment
6. KITCHEN RENOVATION	<ul style="list-style-type: none"> • Floor plan and 3D presentation. • Safely isolate power supply. • Safely isolate water supply. • Mark out new kitchen design. • Confirm kitchen design with client. • Grind and expose wall sections for new plumbing adjustment. • Grind and expose new sections for electrical adjustment. • Supply and install new water pipes to new plumbing points. • Supply and install new electrical cables for new points. • Adjust drainage. • Test all internal plumbing. • Test all internal drainage. • Prepare for tiling. • Supply and install new POLYTEC floor and wall cabinets. • Supply and install standard 20mm stone. • Protect floor tiles. 	<ul style="list-style-type: none"> ✓ PVC pipes ✓ PVC fittings ✓ PVC primer ✓ PVC glue ✓ Copper adapters ✓ Copper fittings ✓ PEX fittings ✓ Welding material ✓ PEX plastic type pipe ✓ Saddles ✓ Cement for patch. ✓ Electrical cables ✓ Electrical connectors

	<ul style="list-style-type: none"> • Install new appliances and fixtures. • Clean entire kitchen. • Supply and install standard power point. • Supply and install standard light switch. • Install all accessories. • Installation of rangehood. • Silicone all fixtures. • Purge all water supply in kitchen. • Clean all filters. • Test all external plumbing. • Commission all plumbing. • Clean entire kitchen. • Remove all rubbish from kitchen. 	<ul style="list-style-type: none"> ✓ No more gaps sealant ✓ Tile trim ✓ Base coat patch ✓ Topcoat patch ✓ Packers for levelling ✓ Screws ✓ Silicone ✓ PVC trap ✓ Cover plates ✓ Emergency shut off valves ✓ Teflon ✓ Lock seal ✓ Cleaning rags ✓ Drop sheets ✓ Cleaning spray ✓ Flexible water hoses ✓ PVC adaptors ✓ Brass connectors. ✓ Polytac panels ✓ 20mm standard stone.
7. TILING	<ul style="list-style-type: none"> • Prepare floor for tiling • Prepare splash back for tiling • Tile floor • Tile splash back 	<ul style="list-style-type: none"> ✓ Glue ✓ Grout ✓ Spacers
8. PAINTING	<ul style="list-style-type: none"> • Clean all walls and ceiling in preparation of painting • Cover all floor in preparation for painting. • Minor patch up of cracks in walls and ceiling • Work out colour layout throughout unit. • Supply and install primer on all walls and ceilings • Supply and install topcoat on all walls and ceilings • Supply and install primer on skirtings, doors and frames • Supply and install paint on all skirting, doors and frames • Remove paint protection • Clean up • Remove all rubbish 	<ul style="list-style-type: none"> ✓ Paint ✓ Brushes ✓ Rollers ✓ Turpentine ✓ Tape ✓ Cleaning material
9. CARPET	<ul style="list-style-type: none"> • Remove and dispose existing carpet and underlay • Supply and install standard carpet throughout bedrooms, hallway and living room 	<ul style="list-style-type: none"> ✓ Underlay ✓ Carpet

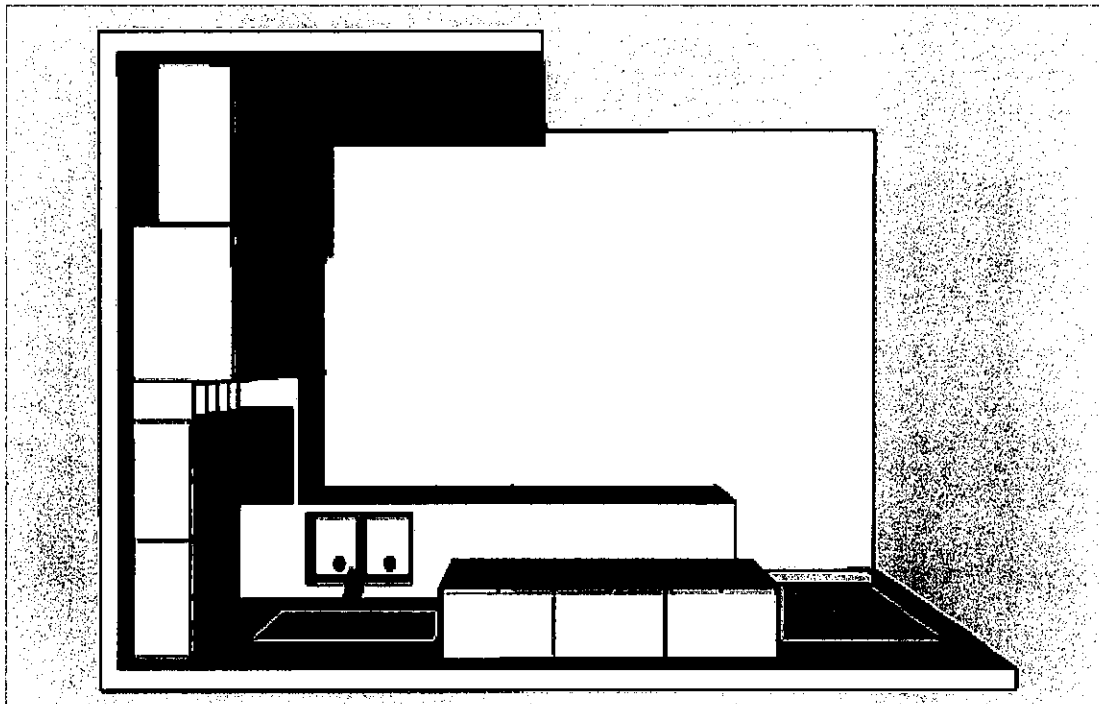
10. CLEANING	<ul style="list-style-type: none"> Final general clean up at completion of job 	✓ Cleaning equipment
11. PC ITEMS	<ul style="list-style-type: none"> Note: All PC items are to be selected and purchased by client such as: <ul style="list-style-type: none"> Kitchen appliances Kitchen products Kitchen fixtures Tiles Lights Electrical points 	✓ N/A

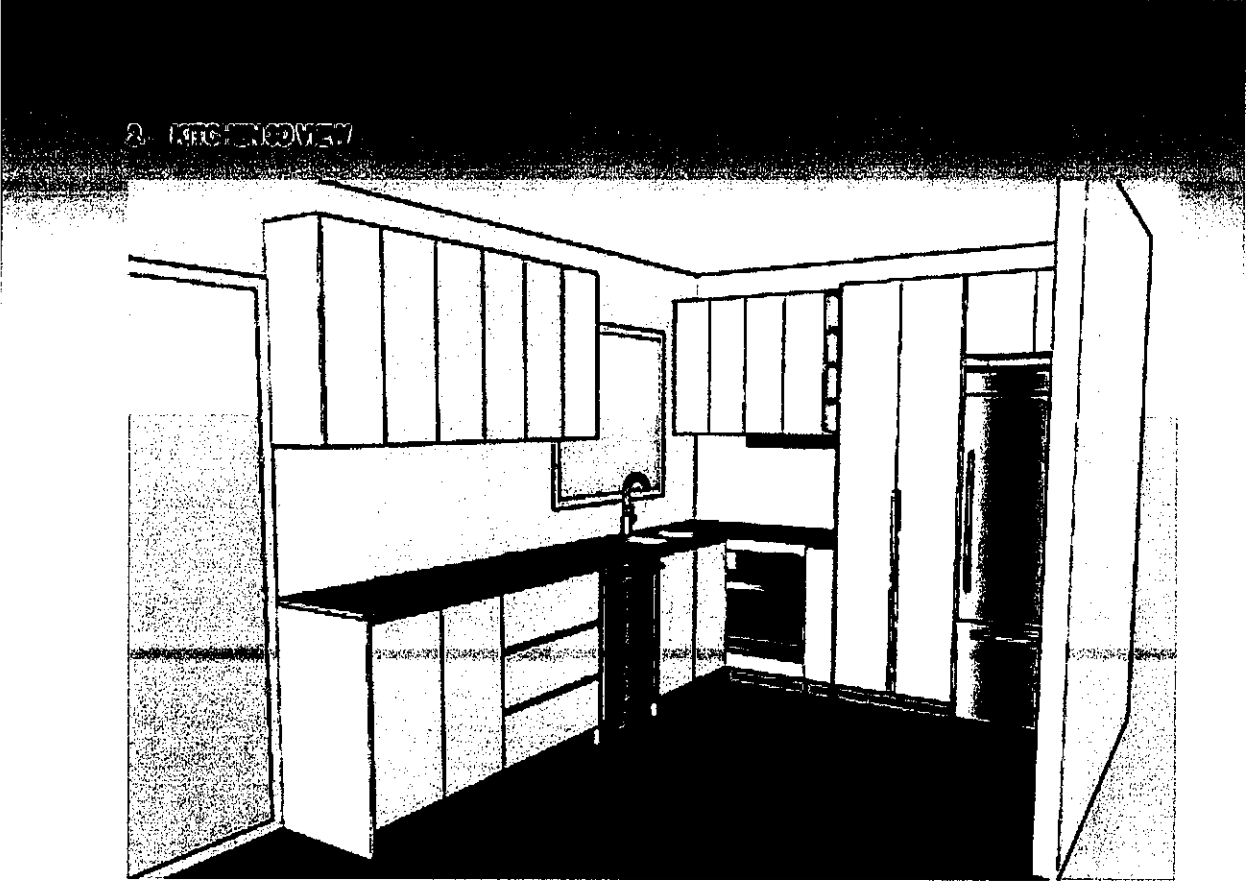
EXISTING PROJECT LAYOUT

Please note: As per NSW Registrar General Guidelines, the photograph on this page has been omitted.

NEW PROPOSED PROJECT LAYOUT

1. KITCHEN 3D VIEW (AERIAL)







NOTE: ALL ELECTRICAL AND PLUMBING FIXTURES WILL REMAIN IN THE SAME POSITIONS.

FOR MORE INFORMATION, PLEASE REFER TO THE SCOPE OF WORKS.

Special by-law no. 9 – Lot 25 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) '**Major/Minor Works**' means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

(i) Air Conditioning Installation

(ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) '**Lot**' means 25 in strata plan 17885.

(c) '**Plans**' means the plans/drawings supplied by owner as per 'Attachment 1' a copy of which are attached to this bylaw.

Please refer to Annexure A, Annexure C and Attachment 1.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 4-2 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Amy Sukkar UNIT/LOT NUMBER 25

CONTACT TELEPHONE (list all)

EMAIL

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
☒ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL
☐ CEILING ☒ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER

PREFERRED DATE OF WORKS STARTING 01/09/21 ENDING 01/09/21

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKS
 AND EITHER: ☐ PLAN BY ARCHITECT (if available)
 OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☒ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 4-2 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: AS DATE: 12/07/2021

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: DATE:

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE:

HARD FLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: DATE:

Annexure "C"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General

Land & Property Information NSW

Queens Square

SYDNEY NSW 2000

I/We Amy Sukkar, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
airconditioning to be carried out by me/us as the owner/s of lot 25
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on _____ or any adjournment of that meeting.

Dated: 13/07/2021

Signature of AS

Owner of Lot 25

cc: The Owners – Strata Plan No 17885

Attachment 1 – Lot 25 Air Conditioner

TOP
SELLER

BONUS
OFFER

ADD
INSTALLATION



Special by-law no. 10 – Lot 30 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) '**Major/Minor Works**' means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

(i) Ducted Air Conditioning Installation

(ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) '**Lot**' means 30 in strata plan 17885.

(c) '**Plans**' means the ducted air conditioning plans/drawings supplied by owner as per quotes received from 'Warn Air' a copy of which are attached to this bylaw.

Please refer to Annexure A, Annexure C and Wam Air Quotes.

BUILDING WORKS APPLICATION FORM

OWNERS NAME Calyssa Mandares UNIT/LOT NUMBER 30

CONTACT TELEPHONE (list all) _____

EMAIL ADDRESS: 014644304601386006123215111411

WORK INVOLVES:

<input type="checkbox"/> PAINTING	<input type="checkbox"/> TILING	<input type="checkbox"/> FLOOR SURFACES	<input checked="" type="checkbox"/> ELECTRICAL
<input checked="" type="checkbox"/> CEILING	<input checked="" type="checkbox"/> AIRDUCTS	<input type="checkbox"/> FIRE SPRINKLERS	
<input type="checkbox"/> PLUMBING	<input type="checkbox"/> MASONRY	<input type="checkbox"/> WALL REMOVAL/PENETRATION	
<input type="checkbox"/> COMMON PROPERTY ALTERATION	<input type="checkbox"/> OTHER		

PREFERRED DATE OF WORKS STARTING..... ENDING.....

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKS
AND EITHER: ☐ PLAN BY ARCHITECT (if available)
OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

BOND DEPOSIT: CHECK # 1000000 made out to "The O-quest - Summit N.Y. 17811, or or the Treasurer of the Executive Committee"

□ DEVELOPMENT APPLICATION

I, the undersigned hereby warrant that I have read the Special By-Law No. 4 For major and minor work approval programs and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: _____ DATE: 13/7/2

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

Q-REPS SIGNATURE: [Signature] DATE: 1/1/72

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic privacy caused by the alteration.

OWNER'S SIGNATURE _____ DATE 7-7-67

HANDFLOWING IN DESIGNATED AREAS:—

As the work specified for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNER'S SIGNATURE: _____ DATE: _____

Annexure "G"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

Owe, Carmen Mavroudis CONSENT to the making of a by-law
conferring rights over the common property for the installation of
Air Conditioning to be carried out by me/us as the owner/s of lot 30
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated: 13/7/21
Signature of Carmen Mavroudis
Owner of Lot 30

cc: The Owners - Strata Plan No 17885



QUOTE

Calyssa Manolaros
Unit 30 63-69 President Ave
CARINGBAH NSW 2229
AUSTRALIA

Date
12 Jul 2021

Quote Number
QU-0831

ABN
70 637 851 239

WAM Air Pty Ltd
13 Archer Row
MENAI NSW 2234
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
	1.00	22,222.22	10%	24,444.44

Hey Calyssa as discussed here is 4 of 4 quotes for the supply and installation of air conditioning at 30/63-69 President Ave Caringbah.

For the supply and installation of a single phase 10kw cooling/12.5kw heating reverse cycle Daelon ducted air conditioner Model: FDYAN100AV1, 4 outlets on 3 zones. Your looking at ~~22,222.22~~.

This price includes:

- 10kw ducted air conditioner
- all ducts
- all duct fittings
- 4x supply air grills
- 1x 900x400 return air grill
- 3x zones
- zone control
- LCD backlit controller
- Labour
- Removal of all rubbish
- Condensation drains
- Copper piping
- Colourbond trunking
- Metal hanging strap
- Duct tape
- Isolator
- Adjustable rubber feet
- All sheet metal fittings
- Zone cables
- Transformer
- Drip tray

Note: Payment for installation is due on day of install via bank transfer

Special by-law no. 11 – Lot 16 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) '**Major/Minor Works**' means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

- (i) Core hole into common property brickwork and Timber Floorboard Installation
- (ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) '**Lot**' means 16 in strata plan 17885.

(c) '**Plans**' means the plans/drawing supplied by owner as per Annexure 4A a copy of which are attached to this bylaw.

Please refer to Annexure A, Annexure C and Annexure 4A.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. ☒ FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME ALICIA LAKES BROOKE STANLEY UNIT/LOT NUMBER 16
 CONTACT TELEPHONE (list all) 0412 058 623 & 0424 773 570
 EMAIL alicialak57@outlook.com

LOCATION: ☒ KITCHEN ☐ BATHROOM ☐ TOILET ☒ HALLWAY
☒ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☐ TILING ☒ FLOOR SURFACES ☐ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY ☒ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER

PREFERRED DATE OF WORKS STARTING 11/11/21 ENDING 18/11/21

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKS
 AND EITHER: ☐ PLAN BY ARCHITECT (if available)
 OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,800.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. ☒ for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: [Signature] DATE 19.10.21

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: [Signature] DATE 19.10.21

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: _____ DATE: _____

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: [Signature] DATE 19.10.21

Annexure "C"

CONSENT UNDER SECTION 52
STRATA SCHEMES MANAGEMENT ACT 1996
STRATA SCHEME 17885

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We, ALICIA LAKOS / BODIE STANLEY CONSENT to the making of a by-law
conferring rights over the common property for the installation of
_____ to be carried out by me/us as the owner/s of lot 16
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated: Tuesday 19 October 2021

Signature of AS

Owner of Lot 16

cc: The Owners - Strata Plan No 17885

ANNEXURE 4A

Core Hole for Range-hood Exhaust Fan - we would like to drill a hole in our kitchen brickwork to ventilate all steam created while cooking, as we are already experiencing a high volume of humidity in our unit. We believe this work will assist our unit greatly.

Please note: As per NSW Registrar General Guidelines the photograph on this page has been omitted.

Special by-law no. 12 – Lot 5 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) **Major/Minor Works** means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

- Bathroom Renovation

- (i) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) **Lot** means 5 in strata plan 17885.

(c) **Plans** means the plans/drawings supplied by owner and dated 12.4.22 a copy of which are attached to this bylaw.

Please refer to, Annexure A, Annexure C and Plans dated 12.4.22.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 48 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Rebecca RyanUNIT/LOT NUMBER 5

CONTACT TELEPHONE (list all).....

EMAIL.....

LOCATION: ☐ KITCHEN ☒ BATHROOM ☐ TOILET ☐ HALLWAY
☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☒ TILING ☐ FLOOR SURFACES ☒ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☒ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER.....

PREFERRED DATE OF WORKS STARTING..... 06/06/22 ENDING..... 18/06/22

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKSAND EITHER: ☐ PLAN BY ARCHITECT (if available)OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☒ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 48 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: Rebecca Ryan DATE: 12/04/2022

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: Rebecca Ryan DATE: 12/04/2022

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: Rebecca Ryan DATE: 12/04/2022

FLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: Rebecca Ryan DATE: 12/04/2022

Annexure "C"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We REBECCA RYAN, CONSENT to the making of a by-law in our
conferring rights over the common property for the installation of

BATHROOM RENOVATION to be carried out by me/us as the owner/s of lot 5
strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated:/2/04/2022.....

Signature of RRyan

Owner of Lot 5

cc: The Owners – Strata Plan No 17885

Tuesday 12th April 2022

**5/63-69 President Avenue
Carlingbah 2229**

To Whom it may concern,

I wish you gain approval for my bathroom renovation in lot 5.

The work involved for this renovation will be as listed below:

- New tiles
- New shower
- New bath
- New toilet
- New lights
- Adding ventilation

The structure of the bathroom will be staying the same.

Please don't hesitate to contact me if you have any questions or concerns.

Regards
Rebecca

Special by-law no. 13 – Lot 16 works

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owners cost and to remain the Owners fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2 APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of Plans and the amendment of the definition of Major Works and Lot as follows:

PART 3 DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

(a) **Major/Minor Works** means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:

- Air Conditioning Installation

(i) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) **Lot** means 16 in strata plan 17885.

(c) **Plans** means the plans/drawings supplied by owner as per Annexure 1 a copy of which are attached to this bylaw.

Please refer to, Annexure A, Annexure C and Annexure 1 - Lot 16 Air Conditioning.

Annexure "A"

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 4 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME ALICIA LAIOS
BRODIE STANLEY UNIT/LOT NUMBER 16

CONTACT TELEPHONE (list all):

EMAIL:

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
☐ LIVING ROOM ☐ BEDROOM ☐ OTHER BALCONY

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER BALCONY UNIT

PREFERRED DATE OF WORKS STARTING..... ENDING..... TBC

PLEASE ATTACH ☒ BRIEF DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: CHEQUE for \$1,000.00 made out to "The Owners - Strata Plan No 17885, or at the discretion of the Executive Committee"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 4 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: Alicia Laios DATE: 9.6.22

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the damaged masonry.

OWNERS SIGNATURE: Alicia Laios DATE: 9.6.22

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic privacy caused by the alterations.

OWNERS SIGNATURE: DATE:

HARD FLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: DATE:

Annexure "C"

CONSENT UNDER SECTION 52

STRATA SCHEMES MANAGEMENT ACT 1996

STRATA SCHEME 17885

TO: The Registrar-General

Land & Property Information NSW

Queens Square

SYDNEY NSW 2000

I/We, ALICIA LAKOS/BROOKE STANLEY, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
AIRCON to be carried out by me/us as the owner/s of lot 16
in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
12.7.22 or any adjournment of that meeting.

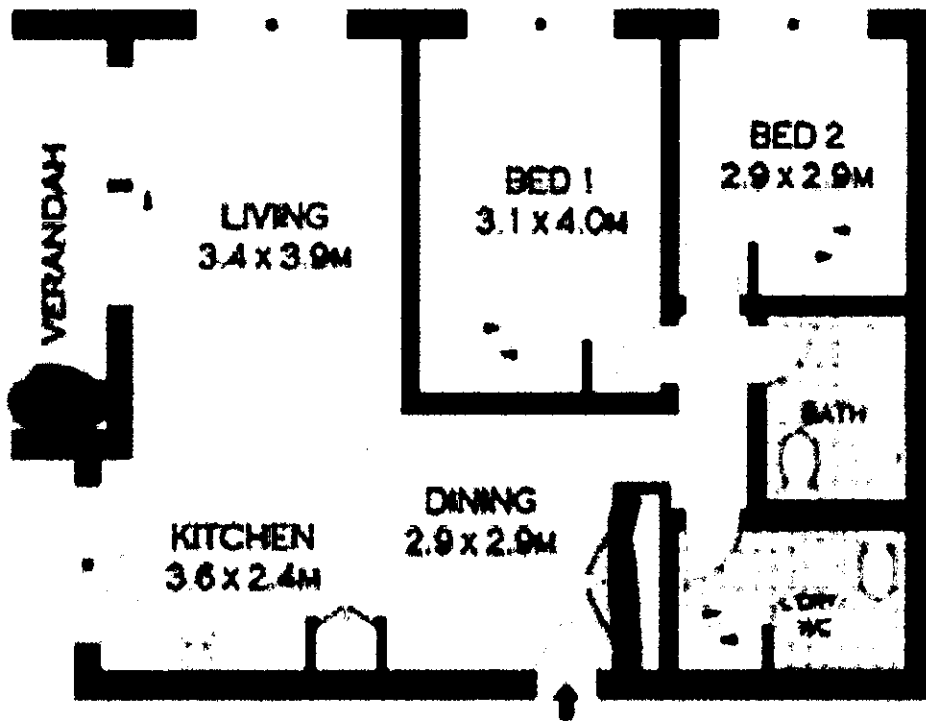
Dated: Thursday 9 June 2022

Signature of alicia lalos.

Owner of Lot 16

cc: The Owners - Strata Plan No 17885

ANNEXURE 1 – LOT 16 AIR CONDITIONING



GROUND FLOOR

Please note: As per NSW Registrar General Guidelines, the photograph on this page has been omitted.