

Seller disclosure statement



Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller **KELLY SINEAD PEARSON**

Property address
(referred to as the "property" in this statement) **1/38A MIDDLE STREET, LABRADOR QLD 4215**

Lot on plan description **1/SP145539**

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:
☒ **Yes** ☐ **No**
If Yes, refer to Part 6 of this statement for additional information *If No, please disregard Part 6 of this statement as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property. ☒ **Yes**

A copy of the plan of survey registered for the property. ☒ **Yes**

Registered encumbrances

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

Unregistered encumbrances (excluding statutory encumbrances)

There are encumbrances not registered on the title that will continue ☐ **Yes** ☒ **No** to affect the property after **settlement**.

Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed.

Unregistered lease (if applicable)

If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:

» the start and end day of the term of the lease:

» the amount of rent and bond payable:

» whether the lease has an option to renew:

Other unregistered agreement in writing (if applicable)

If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ **Yes**

Unregistered oral agreement (if applicable)

If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:

Statutory encumbrances

There are statutory encumbrances that affect the property. ☐ **Yes** ☒ **No**

If Yes, the details of any statutory encumbrances are as follows:

See Utility Plans

Residential tenancy or rooming accommodation agreement

The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☐ **Yes** ☒ **No**

If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? (*Insert date of the most recent rent increase for the premises or rooms*)

Note—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.

As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>): Medium Density Residential	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
*Transport infrastructure has the meaning defined in the <i>Transport Infrastructure Act 1994</i>. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No	
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No	
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: Date Range:

OR

The property is currently a rates exempt lot.** ☐

OR

The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount: Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount: Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below)	☒ Yes	☐ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.	☒ Yes	
	Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.		
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer.	☒ Yes	☐ No
	If No — An explanatory statement is given to the buyer that states:	☐ Yes	
	» a copy of a body corporate certificate for the lot is not attached; and		
	» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.		
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	☐ Yes	☒ No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer.	☐ Yes	☒ No
	If No — An explanatory statement is given to the buyer that states:	☐ Yes	
	» a copy of a body corporate certificate for the lot is not attached; and		
	» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.		
	Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.		

Signatures – SELLER

Signed by:

86ADA66AE7B749C...

Signature of seller

Signature of seller

Kelly Sinead Pearson

Name of Seller

Name of Seller

28/8/2025

Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53017265

Search Date: 18/08/2025 12:23

Title Reference: 50370121

Date Created: 24/10/2001

Previous Title: 13196093

REGISTERED OWNER

Dealing No: 723074582 19/02/2024

KELLY SINEAD PEARSON

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 145539
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 29742

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10321095 (POR 62)
2. MORTGAGE No 723074583 19/02/2024 at 15:06
SUNCORP-METWAY LIMITED A.C.N. 010 831 722

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

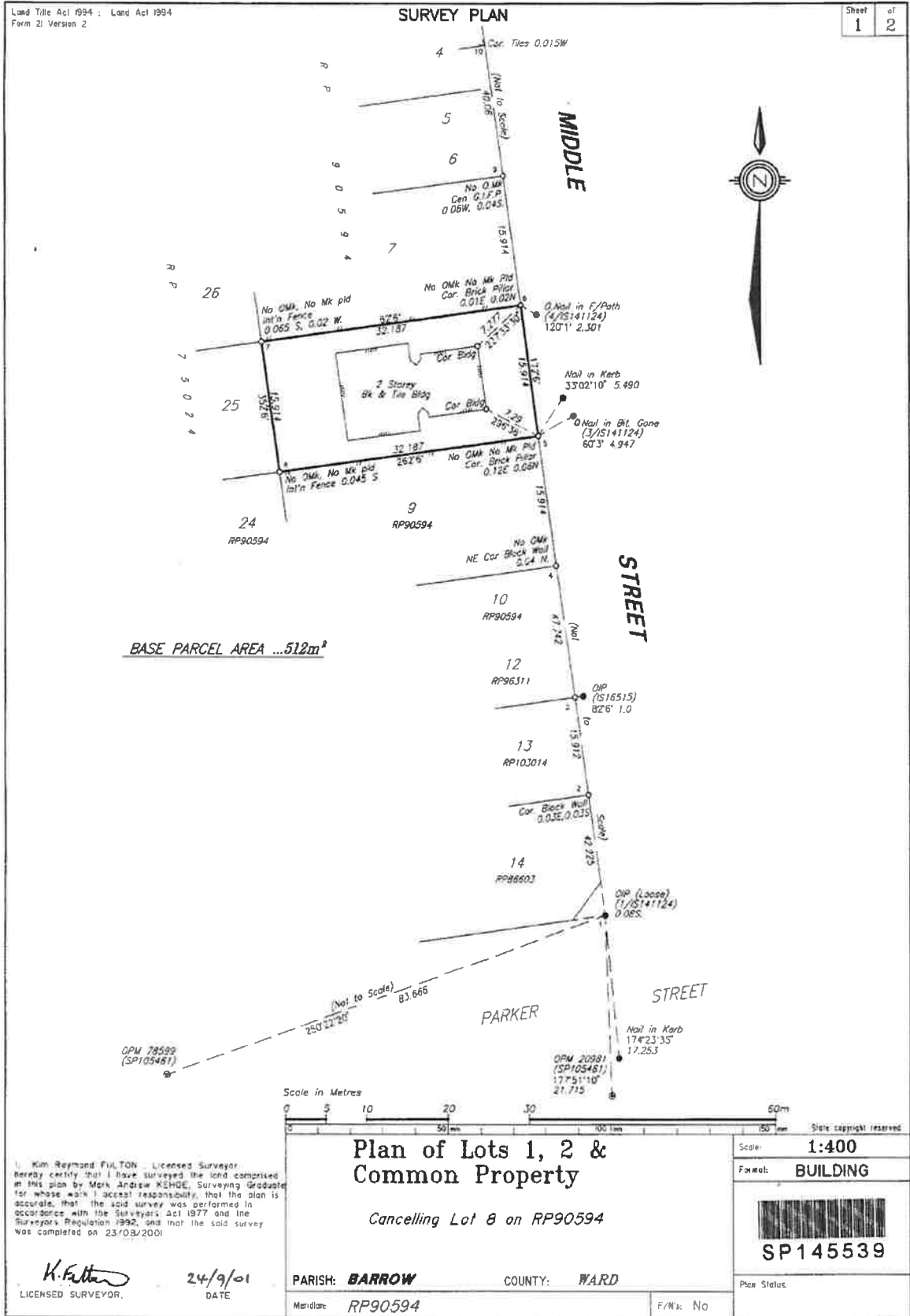
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ INFOTRACK PTY LIMITED

SP145539 V0 REGISTERED Recorded Date 23/10/2001 11:17 Page 1 of 3 Not To Scale



705133712 GC 400 NT \$316.60 23/10/2001 11:17	WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Registered</td> <td style="width: 50%; padding: 5px;"> Lodged by <i>KRG Lawyers</i> <i>GC260</i> (Include address, phone number, reference, and Lodger Code) </td> </tr> </table>	Registered	Lodged by <i>KRG Lawyers</i> <i>GC260</i> (Include address, phone number, reference, and Lodger Code)
Registered	Lodged by <i>KRG Lawyers</i> <i>GC260</i> (Include address, phone number, reference, and Lodger Code)		

1. Certificate of Registered Owners or Lessees. I/We BARRY JOHN SPALL BEVERLEY SPALL GARREN JOHN SPALL JOINT TENANTS INTER SE TENANT IN COMMON (Names in full) as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. ~~as Lessees of this land agree to this plan~~ Signature of <i>Barry Spall</i> <i>Beverley Spall</i> Registered Owners Lessees Rule out whichever is inapplicable	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: left;">6. Existing</th> <th colspan="3" style="text-align: left;">Created</th> </tr> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> <tr> <td>13196093</td> <td>8</td> <td>RP90594</td> <td>1-2 & Common Property</td> <td>-</td> <td>-</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Mortgage</th> <th colspan="2" style="text-align: left;">Allocation</th> </tr> <tr> <th></th> <th></th> <th>Lots Fully Encumbered</th> <th>Lots Partially Encumbered</th> </tr> <tr> <td>702299057</td> <td></td> <td>1-2 & Common Property</td> <td></td> </tr> <tr> <td>702299060</td> <td></td> <td>1-2 & Common Property</td> <td></td> </tr> </table>	6. Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	13196093	8	RP90594	1-2 & Common Property	-	-	Mortgage		Allocation				Lots Fully Encumbered	Lots Partially Encumbered	702299057		1-2 & Common Property		702299060		1-2 & Common Property	
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702299060		1-2 & Common Property																																	

2. Local Government Certificate. COUNCIL OF THE CITY OF GOLD COAST Hereby approves this plan in accordance with the: INTEGRATED PLANNING ACT 1997 Dated this <u>3</u> day of <u>October</u> 2001 KENNETH COLIN McDONALD Authorised Officer * Insert the name of the Local Government. * Insert Integrated Planning Act 1997 or Local Government (Planning and Environment) Act 1990	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">POR 62</td> <td style="width: 70%;">1, 2 & COMMON PROPERTY</td> </tr> <tr> <td>Orig</td> <td>Lots</td> </tr> </table> 7. Portion Allocation : 8. Map Reference : 9542-22341 9. Locality : LABRADOR 10. Local Government : GOLD COAST CITY COUNCIL 11. Passed & Endorsed : By : KIM RAYMOND FULTON Date : 4/10/01 Signed : <i>K. Fulton</i> Designation : Licensed Surveyor	POR 62	1, 2 & COMMON PROPERTY	Orig	Lots
POR 62	1, 2 & COMMON PROPERTY				
Orig	Lots				

13. Plans with Community Management Statement : CMS Number : <u>29742</u> Name : <u>38A MIDDLE STREET</u>	14. References : Dept File : <u>55013151</u> Local Govt : <u>2909</u> Surveyor : 2909
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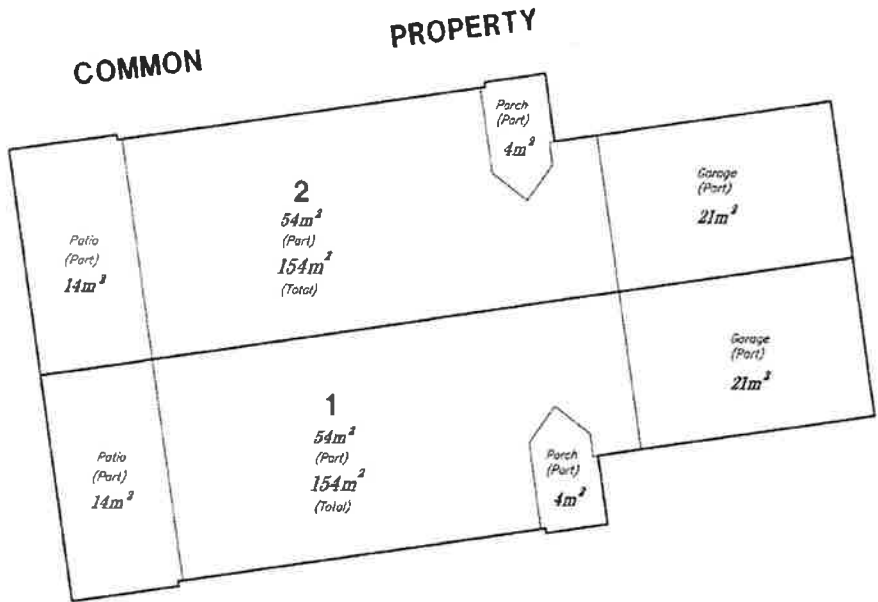
12. Building Format Plans only. I certify that : As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; ~~Part of the building shown on this plan encroaches onto adjoining lots and road~~ <i>K. Fulton</i> <u>24/9/01</u> Licensed Surveyor/Authorised Officer delete words not required	13. Lodgement Fees : <table style="width: 100%;"> <tr><td>Survey Deposit</td><td style="text-align: right;">\$</td></tr> <tr><td>Lodgement</td><td style="text-align: right;">\$</td></tr> <tr><td>New Titles</td><td style="text-align: right;">\$</td></tr> <tr><td>Photocopy</td><td style="text-align: right;">\$</td></tr> <tr><td>Postage</td><td style="text-align: right;">\$</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">\$</td></tr> </table>	Survey Deposit	\$	Lodgement	\$	New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$
Survey Deposit	\$												
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New Titles	\$												
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Postage	\$												
TOTAL	\$												

14. Insert Plan Number SP145539

Land Title Act 1994, Land Act 1994
Form 2A Version 1

ADDITIONAL SHEET

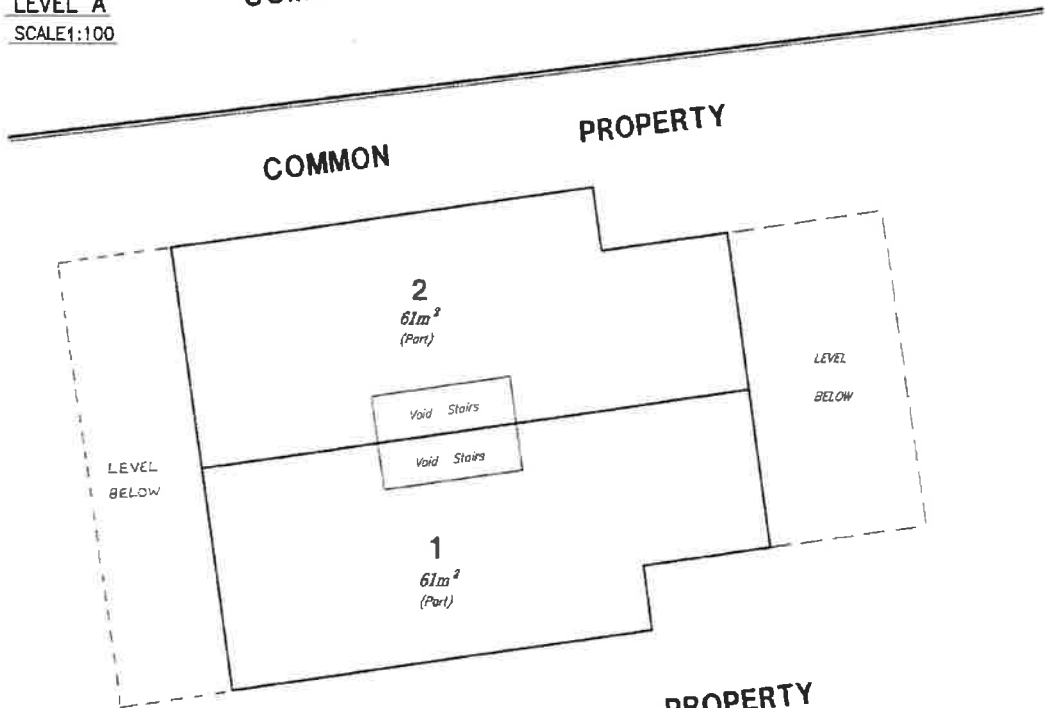
Sheet 2 of 2



LEVEL A
SCALE 1:100

COMMON

PROPERTY



LEVEL B
SCALE 1:100

COMMON

PROPERTY



State copyright reserved.

SP145539

RATE INFORMATION REPORT

Customer reference : Reference is 450673, Ordered o

Search number : 345105

Assessment number : 225740117

Date : 27 August 2025

Property situation : 38A Middle Street, LABRADOR QLD 4215

Property description : Lot 1 SP145539

Current owner : Kelly Sinead Pearson
Unit 1 / 38A Middle St
LABRADOR QLD 4215

Please note:

- This information is correct at the time of issue. Changes to this assessment may occur at any time subsequent to the date of this report that may result in an adjustment to the stated financial position. Written notice of which will only be given to the then owner.
- Interest at 12.12% p.a. compounded daily to be calculated to the date of receipt of payment on all overdue levies.
- Online assessment balances **do not** include any pending charges. Any rate or water charges that have not been issued yet will not be included in the self-service facility.
- If the outstanding amount identified via our self-service facility is different to the figure quoted in this document (and it is not due to the last payment amount) please phone 07 5667 5995 or 1300 366 659 quoting the account number to ascertain the amount to be paid before settlement.
- If a remittance by cheque or direct debit has been receipted to this assessment, acceptance of any payment is conditional upon it being honoured. Please note that Council will seek payment of outstanding amounts from the action to safeguard the interest of yourself/your client.
- Pensioner rebates will only be allowed on a pro-rata basis to the date of sale. Settlement should be calculated on this basis as the purchaser will receive supplementary advice requesting the payment of the adjusted rebates.

Charges for current period (1 July 2025 to 31 December 2025)

Rates

Total Rates levied	\$1,170.69
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Credits

Discount allowed to date	-\$64.90
Rebates / Donations	\$0.00
Payments	-\$1,106.00

Pending amounts

Pending discount	\$0.00
Supplementary Rates	\$0.00
Discount on Supplementary Rates	\$0.00
Rebates / Donations on Supplementary Rates	\$0.00

Interest

Total interest calculated up to 26 August 2025	\$0.00
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Amount outstanding

Total	-\$0.21
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The credit shown on this rate account should be taken into account at settlement. If you have any queries, please contact Council's Financial Services on 1300 GOLDCOAST (1300 465 326).

Payment details

To make a payment to this rate assessment, please use the BPay biller code 575217 and the payment reference 225740117

Change of ownership fee

It should be noted that a change of ownership fee, currently \$175.00 applies for recording a change of ownership in Council's land record.

Notifications

None.

Underground services within the property

This rate search does not include information relating to the possible existence of Council's underground services (water, sewerage or storm water) within the property. Underground service information can be obtained by:

1. Completing the online search request form
<http://www.goldcoast.qld.gov.au/documents/fa/search-request-form.pdf> , requesting "Search 15. SIS location diagram" and sending the completed form to Council; or
2. Consulting Council's front counter staff at Council's administration buildings.

Local Law No. 17 (Maintenance of Works in Waterway Areas) 2013

Local Law 17 applies to works in all types of waterways in the Gold Coast, such as tidal rivers, non-tidal waterways, lakes and artificial waterways including canals, and coastal areas. Owners of certain properties in the Gold Coast Local Government Area may be subject to Local Law 17 (Maintenance of Works in Waterway Areas) and Subordinate Local Law 17.1 (Works in Non-Coastal Waterway Areas).

Local Law 17 requires responsible persons to maintain prescribed works (including revetment walls and marine structures) that are in waterway areas. A responsible person includes a person who owns the property on which a prescribed work is located or which receives the benefit of the prescribed work.

Also, under Local Law 17 Council may require a responsible person for a prescribed work to obtain a report about the condition of the work.

Local Law 17 requires a seller of a property affected by the local law to include special conditions in the contract of sale specifying certain matters about the operation of the local law. It is an offence under Local Law 17 not to do so.

For further information and to assist in determining whether a property is affected, please visit:

<https://www.goldcoast.qld.gov.au/files/sharedassets/public/v/1/pdfs/local-laws/local-law-17-public-guide.pdf>

RATE INFORMATION REPORT

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Charges for previous periods

Arrears

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Local Law 17 requires responsible persons to maintain prescribed works (including revetment walls and marine structures) that are in waterway areas. A responsible person includes a person who owns the property on which a prescribed work is located or which receives the benefit of the prescribed work.

Also, under Local Law 17 Council may require a responsible person for a prescribed work to obtain a report about the condition of the work.

Local Law 17 requires a seller of a property affected by the local law to include special conditions in the contract of sale specifying certain matters about the operation of the local law. It is an offence under Local Law 17 not to do so.

For further information and to assist in determining whether a property is affected, please visit:

<https://www.goldcoast.qld.gov.au/files/sharedassets/public/v/1/pdfs/local-laws/local-law-17-public-guide.pdf>

WATER INFORMATION REPORT

Customer reference : Reference is 450673, Ordered o

Search number : 345112

Water account number : 2574011

Date : 27 August 2025

Property situation : 38A Middle Street, LABRADOR QLD 4215

Property description : Lot 1 SP145539

In water area : Yes

In sewerred area : Yes

Current owner : Kelly Sinead Pearson
Unit 1 / 38A Middle St
LABRADOR QLD 4215

Please note:

- This information is correct at the time of issue. Changes to this account may occur at any time subsequent to the date of this report that may result in an adjustment to the stated financial position. Written notice of which will only be given to the then owner.
- Interest at 12.12% p.a. compounded daily to be calculated to the date of receipt of payment on all overdue water charges.
- Online account balances **do not** include any pending charges. Any water charges that have not been issued yet will not be included in the self-service facility.
- If the outstanding amount identified via our self-service facility is different to the figure quoted in this document (and it is not due to the last payment amount) please phone 07 5667 5995 or 1300 366 659 quoting the account number to ascertain the amount to be paid before settlement.
- If a remittance by cheque or direct debit has been receipted to this account, acceptance of any payment is conditional upon it being honoured. Please note that Council will seek payment of outstanding amounts from the action to safeguard the interest of yourself/your client.

Charges for current period 15 May 2025 to 5 August 2025

Included on notice issued 11 August 2025 and payable by 11 September 2025.

Sewerage Access Charge	\$172.41
Sewage Volume Charge	\$0.00
Water Access Charge	\$67.61
Water Usage Charge	\$141.91
Non – Drinking Water Charge	\$0.00

Credits

Payments / Receipts	\$0.00
Government pensioner rebate	\$0.00
Council rebate (donation)	\$0.00

Amount outstanding

Total	\$381.93
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Sewerage access charge of \$2.0255 per day will apply up to 30 June 2025 and \$2.1452 per day will apply from 1 July 2025

Water access charge of \$0.7945 per day will apply up to 30 June 2025 and \$0.8411 per day will apply from 1 July 2025

Water usage charge of \$4.824 per day will apply up to 30 June 2025 and \$4.980 per kilolitre will apply from 1 July 2025

Payment details

To make a payment to this rate account, please use the BPay biller code 868745 and the payment reference 825740112

Meter details

Meter number: 18W004654-IT

Drinkable Water

Special meter read: 19 August 2025	502 kilolitres
Last billable read: 5 August 2025	500 kilolitres
Previous billable read: 14 May 2025	471 kilolitres

The water usage for this Lot is calculated based on meter readings taken from its meter (see meter details above) and is billed directly to the lot owner quarterly.

All water usage up to 30 June 2025 is charged at \$4.824 per kilolitre and from 1 July 2025 is \$4.980 per kilolitre.

It is suggested that some financial adjustment be made up to the date of settlement based on water usage at this property between the last billable read and the special water meter reading (see meter reading details above).

Local Law No. 17 (Maintenance of Works in Waterway Areas) 2013

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<https://www.goldcoast.qld.gov.au/Planning-building/Development-applications/Developmentapplication-types/Operational-works/Waterfront-revetment-walls>

Underground services within the property

This rate search does not include information relating to the possible existence of Council's underground services (water, sewerage or storm water) within the property. Underground service information can be obtained by:

1. Completing the online search request form <http://www.goldcoast.qld.gov.au/documents/fa/search-request-form.pdf> , requesting "Search 15. SIS location diagram" and sending the completed form to Council; or
2. Consulting Council's front counter staff at Council's administration buildings

WATER INFORMATION REPORT

Customer reference : Reference is 450673, Ordered o

Search number : 345114

Water account number : 2574011

Date : 27 August 2025

Property situation : 38A Middle Street, LABRADOR QLD 4215

Property description : Lot 1 SP145539

In water area : Yes

In sewerred area : Yes

Current owner : Kelly Sinead Pearson
Unit 1 / 38A Middle St
LABRADOR QLD 4215

Please note:

- This information is correct at the time of issue. Changes to this account may occur at any time subsequent to the date of this report that may result in an adjustment to the stated financial position. Written notice of which will only be given to the then owner.
- Interest at 12.12% p.a. compounded daily to be calculated to the date of receipt of payment on all overdue water charges.
- Online account balances **do not** include any pending charges. Any water charges that have not been issued yet will not be included in the self-service facility.
- If the outstanding amount identified via our self-service facility is different to the figure quoted in this document (and it is not due to the last payment amount) please phone 07 5667 5995 or 1300 366 659 quoting the account number to ascertain the amount to be paid before settlement.
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Sewage Volume Charge	\$0.00
Water Access Charge	\$67.61
Water Usage Charge	\$141.91
Non – Drinking Water Charge	\$0.00

Credits

Payments / Receipts	\$0.00
Government pensioner rebate	\$0.00
Council rebate (donation)	\$0.00

Amount outstanding

Total	\$381.93
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Water access charge of \$0.7945 per day will apply up to 30 June 2025 and \$0.8411 per day will apply from 1 July 2025

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2. Consulting Council's front counter staff at Council's administration buildings



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 938926

Date: 18/08/2025

Search Request reference: 170547984

Applicant details

Applicant: Lauren Hill

laurenh@robs.com.au

Buyer:

Search response:

Your request for a property search on Lot 1 on Plan SP145539 at 1/38A MIDDLE STREET, LABRADOR QLD 4215 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51040341 EMR Site Id: 18 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 1 Plan: SP145539
1/38A MIDDLE ST
LABRADOR

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.

The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



CERTIFICATE OF AFFECT
QUEENSLAND HERITAGE REGISTER

Client Reference: 450673

Certificate Number: CA024783
Result 1 of 1

InfoTrack PTY LTD
PO Box 10314, Adelaide Street

QLD 4001

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place is affected by: entry in the Queensland Heritage Register (QHR) as a Queensland heritage place, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None
Place Name: None
Lot: 1 Plan: SP145539
Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search please contact the Heritage Branch on 13QGOV or heritage@des.qld.gov.au.

*Issued on behalf of the Chief Executive,
Department of Environment, Science and Innovation*

Date of issue: 18/08/2025
Receipt No: 6607189

InfoTrack

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Monday, 18 August 2025 1:01 PM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - 450673

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal

Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

KELLY SINEAD PEARSON

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 5/8/2025.

Queensland Civil and Administrative Tribunal

Please think about the environment before you print this message.

This email and any attachments may contain confidential, private or legally privileged information and may be protected by copyright. You may only use it if you are the person(s) it was intended to be sent to and if you use it in an authorised way. No one is allowed to use, review, alter, transmit, disclose, distribute, print or copy this email without appropriate authority.

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LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS093245_DZ

REPORT DATE
18 Aug 2025 12:29:00

CLIENT ID
170547996

Seller Disclosure - Zoning



This report provides information on the zoning of a property. It is designed to support the requirement under the **Property Law Regulation 2024** to disclose the zoning of the property under **Part 3 - Land use, planning and environment** of the **QLD Seller Disclosure Statement**.



Zoning

The result below is based on the *Property Law Regulation 2024* and a search of zoning records under:

- the *Economic Development Act 2012* (Priority Development Areas)
- the *State Development and Public Works Organisation Act 1971*
- the *Integrated Resort Development Act 1987*
- the *Mixed Use Development Act 1993*
- the *Sanctuary Cove Resort Act 1985*
- the local planning scheme

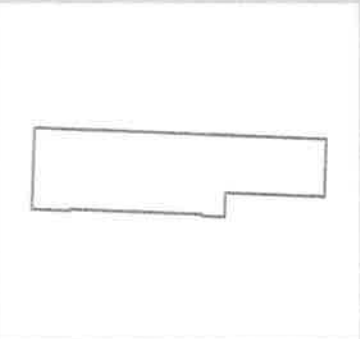
The zoning identified for the property:

Planning Record	Zoning
Local planning scheme	Medium density residential

Temporary Local Planning Instruments (TLPs) may vary the local planning scheme zoning. Please refer to this [website](#) for a list of current TLPs or check with your local council.

Commonwealth and State legislation other than those listed in the *Property Law Regulation 2024* may state that the planning scheme does not apply to certain areas. This includes, but is not limited to, strategic and core port land, priority ports, and certain airport and defence land. This report does not include a notation of these areas. Please consult your local council and the relevant planning scheme for further information.

LOT/PLAN
Lot 1, SP145539



COUNCIL
Gold Coast City

THINGS TO KNOW

This report provides zoning information only. The buyer may need to consider other planning controls that may apply to the lot such as local plans and overlays. These can be obtained from the local planning scheme.

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.

CUSTOMER SUPPORT

✉ support@lotsearch.com.au

🌐 lotsearch.com.au



LOTSEARCH
Spatial Intelligence | Mapping Risk

Seller Disclosure - Zoning

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Priority Development Areas	QLD Department of State Development, Infrastructure and Planning	23/07/2025	04/04/2025	Monthly
State Development Area Precincts	QLD Department of State Development, Infrastructure and Planning	23/07/2025	11/09/2024	Monthly
State Development Areas	QLD Department of State Development, Infrastructure and Planning	23/07/2025	29/02/2024	Monthly
Integrated Resort Development Areas	Council of the City of Gold Coast	23/07/2025	08/02/2024	Monthly
Mixed Use Development Areas	Council of the City of Gold Coast	23/07/2025	08/02/2024	Monthly
Sanctuary Cove Resort	Council of the City of Gold Coast	23/07/2025	08/02/2024	Monthly
Gold Coast Planning Scheme Zoning	Council of the City of Gold Coast	23/07/2025	27/06/2025	Monthly
Gold Coast Planning Scheme Other Planning Instruments	Council of the City of Gold Coast	23/07/2025	08/02/2024	Monthly

Useful Contacts

Lotsearch Pty Ltd www.lotsearch.com.au support@lotsearch.com.au	QLD Department of State Development, Infrastructure and Planning https://www.planning.qld.gov.au/ 13 QGOV (13 74 68)	Gold Coast City http://www.goldcoast.qld.gov.au/ mail@goldcoast.qld.gov.au 1300 465 326
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[Click for 'Use of Report - Applicable Terms'](#)

Disclaimer:
The purpose of this report is to provide a search of publicly available zoning records for the site, to support the requirement of identifying the zoning to be disclosed under the Property Law Regulation 2024 and assist with the disclosure of information under Part 3 – Land use, planning and environment, of the QLD Seller Disclosure Statement.
The report does not replace your responsibility to undertake the accurate identification and disclosure of information relevant to the matters outlined in the Seller Disclosure Statement.
The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practitioner before you make any decision based on the information within the report. You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order. You accept that Lotsearch may amend some of the information supplied in the order, to identify the relevant site for the report.
Information provided by public authorities is constantly changing. This report is based on data listed in the Dataset Listing table and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.
A link to the detailed terms applicable to the use of this report is available above.

Owner Builder Search

Search Results:

[Search - Main Page](#)

No Owner Builder Permit was found for one of the following reasons:

- The details supplied were incorrect or inconclusive.
- There is no existence of an owner builder permit.
- Any owner builder permits held are no longer active.
- Any owner builder permit held was issued prior to 21st of December 2007*
- Please also be aware that some individuals may trade through a company structure. For peace of mind you should search companies as well.

* Please note that QBCC is not able to release information relating to owner builder permits issued prior to 21 December 2007 due to the Queensland Building and Construction Commission and other Legislation Amendment Act 2007 not coming into affect until that date, nor is it able to release information relating to owner builder permits which are no longer active as per section 103A of the Queensland Building and Construction Commission Act 1991. Information for permits issued prior to this date may be obtained under Right to Information (RTI). Please refer to the RTI section on the website - [Click Here](#)

UTILITY PLANS

18-08-2025

Enquiry Date: 18-08-2025

Address (Lot/Plan):

1/38A MIDDLE STREET,LABRADOR,QLD-4215,AUS

These plans expire 30 days from supply

In response to your request for Utility Plans, please find the following information:

- Responses from the affected utilities/asset owners.

The following utilities/asset owners have assets on or near your searched property:

Sequence Number	Authority Name	Contact Number
259692714	City of Gold Coast	+611300465326
259692713	NBN Co Qld	+611800687626
259692716	Telstra QLD South East	+611800653935
259692715	Energex QLD	+61131253
259692717	National Fire Ant Eradication Program	
259692718	APA Group Gas Networks (90073)	+611800085628

☎ 03 8413 5200

🌐 www.pelicancorp.com

📍 L1/610 Victoria Street, Richmond VIC 3121



General Information

Care will be needed to be undertaken if you/your client carry out any excavation works inside or outside the property boundary.

Utility Plans, provides a 'collated pack' of information, including plans/maps, detailing the location of utilities on or near to your property. This can include electricity, gas, water, sewerage, drainage, telecommunications and local government assets, depending upon what utilities are in the vicinity.

Any plans supplied are intended to assist you or your client in the prevention of damage to an underground asset. The plans do not have a guaranteed accuracy since they are supplied by each utility in question. If you or your client perform excavations, any such works are at your/your client's own risk. Prior to any such earth works being conducted on or in the vicinity of the property we recommend that you/your client contact a locator to accurately find and locate each utility to avoid any damage. In the event that a pipe/cable damage does occur from earthworks, you/your client will be responsible for any cost of repair.

Due to the age of some pipes and cables, it is impossible for all plans to have the precise location of all underground utilities. The accuracy and/or completeness of the information supplied cannot be guaranteed as property boundaries, depths and other features may change over time. Therefore, plans are indicative only. Each utility does not warrant that the plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. It is your responsibility to locate underground utilities carefully via potholing prior to any excavation process, and to exercise due care during that excavation.

This report is based on information supplied by each utility – which is current at the time of request. Also please note that plans are supplied with a validity period of 30 days from date of supply.

PelicanCorp

This content was uploaded by National Fire Ant Eradication Program in response to your Before You Dig enquiry.

Uploaded

18 Aug 2025 12:24:05pm

BYDA members

Your property and/or business is located in the [fire ant suppression treatment area](#). You're legally required to follow your biosecurity requirements and understand how you can help prevent the spread of fire ants.

Fire ants are a super pest, threatening Australia's health, environment, economy, and outdoor way of life. Eradicating them is a national priority, with all states, territories, and the Australian Government committed to the National Fire Ant Eradication Program (NFAEP) – the world's largest ant eradication effort.?

[Fire ant biosecurity zones](#) are essential for containing and controlling fire ants in the suppression treatment area until the NFAEP eradication treatment reaches the area. Suppression efforts focus on reducing nest numbers, limiting spread, and preparing for eradication treatment. This includes self-treatment, containment, and prevention to minimise the impact of these pests.??

Strict rules for managing soil, including fill, clay, and scrapings within the zones, are outlined in the [Biosecurity Regulation 2016](#) and [Soil movement guidelines](#) under the [Biosecurity Act 2014 \(Old\)](#).

Materials that can carry fire ants

Here's what you need to know, whether you're a resident or a business, and how to manage [materials that can carry fire ants](#) like soil, baled materials, mulch, manure, quarry products, turf, and potted plants.

For residents:

- [look for and report](#) any suspect fire ants or nests within 24 hours??
- ensure any materials you buy within the fire ant biosecurity zones are handled using fire ant-safe practices
- use the NFAEP's [Material movement advice tool](#)
- apply Australian Pesticides and Veterinary Medicines Authority approved fire ant treatment products to areas before starting any excavation work?
- keep records for up to 2 years of your fire ant management actions.

For businesses:

If your business handles materials, you must follow these requirements:

- **Look for and report:** inspect your site regularly, especially high-risk areas. Sightings of suspect fire ants and nests must be reported within 24 hours to the NFAEP, either [online](#) or by calling **132 ANT** (13 22 68). [Fire ant training](#) is recommended.
- **Fire ant-safe practices:** ensure materials are processed, stored, treated, and transported in compliance with the [Biosecurity Regulation 2016](#). Use the NFAEP's [Fire ant compliance tool](#).
 - **Handling soil:** [fire ant nests](#) are often found within the top metre of soil. After excavation, replace or keep this top layer separate from other soil being moved. It should stay on-site or be taken to a waste facility within the [fire ant biosecurity zones](#) (restrictions apply). Avoid this method in areas with loamy or sandy soil, as nests may extend deeper.
 - **Disturbance and storing:** before moving untreated soil off-site, disturb it using machinery – turning, crushing, washing, or screening. Disturb stockpiles every 21 days and 24 hours before movement.
 - **Treatment:** look for and report any suspect nests immediately. Mark them so workers on-site know their locations. Treat or engage a licensed pest manager to carry out broadscale fire ant treatment and/or nest treatment before excavation continues. No live fire ants must leave the site.
 - **Recordkeeping:** keep a written record of all activities, including chemical treatments and disturbance actions, for at least 2 years.

Soil movement

Soil can be transported between or outside fire ant biosecurity zones if you follow these measures:

- Movements within the same zone or between zone 1 to zone 2 must follow the [Soil movement guidelines](#).
- A biosecurity instrument permit (BIP) is required to:
 - move soil from any zone to outside the zone
 - move soil from zone 2 to zone 1
 - move soil when none of the approved options allow to your situation.

Other biosecurity measures

In addition to managing soil movement, there are further biosecurity measures you, your business, and employees can take to support the eradication of fire ants:

- Fire ant training – the NFAEP offers free online [training and tools](#) for residents, primary producers, worksites, and pest managers. These

resources help you identify, treat, and prevent fire ant spread. Proactive training is a cost-effective risk mitigation strategy and can help you avoid penalties for breaching your [general biosecurity obligation](#).

- Health and safety – fire ants can have devastating impacts, including inflicting [painful fiery stings](#), which can trigger a severe allergic reaction in humans. If you're digging or starting work, please wear personal protective equipment, including a long-sleeve shirt, long pants, boots, and gloves.

Eradicating fire ants is a shared responsibility. We all play a role in eradicating fire ants from Queensland, and ultimately Australia, by 2032.

Visit fireants.org.au or call 13 22 68 for more information.

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QLD 4215

Enquirer?s Details:

Contact

Company

Email

Phone

Address

Soft Reg

Soft.Reg.3576757@mail.au.pac.pcges.com.au

+61384135200

610 Victoria Street

Richmond

VIC 3121

APA Group



Guidelines for Works Near Existing Gas Assets

400-STD-AM-0001

Revision 2

OWNER NAME:	Alan Creffield
OWNER TITLE:	Manager of Integrity
APPROVER NAME:	Anastasia Coutie
APPROVER TITLE:	Team Lead – 3 rd Party Engagement
APPROVAL SIGNATURE:	
APPROVAL DATE:	18/08/2023

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DOCUMENT CONTROL & APPROVAL INFORMATION

Summary of Changes

Below is a brief summary of the changes made to the document since the previous issued version.

Revision	Description	Date	Author
0.0	Issue for Use	29.06.2018	Matthew Read
1.0	Issued for Use – document periodic update / major overhaul	01.03.2022	Kahil Parsons
2.0	Removal of incorrect table 2 references to 1. proximity of HV cables 2. Updating separation distances to AS2885.3 BYDA reference update Table 4 Note	16.08.2023	Dale Russell

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TERMS OF USE

The "Guidelines for Works Near Existing Gas Assets Standard" is used for APA Networks excavations or third party excavations near APA Network operated assets. This guideline must only be used by the person or entity who received it directly from APA ("You") to ensure the latest version is used.

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2. This Guidelines document is provided to You to assist in the development of design plans, construction and land use activities.
3. This Guidelines document does not override or supersede APA's Permit to Work (**PTW**) or Excavation policies and procedures.
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The purpose of this document is to provide guidelines for third parties planning to install new infrastructure or conduct works near existing APA Networks (**APA**) operated assets.

It is intended that this document will be provided to third parties proposing works around existing gas assets for their use during the design and planning phase following initial planning BYDA enquiries. This document does not provide authorisation to undertake the works but provides APA requirements to ensure that any review and acceptance of proposed works is completed as quickly as possible.

1 INTRODUCTION

1.1 Scope of this Document

This document addresses APA's requirements for considering how a third party's proposed works and APA managed works may impact APA Networks operated assets under the following parts:

Part 1 – APA Notification and Authorisation Requirements

Part 2 – Design and Asset Protection Requirements

Part 3 – Construction and Land Use Requirements

Part 4 – Alteration of Existing Gas Assets

APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (**AGN**), Allgas, APA, Origin and Queensland Nitrates (**QNP**) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria. The criteria provided in this document only applies to the assets managed by APA Networks on behalf of these companies.

APA also owns and operates natural gas transmission infrastructure on all mainland states and territories of Australia. These assets are operated by a separate APA entity and are out of scope for this document.

A glossary of all terms and abbreviations used in this document is contained in **Section 7**.

A list of all relevant external standards and APA reference documents is contained in **Section 8**.

1.2 Asset Types

APA Networks' operated gas assets include buried pipe, above and below ground stations (e.g. pressure regulation, valves, meters), electrical cables, cathodic protection systems (e.g. test points, anode beds), pits and electrical cabinets. Depending on the gas type and the operating pressure, gas assets are classified as natural gas transmission, natural gas distribution and Liquefied Petroleum Gas (**LPG**) distribution as shown in **Figure 1**.

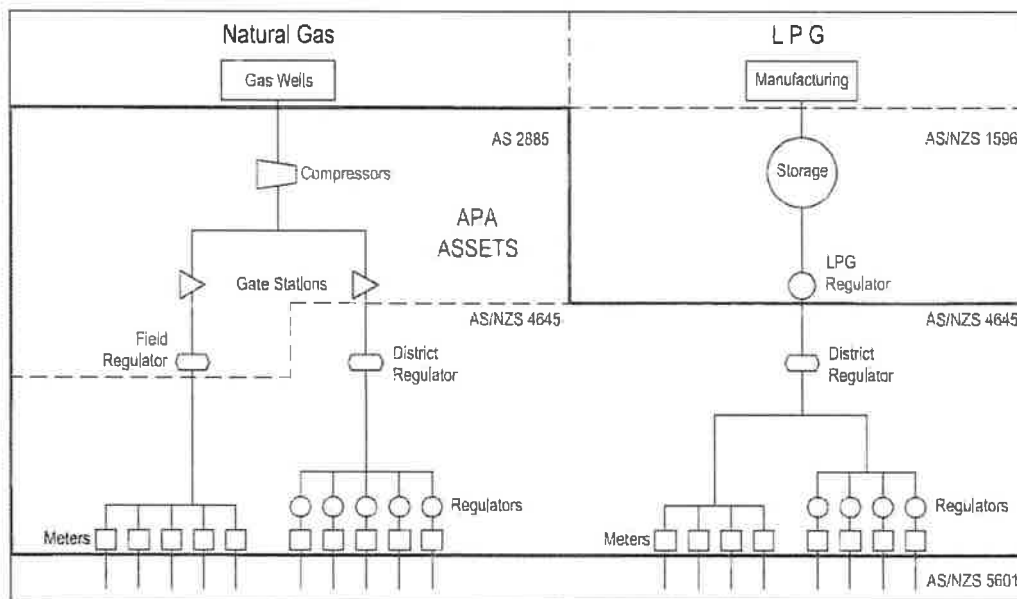


Figure 1 Asset Types and Standards Operated by APA Networks

1.2.1 Natural Gas Transmission

Natural gas transmission pressure assets operate at pressures above 1,050 kPag, and are generally used for transporting large quantities of gas across country. Design, construction and operation of these assets is governed by the AS 2885 suite of Australian Standards (**AS**).

Due to the higher pressure and energy density, there are severe safety, supply and environmental consequences which can result from third party interference. Hence, more stringent requirements and controls are applied to third party works in the vicinity of these assets.



Buried transmission pipelines are constructed from coated steel pipe where the appearance can vary depending on the year of construction, but will generally appear as yellow, black or grey when physically exposed.

1.2.2 Natural Gas Distribution

Natural gas distribution pressure assets operate at pressures below or equal to 1,050 kPag from offtakes of transmission pressure assets, and are generally used to supply consumers such as businesses and homes. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

Due to the lower energy density compared to transmission assets, less stringent requirements and controls are applied to distribution assets. Some distribution assets are deemed critical by APA Networks due to the safety and supply implications that may arise due to a third party strike. These critical distribution assets will be defined on BYDA responses, and some of the controls which are applied to transmission pressure assets (e.g. permit and site watch) will be required.

Buried distribution pressure pipes may be constructed from the following materials and physical appearances when exposed:

- Cast Iron (black);
- Polyethylene (**PE**) (yellow or black with yellow stripes);
- Steel coated or uncoated (generally yellow, black or grey); and
- Other plastic such as Polyvinyl Chloride (**PVC**) or nylon (yellow).

Some legacy materials such as cast iron and nylon may require additional protection during construction works due to the unpredictable nature of the materials.

1.2.3 LPG Distribution

LPG distribution pressure assets operate at pressures below 140 kPag from storage compounds and are generally used to supply consumers such as businesses and homes in parts of Queensland, South Australia and Northern Territory. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

Additional safety considerations are required in addition to the requirements for natural gas, as LPG is heavier than air and will pool at the leak point and can accumulate in a trench or excavation.

The same materials used for buried distribution pressure pipes (**Section 1.2.2**) may be used on LPG distribution networks.

1.3 Damage and Emergencies

If you smell gas or damage has occurred, or is suspected, on any gas asset call APA emergency number **1800 GAS LEAK (1800 427 532) or 1800 808 526 for LPG assets.**

Any unreported damage has the potential to escalate and endanger public safety.

Where damage has resulted in a release of gas, you are advised to take the following immediate action:

- Clear the area of all people. Do not under any circumstance re-enter the damage area;
- Where safe to do so, shut off or remove all ignition sources and devices in the area e.g. naked flames, vehicle engines, power tools, mobile phones;
- Do not attempt to stop the flow or repair the damage;
- Allow the gas to vent to air; and
- Once clear of the area, contact the emergency number **1800 427 532 or 1800 808 526 for LPG assets.**

The conditions in this document or as provided by APA Networks are intended to protect the gas assets as well as keep safe any construction crews or general public in the vicinity. Depending on the circumstances, some variation to the conditions in this document may be required or may be provided by an approved APA Networks site watch representative. It is legislated in all jurisdictions that the direction provided by APA is followed.



1.4 General Duty of Care and Responsibility to Obtain Information

Anybody working near a gas asset, or responsible for such work, has a duty of care to exercise caution, to maintain a safe working environment and to meet requirements of all relevant laws and Occupational Health and Safety legislation.

For general enquiries about results from BYDA please contact:

- DBYDNetworksAPA@apa.com.au for Northern Territory, South Australia, Southern New South Wales and Victoria, and;
- PermitsQLD@apa.com.au for Queensland and Northern NSW (incl. Tamworth).

The third party shall make contact with APA through the BYDA process if any clarification is required to determine the approval processes for any proposed land use changes (within the Measurement Length), design works and construction activities within 3 m of a gas asset or within a pipeline easement.

Any works proposed by the third party will only be authorised if APA is satisfied that the works will not affect the integrity of the APA Networks operated assets.

Any person undertaking work near an APA Networks operated asset, or responsible for such work, must ensure that they familiarise themselves with APA requirements.

Working around any gas asset, especially transmission pressure pipelines, without appropriate planning and controls as specified by APA Networks can be extremely dangerous. Damage to a gas asset could result in:

- Possible explosion and fire with the risk of loss of equipment, property, personal injury, and death;
- Loss of gas supply to thousands of customers;
- Substantial repair and gas restoration liability costs to the authority or principal responsible; and,
- Prosecution under the relevant laws governing pipeline and gas safety.

Prior to the commencement of any works within the Protected Zone of transmission pressure or critical gas assets, the Contractor performing the work must receive an Authority to Work Permit (ATWP).

Any works within the Protected Zone of critical assets must comply with any conditions attached to an ATWP and depending upon the nature of the asset and works supported by an approved construction methodology.

Written authorisation in the form of the ATWP must be kept on site at all times, and the holder of the authorisation must comply with all the conditions of the ATWP. The performance of any works near critical APA Networks operated assets without a valid ATWP and full compliance with its conditions will constitute a safety incident and may also result in an infringement notice and associated penalties issued by the regulator of the APA Networks asset.

1.4.1 Additional Transmission Pressure Pipeline Requirements

Where the works proposed by the third party may result in a change in land use within the Measurement Length for a transmission pressure pipeline (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum), such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes. This may also require a Safety Management Study (SMS) Report to be completed and approved by APA Networks. The SMS Report is generated from an SMS workshop involving an SMS facilitator, the third party and APA Networks. APA Networks is the owner of the SMS Report and any resulting recommendations/ actions must be implemented to the satisfaction of APA prior to the commencement of any physical works.

Certain categories of development/ land use change are not appropriate to be located within the Measurement Length of transmission pressure pipelines. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the asset or undertaking other protection and mitigation measures.



2 PROTECTION PROCESS

APA is committed to working cooperatively with third parties to ensure that existing gas assets will be appropriately protected from any proposed works.

The process to be followed for any proposed works is outlined in **Table 1**. This table cross references the relevant section of this document which provides any specific requirements for each gas asset classification. The steps in this table are to be followed in conjunction with the process outlined by BYDA¹, a flow chart is also provided in **APPENDIX A**.

Table 1 Protection Process Summary

Section	Step	Purpose
3	Notification and Authorisation	Identify and locate existing gas assets in the vicinity of any proposed works. Submit BYDA requests to obtain indicative plans of gas assets. Notify APA Networks and obtain approval to verify the exact position by physically proving the position of gas assets at the cost of the third party.
4	Design and Protection Requirements	Review APA Networks design and protection requirements for any proposed infrastructure near gas assets. If acceptable clearance is available in accordance with this section review impact of construction methodology on existing gas assets. If acceptable clearance is not available in accordance with this section and the proposed infrastructure cannot be modified, alteration or protection of the existing gas assets will be required at the cost of the third party.
5	Construction and Land Use Requirements	Review construction methodology for adverse impact to existing gas assets. Some additional protection measures may be required depending on the existing gas assets, the construction methodology and whether land use changes are required. If works meet the requirements of this document, submit work package to APA Networks for review and approval. If approval is given, then undertake works in accordance with APA Networks conditions/ permits. If approval is not given modify work package accordingly. If works do not meet the requirements of this document or APA Networks approval cannot be reached, alteration or protection of the existing gas assets will be required.
6	Alteration	Request alteration of existing gas infrastructure if there is insufficient clearance or construction methods will adversely impact existing gas assets. Alteration of existing gas assets are fully recoverable and may result in delays if not identified early.

2.1 Assessment Information

Throughout the protection process, APA Networks assessment may be required to determine if the proposed works/ installation has sufficient separation or if work can be undertaken with a suitable construction methodology. If APA Networks assessment is required, the following information must be provided to enable an efficient and comprehensive review.

- Due dates or a work program;
- The location / address and extent of proposed works;

¹ BYDA process is available at <https://www.1100.com.au/safety-information/digging-safely/>

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- Scope / description of the work impacting APA assets;
- A work package containing detailed design or construction issue drawings with the location of APA assets and the extent of works marked and / or georeferenced. Sufficient details must be provided on the plans to verify locations against APA information, which is typically measured from property boundaries. Plan and cross sectional drawings are typically required, including any proving locations;
- The proposed construction methodology (if available); and
- For critical assets only, a completed permit request form. This form is automatically provided in response to a BYDA enquiry when it is required, with direction for this form included in the BYDA response (refer to **Section 5.2**).

If the information provided is incomplete, or irrelevant information is provided, it may result in a delay of the assessment process and provision of a response. Due to the varying nature of potential works, it is not possible to develop a comprehensive listing of information that will be required for each work type, but the above is provided as a general guideline for what will normally be required.



3 PART 1 - APA NOTIFICATION AND AUTHORISATION REQUIREMENTS

3.1 BYDA Request

The fastest method for obtaining APA Network gas asset locations is to lodge a BYDA request. A response can be expected from APA within two business days, and may include one of three responses as outlined in **APPENDIX A**, depending on the location of the works in relation to existing APA operated gas assets in the vicinity.

For some BYDA requests, APA Networks may provide different responses to different assets affected by the proposed works. In all instances it is the responsibility of the third party to review and follow the direction of all BYDA responses.

The information provided by APA Networks in response to a BYDA request, along with any other plans or subsequent information provided by APA, show only the indicative location of the asset at the time and are a guide only. In most instances it will be necessary to prove the location of all buried assets within the proposed work area.

The following items must be considered when using asset information provided by APA Networks:

- Gas service lines from buried distribution pressure supply mains to consumers may not be shown on plans. Service lines are usually laid at right angles from main to a meter position, except where road conduits are provided; and
- Plans become rapidly outdated and so should be used within 30 days and then destroyed. It is the responsibility of the third party to contact APA Networks to seek the updated or renewal of any information after this time.

APA shall not be liable or responsible for the accuracy of any information supplied.

3.2 Provings and Site Identification

Electronic location (e.g. ground penetrating radar, pipe locators) of gas assets is required to verify the onsite locations and any plans that have been provided.

Physical proving of existing gas assets is required at key locations to verify that the separation and protection criteria provided in this document have been achieved. The location and quantity of provings will depend on the scope of proposed work, but provings will at least be required at infrastructure crossing points or where changes to surface level condition are planned.

Additional verifications are required for works parallel and in close vicinity to existing gas assets. Physical provings at maximum 10 m intervals along straight sections of pipe, along with all bends, branch lines and customer service offtakes to verify asset locations.

Note: Live service offtakes which no longer supply consumers may protrude from the gas asset and are not traceable or identifiable from records.

Note: The maximum physical proving intervals for straight sections of pipe may be adjusted based upon the discretion of APA personnel for extenuating circumstances.

The following items must be considered when proving the location of an existing gas asset:

- Provings must be conducted safely and in accordance with the requirements of **Section 5.5.2**. If damage to a gas asset does occur it should be reported immediately to APA as described in **Section 1.3**.
- Permit and site watch by an APA Networks representative may be required for some proving activities in accordance with **Section 5.2**.

3.3 APA Notification and Authorisation Process

Prior to the third party undertaking any works/ activities or as part of the planning and design phase, the third party shall ensure a BYDA request is submitted. The automated response received from the BYDA system will be tailored based on the criticality of the assets.

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For assets operated at distribution pressures and not considered critical mains, a Duty of Care Notice is provided with the BYDA response for the third party to consider. Site watch may be necessary under a duty of care notice where additional protection or other integrity concerns require it.

In the event that works are conducted within the Protected Zone of a transmission pipeline and/ or critical distribution main, these works will require a review approval received from APA prior to commencement of works. Works subject to this requirement are deemed to include, but not limited to, the following activities that fall under **Table 3**;

- Non Destructive Digging (**NDD**);
- Mechanical excavation including trenchless excavation i.e. drilling (boring, horizontal direction drilling (**HDD**), pipeline bursting and tunnelling) for installing infrastructure such as the following;
 - o Roadways, driveways, railways, pavements;
 - o Electrical equipment (cables, overhead transmission lines, telecommunication cable or power poles);
 - o Installation of culverts/ pipes (water, drainage, sewer or reticulation);
 - o Landscaping.

APA will not approve certain activities and structures in the transmission pipeline easement (if applicable), including the following;

- Permanent storage;
- Installation of billboard structures;
- Use and storage for explosives, flammables or corrosives;
- Blasting;
- Structures forming part of any house, house extensions, carports or entertainment areas;
- Dams and other manmade water features. Locations of dams off the pipeline easement/ protected zone must not create run off or drainage towards the pipeline easement;
- Chemically treated effluent coming in contact with the pipeline easement/ protected zone;
- Garbage, sand fill, refuse disposal;
- Airstrips.

The Third Party must submit an enquiry to APA at the earliest possible stage to allow sufficient time for assessment. Submissions should include the following information;

- Land description and map identifying location of the proposed works;
- Types of works to be carried out;
- Intended future use of the land (where relating to change in land use)
- Type and weight of machinery that will be used;
- Any plans or diagrams of the works;
- Timeframe for the works.

The sequence of obtaining APA approval is as follows;

- a) Submit enquiry for Initial Review – The Third Party submits the request prior to works commencing and APA Networks will complete an 'Initial Review'. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Impact' response or;
- b) Enquiry Escalated for Standard Assessment – The request will be forwarded to APA Networks Field or System Operations personnel for a more detailed appraisal, which may involve contacting the third party, site visits, locating of assets of site, and/or request for additional information. The third party must not progress any work on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under standard conditions' response or;
- c) Enquiry Escalated for Engineering Assessment – The request has been forwarded to the Integrity Third Party Engagement team for additional appraisal and determination of specific conditions. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under special conditions response' or;

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- d) Enquiry Escalated for Alteration – The Integrity Third Party Engagement team triggers the alteration process for this enquiry. The third party will be contacted for additional information and must not progress any work on site until they receive a response from APA Networks.
- e) No Impact – The third party receives a 'No Impact' response and can proceed with the works under appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.
- f) No Objection Under Conditions – The third party will receive a No Objection under standard or special conditions response and can progress with the planning of the works under the conditions specified in the response and appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.

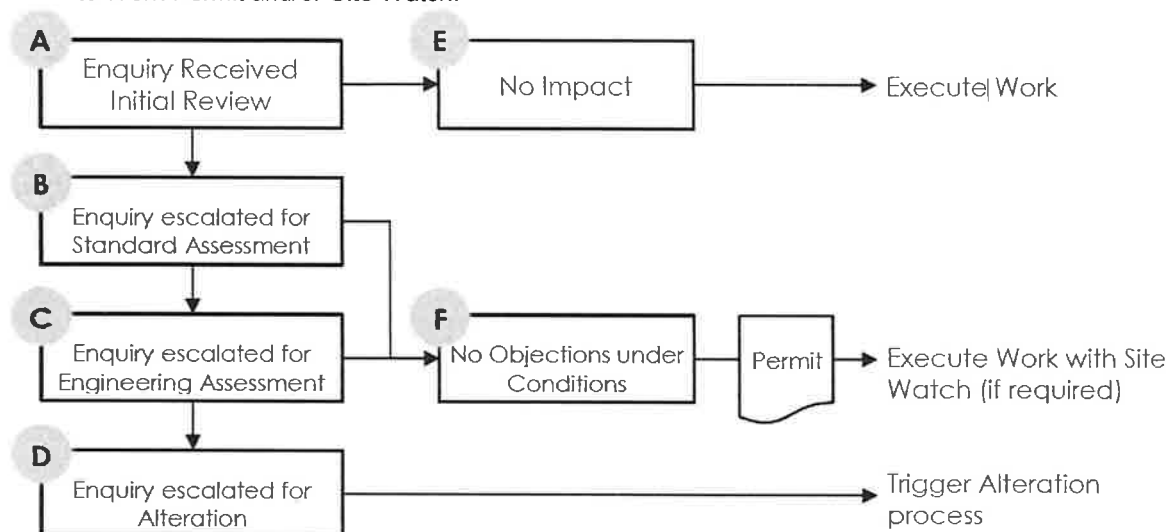


Figure 2 Stages for Third Party Works Authorisation Request

For works around APA Networks transmission pipelines or critical mains the documents take precedence in the following order;

- APA Authority to Work Permit (**ATWP**)
- APA accepted Third Party Construction Drawings
- APA accepted Third Party Construction Methodology
- APA Networks Guidelines for Works Near Existing Gas Assets (this document)
- APA accepted Third Party Safe Work Method Statement (**SWMS**) (if applicable)

3.4 Commercial Agreement and Service Delivery

APA will undertake a review of Third Party Works, as required. At APA's discretion cost recovery for these works may be required. Where APA Networks requires cost recovery a commercial service agreement in the form of a Works Agreement will be required.

Note: Any third party works requiring blasting, seismic and/or tunnelling work near APA Networks operated assets will not be considered "low risk" and cost recovery for detailed review maybe required.

3.5 Decommissioned Gas Assets

Decommissioned gas assets that remain in the ground are not always shown on BYDA plans.

Where unknown assets are identified or suspected on site but are not on APA plans, they must be treated as being live. In this instance, the third party must contact all utility owners and operators in the area of the BYDA and notify them of the findings.

Following review, if APA accepts that it is a decommissioned gas asset, the asset must be treated as per the requirements of this document. APA will take no further action where it is not considered to be a decommissioned gas asset.

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In some cases, decommissioned gas assets are required for future use by APA (sometimes noted as "Idle" on APA plans). These assets must be treated as live using the same criteria outlined in this document, and must not be removed or altered without APA's express written approval.

Where APA confirms there is no future use of a decommissioned gas asset (sometimes noted as "Abandoned" on APA plans), removal of the asset can be undertaken by the third party under the following conditions:

- For assets considered by APA to be decommissioned gas assets, APA must be engaged to verify that the asset is gas free;
- End caps must be permanently sealed, using an APA approved methodology, on any decommissioned sections that are to be left in place to prevent future water ingress into the remaining sections of the decommissioned gas asset;
- An as-built drawing must be submitted by the third party for any section(s) of a decommissioned gas asset removed by the third party or its sub-contractors to ensure BYDA can be updated accordingly; and
- Payment for costs associated with any verification or alteration activities must be provided prior to APA undertaking works.



4 PART 2 - DESIGN AND ASSET PROTECTION REQUIREMENTS

4.1 Standard Clearances

Minimum clearance dimensions outlined in this section must be met to allow for safe future maintainability and protection of existing gas assets. If separation clearances cannot be achieved, APA will review the proposed infrastructure on a case-by-case basis to determine whether a resolution can be achieved before alteration of any existing gas assets is considered. Authorisation of works by APA is still required, regardless of being able to achieve the required separation distances.

Clearances specified in **Table 2** are measured from the closest edges of the existing gas asset to the proposed infrastructure. Depending on the exact nature of proposed infrastructure, additional clearance may be required.

Note: Clearances specified herein are from gas assets, third party utilities may have their own standard separations that exceed APA's minimums specified in **Table 2**.

The future access zone required around a gas asset depends upon a number of factors such as size, operating pressure, depth and soil conditions, but typically this access zone is at least 1000 mm either side and 700 mm below the gas asset. As an aid for design and / or installation, the minimum clearances presented in **Table 2** are provided to allow for safe future access to gas assets. These minimum clearances assume that the asset have been proven and the location verified. There may be circumstances where additional clearances are required.

Table 2 Minimum Clearances

Clearance Type (Note 2, 9)	Minimum Transmission Pressure Asset Clearance	Minimum Distribution Pressure Asset Clearance
Any installation up to 0.6 metres wide which is crossing the gas asset	500 mm Vertical (Note 2)	300 mm Vertical (Note 2)
Any installation over 0.6 metres wide which is crossing the gas asset	500 mm Vertical	300 mm Vertical (Note 2)
Any installation laid by trenchless excavation e.g. HDD, boring, etc.	3000 mm Vertical	600 mm Vertical
	Refer to Section 5.6 for minimum horizontal separation distances	
Any installation laid parallel to a steel gas asset	600 mm Horizontal (Note 2, 3)	
Any installation laid parallel to any gas asset other than steel	N/A	300 mm Horizontal (Note 2, 3)
Trenching separation from edge of gas asset to edge of trench (Note 4)	500 mm Horizontal	300 mm Horizontal
Underground electrical cables laid parallel to any gas asset other than steel	N/A	300 mm Horizontal
Electrical conduits and cables (<11 kV) laid parallel to a steel gas asset	Engineering assessment required (Note 2, 3)	
Electrical conduits and cables (≥ 11 kV) laid parallel to a steel gas asset	(Note 2, 3) Engineering assessment required (Note 7)	

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Electrical earthing systems near a steel gas asset	High Voltage: Engineering Assessment Required Low Voltage: 300 mm Horizontal (Note 7)	
Electrical earthing system near any gas asset other than steel	N/A	300 mm Horizontal
Clearance Type (Note 2, 9)	Minimum Transmission Pressure Asset Clearance	Minimum Distribution Pressure Asset Clearance
Undisturbed cover from the top of the gas asset to the underside of trenching or road pavement boxing	500 mm Vertical	300 mm Vertical (Note 1)
Distance from predominant building line	3000 mm Horizontal Where applicable outside pipeline easement	Refer to Section 4.2
Distance from Sensitive Use Locations (Refer Section 7 for Glossary of Terms and Abbreviations)	APA Engineering Assessment Required (Note 8)	N/A
Canopies longer than 15 m parallel to the edge of the gas asset	3000 mm Horizontal (Note 10)	Refer to Table 4 (Note 10)
Any installation that could add excessive loads to the gas asset or restrict access to the gas asset	3000 mm Horizontal (Note 2)	
Any installations that may need require underpinning were APA to expose the gas asset	3000 mm Horizontal	
Any temporary stake, e.g. star picket	300 mm Horizontal	
Electrical poles including street lighting and traffic signals	3000 mm Horizontal Where applicable outside pipeline easement	1000 mm (Note 3, 5, 6, 7)
Fence post, including road safety barriers	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Pile or pier	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Permanent Heavy Vehicle Loads (Greater than 4.5T)	Refer to Section 4.7 Temporary and Permanent Vehicle Loads	
Tree Root Barrier	3000 mm Horizontal	1000 mm Horizontal Refer to Section 4.3 Landscaping Plans
Separation distances for vegetation	Refer to Section 4.3 Landscaping Plans	



Note 1: For distribution main crossings, where the vertical separation distance is less than 300 mm physical protective slabbing, e.g. HDPE or concrete, shall be installed where the other utility is crossing beneath the APA pipeline/distribution main.

HDPE or concrete, shall be installed where the other utility is crossing above the APA pipeline/distribution main.

No protective slabbing is required for utility crossings greater than 500 mm separation.

Note 2: Structures and large utilities crossing APA Networks operated assets need to be self-supporting so that future repairs or maintenance of the asset can occur as per **Section 4.2 Third Party Assets and Structures**.

Note 3: Horizontal separation includes utility surface access pits, thrust blocks and/ or footings.

Note 4: Additional horizontal separation may be required depending on the extent of the planned works, local soil conditions and trench stability of the existing gas asset. This is particularly relevant where works occur within the angle of repose of the existing gas asset (e.g. parallel trenching that is deeper than the existing gas asset) and may result in undermining.

Note 5: In accordance with 'AS/NZS 4853 – Electrical hazards on metallic pipelines' without further information and APA engineering assessment, no electrical power poles for 66kV or above are permitted within the following separation distances of steel gas assets;

- If the power line has an Overhead Earth Wire (**OHEW**) – 15 m;
- If power line does not have an OHEW – 100 m;

Note 6: Where electrical poles (including street lighting and traffic signals) are proposed which place the gas asset within the no dig zone specified by the electrical authority either of the following shall occur;

- a) The poles shall be designed with deeper foundations to be self-supporting if the gas asset needs to be excavated. Or;
- b) For non-metallic assets relocated into a conduit that extends past the no dig zone.

Note 7: Clearance for electrical cables and earthing systems from steel gas assets must be reviewed in accordance with **Section 4.6 Earthing and Electrical Effects**. Electrical cables, substations and/or earthing systems installed in the vicinity of steel gas assets require an Earth Potential Risk (**EPR**) and Low Frequency Induction (**LFI**) assessment to AS/NZS 4853.

Note 8: Requires a setback distance to stay away from the Measurement Length (refer to **Table 14 Glossary of Terms and Abbreviations**). Alternatively, the setback distance may be reduced if protection slabbing is installed along the Sensitive Use Location where interaction with the Measurement Length occurs. This may also be limited to the development area subject to APA engineering assessment.

Note 9: Pipeline protection needs to be assessed and shown on the design plans with design clearances. This includes recoating, bridge slab or asset strike protection slab.

Note 10: Clearance may be dependent on demonstrating that there is sufficient continuous ventilation.

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For construction and land use activities around gas assets the minimum horizontal clearances referenced in **Table 3** must be followed.

Table 3 Minimum Clearances for Construction Works and Land Use Activities

Construction and Land Use Activities	Minimum Horizontal Clearance	
	Transmission Pressure & Critical Distribution Mains	Non-Critical Distribution Pressure Mains
Excavation without APA representative present (Note 1)	3000 mm	N/A
Trenchless Excavation (Note 1)	3000 mm Refer to Section 5.6	1000 mm Refer to Section 5.6
Temporary Heavy Vehicle Traffic (greater than 4.5T)	If the load has not been assessed, maintain a Horizontal separation of 3000 mm. APA engineering assessment must be completed if crossing asset. Refer to Section 4.7 Temporary and Permanent Vehicle Crossings	Refer to Section 4.7 Temporary and Permanent Vehicle Crossings
Installation of Piles, Piers or Poles	Refer to Table 2 and Section 5.7	
Hot Works from Construction Activities	Any hot works within 5000 mm of an open trench containing gas asset or where cover is less than 300 mm. Refer to Section 5.8. (Note 2)	
Compaction	Section 5.10 for Compaction Limits Maximum Compaction Limits	
Vibration Limits	No vibration within 3000 mm of the pipeline and greater distance to comply with Section 5.9	
Blasting, Seismic Survey or the use of Explosives	Approval required for works within 100m. Refer to Section 5.11.	
Lifting over exposed gas asset	Not permitted over the gas asset. Refer to Section 5.12 for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of crane outriggers to gas assets	Not permitted within 3000 mm of gas asset. Refer to Section 5.12 for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of temporary material from pipeline	Not permitted within 3000 mm of gas assets. Refer to Section 5.13 for Temporary Materials.	

Note 1: Excavation covers NDD, mechanical excavation and trenchless excavation (boring, HDD, pipeline bursting and tunnelling).

Note 2: Horizontal separation distance also applies to any pits or valve covers.



4.2 Third Party Assets and Structures

Structures, including but not limited to buildings, walls, canopies, footings, pile caps or retaining walls, must not transfer any load to or be installed over any gas asset.

The design of any third party asset or structure must take into account future safe access of any gas assets in the vicinity. The proposed third party asset or structure must be installed in a way that prevents the angle of repose from encroaching into the future access zone as specified in **Section 4.1** around the existing gas asset.

Any third party asset or structure installed within proximity to a transmission pipeline or critical distribution pressure main must be designed to be self-supporting and allow for a minimum excavation window 1m on either side of the asset and 700 mm below the edge of the asset, for maintenance of the asset. This self-supporting design information is required to be shown on the construction drawings supported by geotechnical data and calculations. Construction of structures on pipeline easements are not permitted without explicit consent from APA.

Distribution pressure gas mains must be offset from the expected predominant building line at a distance in accordance with **Table 4**. Transmission pressure gas assets shall be per **Table 2**.

Table 4 Minimum Building Offset Distances for Distribution Pressure Gas Mains

Diameter (DN)	MAOP (kPag)			
	≤210	>210 ≤ 420	>420 ≤ 600	>600
≤110	0.5 m	0.5 m	1.0m	3 m
>110 ≤ 160	0.5 m	0.5 m	3 m	5 m
>160	0.5 m	3 m	3 m	8 m

Gas assets may be located underneath curbing or strip footings for road safety barriers for short sections up to 10 m to allow for tapers. The integrity of the gas asset to be located underneath the curbing or strip footing may require inspection, repair, recoating and / or slabbing depending on the existing condition and extent of proposed works.

Posts or poles which are located in road reserve, or otherwise exposed to vehicle impact, must be designed such that there will be no damage to the gas asset in the event of a vehicle impact.

For works in Victoria, consent from the relevant State Minister is required under Section 120 of the *Pipelines Act 2005* (VIC) for the erection of structures or buildings within 3,000 mm of a transmission pressure asset. Ministerial consent must be arranged through Energy Safe Victoria (**ESV**) following review and acceptance of the proposed designs by APA Networks.

4.3 Landscaping Plans

Vegetation may limit line of site, access and passage along an existing gas asset alignment, while the associated roots may damage existing buried pipe, coating or other ancillary equipment (e.g. cables). Above ground gas infrastructure may also be exposed to hazards from falling vegetation and increased fire risk. Additionally, trees and tree roots may limit access to the gas asset in an emergency, during normal operations and when make new connections or modifications.

Landscaping plans which include vegetation should select tree species which do not have vigorous root activity and do not exceed above 5m in height when fully mature when planted within 3m of gas assets. The pre-selection of trees considered suitable for planting within road reserves and near gas assets should also consider interference with, or damage to, other underground and overhead services.

For all landscaping works within 3 m of transmission pressure or critical distribution pressure gas assets the following details must submitted to APA for review and approval prior to planting.

- Tree species – botanical and common name
- Mature tree buttress and canopy diameter
- Mature tree height

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- Maximum root ball diameter
- Offset from gas asset
- Method of protection to gas asset

Trees to be planted within 3 m of transmission pressure or critical distribution pressure gas assets, should also adhere to **Table 5** below.

Note: Horizontal separation is measured from pipe edge to edge of mature trunk or mature drip line, whichever is the greater.

Strata cells are not considered an appropriate protection from tree roots. If strata cells are to be installed in the vicinity of existing buried gas assets, the controls identified in **Table 5** must be used for protection.

Table 5 Protection of Distribution Gas Assets from Vegetation

Vegetation Types	Requirements	Horizontal Separation from Pipe Edge to Vegetation			
		Greater than 3 m	1.5 to 3m	1.5 to 0.5 m	<0.5 m
Trees or Large Shrubs	Min. separation of 3 m is required between trees and pipe if no protection methods are utilised.				
Medium and Small Shrubs	Within 1.5 m – 0.5 m protection methods must be utilised.				
Ground cover and grasses	No protection methods required.				
Gas Protection Methods					
	No protection methods required, provided separation limits are followed.				
	Within 3 m, tree species which have mature buttress diameters less than 0.15 m and do not have invasive or deep roots may be accommodated without protection methods after consultation with APA Networks (Note 1). For trees with mature buttress diameters greater than 0.15 m one of the following gas protection methods must be implemented; 1. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. 2. Installation of new gas conduit beyond the structural root zone (SRZ) of the mature tree species for future use. (Note 2) 3. Installation of a root barrier system. System to be 1 m deep or extend 250mm below the gas asset, whichever is the greater.				
	Within 1.5 m installation of a root barriers system is mandatory and gas protection methods are as follows; 1. Installation of a robust root barrier system. System to be 1 m deep or extend 250 mm below the gas asset, whichever is the greater. AND 2. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. OR 3. Installation of new gas conduit beyond the SRZ of the mature tree species for future use. (Note 2)				
	Planting directly over gas assets is not permitted in any location, as it prevents emergency and maintenance access. Tree roots can damage gas asset resulting in gas leaks.				



Note 1: Refers to the minimum 1.5 m structural root zone for a mature buttress diameter less than 0.15 m mandated under AS 4970 – Protection of trees on development sites.

Note 2: Suitable protection method for PE mains only. Conduits to be recorded in Geographic Information System (GIS) for future referencing.

Note 3: On transmission pressure assets vegetation must not limit line of site along the buried gas assets alignment, all signage must remain each in sight of the other.

4.4 Surface Levels and Conditions

Decreases or increases to surface levels must consider depth of cover requirements for gas assets specified in **Table 6**. This is in addition to maintaining a minimum working cover from the top of the gas asset to the underside of trenching or road box out works during construction as specified in **Table 2**. Vehicles must not cross gas assets at covers less than those specified in **Table 6** unless in accordance with **Section 5.10** for Compaction Limits or **Section 4.7** for Temporary and Permanent Vehicle Crossings.

Where existing surfaces are to be modified, finished cover levels are not to be reduced to less than existing levels, unless meeting the minimum requirements of **Table 6**. The requirement for, and the extent of, protective slabbing over any APA Networks operated asset will be determined by APA at its sole discretion with adherence to minimum depth of cover without physical protection as the preference. Depending on the location, local councils and relevant road/ rail authorities may have minimum depth of cover requirements that APA are required to meet which are more stringent than those listed in **Table 6**. Depth of cover requirements for individual consumer offtakes (service connections) are also provided in **Table 7**.

Details of any additional fill proposed to be placed on or within 3 metres of a gas asset, or within any applicable easement, must be clearly shown on plans and must be approved by APA Networks in writing. A maximum depth of cover of 2,500 mm for transmission pressure assets and 2000 mm for distribution assets apply in all locations; however, it is preferred not to exceed 1500 mm for both types of assets.

Table 6 Minimum Depth of Cover Requirements for Pipelines and Mains

Asset Location	Minimum Depth of Cover (Note 3)	
	Transmission Pressure Asset	Distribution Pressure Asset
Under Minor Road Pavement (Note 1)	1,200 mm 1,200 mm to 1,000 mm with physical protection slabbing and APA engineering load assessment	750 mm 750 mm to 600 mm with physical protection slabbing and APA engineering load assessment
Under Major Road Pavement (Note 2)	1,200 mm 1200 mm to 1,000 mm with bridging slabs (Note 4)	1,200 mm 1200 mm to 750 mm with bridging slabs (Note 4)
In Road Reserve but not Under Road Pavement	900 mm 900 mm to 750 mm with protective slabbing contingent upon pipeline location class	750 mm 750 mm to 600 mm with protective slabbing
Not in Road Reserve	900 mm 750 mm with protective slabbing contingent upon pipeline location class	750 mm for > 210 kPa 600 mm for ≤ 210 kPa
Railway Reserve	2000 mm (Note 5)	
Large Open Drain or Major Water Crossing	2000 mm (Note 6)	



Note 1: Minor road pavements typically are owned by local councils.

Note 2: All roads owned by state and federal authorities are major roads. Roads owned by council may be major or minor roads. Covers less than 1200 mm may require dispensation from the relevant road authority.

Note 3: Protective slabbing must be installed where minimum depth of cover requirements cannot be met or are required to meet specific safety requirements. Bridging slabbing for transmission pressure assets may be replaced with protection slabbing following APA engineering assessment.

Note 4: The requirement for bridging slabs can be downgrade to physical protection slabbing where APA engineering assessment is completed and approved.

Note 5: Installation within railway reserve shall be in accordance with both AS 4799 and the respective operating standard for the gas assets i.e. AS 2885 and AS 4645.

Note 6: The minimum depth of cover of 2,000 mm shall consider future scour of the drain or waterway crossing. For man-made drains the depth of cover can be reduced to 1200 mm if sealed (i.e. concreted) and appropriately designed. For transmission pressure assets, waterway crossings shall be designed in accordance with AS 2885.1 – 2018 Clause 5.8.6.2. For all assets, as a minimum the following shall be considered;

- a) A hydrological investigation to determine the stream power under peak stream, watercourse or waterway flows. The investigation shall determine the 1 in 100 year flood and the probable maximum flood and intermediate (optional) flood conditions.
- b) A geotechnical investigation to determine the physical parameters of the crossings, and using the information from the hydrological investigation, the erosion potential. This assessment should also consider the meander potential of the watercourse so that the limits of special construction can be defined.

Table 7 Minimum Depth of Cover Requirements for Customer Offtakes (Services)

Asset Location	Customer Offtake size	
	≤ DN50	> DN50 and ≤ DN110 (Note 1)
Roadway	450 mm	600 mm
Private Property	300 mm	450 mm

Note 1: Customer offtakes (services) with diameters greater than DN110 shall have depth of cover in accordance with **Table 6**.

Changes to surface conditions (e.g. changing from nature strip to road pavement) or which place the gas asset in an inaccessible position (e.g. with excessive cover) may require slabbing, recoating and / or relocation. Changes to surrounding surface levels or conditions must also consider drainage and the potential to result in erosion of cover for gas assets. Additionally, gas fittings such as valves, stopple fittings or flanges must not be located underneath road pavement. An APA Engineering assessment will be required if this is not feasible, refer to **Section 6**.

Where a new hardstand surface is installed on non-metallic distribution pressure mains (e.g. a painted concrete driveway), consideration should be given to including a casing or enveloper pipe to APA requirements for insertion of future gas assets. This will ensure that the new hardstand surface is not modified as part of the future gas installation. Where a casing or enveloper pipe is installed for future insertion works surveyed as-constructed records are to be provided to APA Networks for incorporation into the GIS records.

For transmission pressure gas assets, any landscaping material should be level within the easement or a minimum of 3 m (but preferably 6 m) to each side of the pipeline, to permit excavating equipment to operate without having to destroy the adjacent landscaping.

4.5 Casings Vent Stacks

Casings provide mechanical protection and protection to gas assets from external loadings. Some cased crossings are sealed and fitted with a casing vent stack, which gas leaks are identified via.

The following APA requirements are to be applied for works near casing vent stacks:



- Casing vent stacks cannot be removed unless an alternative arrangement has been approved by APA Networks or they have been assessed as being redundant;
- Unfettered access is to be maintained to casing vent stacks; and
- Minimum distance from casing vent stack discharge point to any electrical installation or overhead structure must be 1000 mm.

4.6 Earthing and Electrical Effects

Steel gas assets are susceptible to adverse effects from electrical sources such as above and below ground cables, substations, transformers, earth rods, cathodic protection systems or electrified tram / train lines.

Without any further information or engineering assessment, earthing systems for distribution ($\geq 11\text{kV}$) and transmission ($\geq 66\text{kV}$) power lines must satisfy the Earth Potential Rise (EPR) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.3 & 4.5 which specifies separation distances from pipe appurtenances (e.g. valves, regulators, isolation joints), access points or earth points (including cathodic protection test points). For the potential hazards to be accepted as low risk on the basis of a Level 1 assessment the separation between a conductive structure or substation and pipeline subject to EPR shall be greater than the values given in **Table 8** below.

Table 8 Separation Distances for Pipeline Subject to EPR from Power Lines (Level 1 Assessment)

Fault Current or Actual Current (A) (Note 2, 3)	Separation Required (m) - Note 1			
	Distribution ($\geq 11\text{kV}$)	Power Line	Transmission ($\geq 66\text{kV}$)	Power Line
	100 $\Omega\cdot\text{m}$	500 $\Omega\cdot\text{m}$	100 $\Omega\cdot\text{m}$	500 $\Omega\cdot\text{m}$
150	40	190	N/A	N/A
300	80	390	N/A	N/A
500	130	660	N/A	N/A
750	200	1,000	N/A	N/A
1,000	270	1,300	60	310
3,000	N/A	N/A	190	940
6,000	N/A	N/A	380	1,900
10,000	N/A	N/A	635	>3,500

Note 1: Earth resistivity of 500 $\Omega\cdot\text{m}$ shall be used for dry sand or rock and 100 $\Omega\cdot\text{m}$ for all other cases.

Note 2: If the fault current is unknown for a distribution power line ($\geq 11\text{kV}$), a fault current of 1000 A shall be used for the first pass assessment.

Note 3: If the transmission power line ($\geq 66\text{kV}$) uses an OHEW, uses values up to 3,000 A (this assumes a current split of 30% of 10 kA). For lines without an OHEW, use values up to 10,000 A for current going down the structure.



Without any further information or engineering assessment, distribution (≥ 11 kV) and transmission (≥ 66 kV) power lines parallel to steel gas assets must satisfy the Low Frequency Induction (LFI) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.2 & 4.4 which specifies maximum acceptable power line to pipeline exposure length.

Per AS/NZS 4853 – 2012 the pipeline exposure length (average separation for the parallel section) under LFI conditions shall be less than the values given in **Table 9** below.

Table 9 Exposure Length for Pipeline Subject to LFI from Power Lines (Level 1 Assessment)

Power line to pipeline separation (m)	Exposure Length (m) – Note 1	
	Distribution Power Line (≥ 11 kV) – 100 Ω .m	Transmission Power Line (≥ 66 kV) – 100 Ω .m
5	180	95
10	210	110
20	240	127
50	310	165
100	400	210
200	550	290
500	950	500

Note 1: Without soil resistivity data, assessments are to be completed assuming 100 Ω .m. If soil resistivity data is available refer to AS/NZS 4853 – 2012.

Where AS/NZS 4853 Level 1 EPR or LFI requirements cannot be achieved a Level 2 and/or 3 assessment will be required.

The third party must provide to APA detailed plans of any source(s) of earthing and/ or electrical effects proposed to be located in the vicinity of steel gas assets, with an assessment report compliant with AS/NZS 4853 Electrical Hazards on Metallic Pipelines. This assessment report is to determine any effects to existing cathodic protection or induced voltage mitigation systems from these types of installations. The third party must address any relevant requirements and any recommendations and/or actions must be implemented to the satisfaction of APA Networks. All cost association with the study, and implementing its recommendations and/ or actions are to be borne by the third party. The third party must also complete validation testing upon completion of construction and provide all findings/ reports to APA Networks.

Hazards which may arise due to electrical systems located in the vicinity of steel gas assets include the following:

- Accidental contact between gas assets and electrical systems;
- Capacitive coupling;
- Conductive coupling;
- Electromagnetic induction;
- Low Frequency Induction (LFI);
- Earth Potential Rise (EPR), including due to fault current or lightning discharge; and,
- Adverse cathodic protection interference in excess of those allowed under AS 2832.1 or relevant state regulations

4.7 Temporary and Permanent Vehicle Crossings

Vehicle crossings over existing gas assets are limited to light vehicles (Gross Vehicle Mass not greater than 4.5 tonnes unless advised otherwise by APA Networks in writing) on unsealed surfaces or Heavy Vehicles (compliant General Access Vehicles) on established road pavements.

Any proposed new crossings must be assessed and authorised in writing by APA Networks.



A maximum surface pressure of 400 kPa is allowable directly above buried gas assets. However, any surface pressure exceeding this limit or where cover over the gas asset has been reduced from **Table 6** will require an APA Engineering Assessment and approval.

Where soil conditions exhibit poor compaction and load bearing characteristics, such as wet soil conditions, equipment is not permitted to cross the gas asset irrespective of weight without establishing a stable sealed surface or road plates.

Crane footings or bog mats must not be placed where the angle of repose can influence an existing gas asset without express written approval by APA. Where the existing gas asset is within the angle of response, the maximum surface pressure due to the crane must be provided.

5 PART 3 - CONSTRUCTION AND LAND USE REQUIREMENTS

Extreme care should be exercised at all times when working around existing gas assets, as repair works will be fully chargeable and may result in delays to any works. Refer to the duty of care outlined in **Section 1.4** and the requirements of this section when selecting construction methods.

5.1 Land Use Change

Where works proposed by a third party may result in a change in land use within the Measurement Length (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum) of transmission assets, such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes.

This may also require a Safety Management Study (SMS) report be completed and approved by APA Networks. This SMS report is generated from an SMS workshop involving an independent SMS facilitator, third party and APA Networks. APA Networks is the owner of the SMS report and any resulting recommendation/ actions must be implemented to the satisfaction of APA Networks prior to the commencement of any physical works.

Certain categories of development, such as Sensitive Use Locations (refer to **Table 14 Glossary of Terms and Abbreviations**), are not appropriate to be located with the Measurement Length. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the transmission pipeline or undertaking other protection and mitigation measures.

Sensitive Use Locations near transmission pipelines are designated under AS/NZS 2885.6 and identify land where the consequences of a Failure Event may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline Failure Event.

Sensitive uses are defined as follows;

- Schools, which includes colleges
- Hospitals and aged care facilities such as nursing homes, elderly people's homes
- Prisons and jails
- Sheltered housing
- Buildings with five or more stories
- Large community and leisure facilities, large open air gatherings
- Day care facilities
- Other potentially difficult to evacuate facilities
- Other structures as defined by relevant local councils.

For further information regarding the SMS process, refer to APA Networks Encroachment and Land Use Change SMS Trigger Procedure, **400-PR-L-0003**.

5.2 Permits and Site Watch

Transmission pressure assets and critical distribution pressure assets, must have a permit issued prior to proposed works in the vicinity of the existing assets, including any proving activities. Following the issue of a permit, a site watch inspector may be required to verify that the activities are carried out appropriately.



Other distribution pressure assets not considered critical will only require site watch as determined by APA Networks.

Where a permit is required, the response provided to the BYDA enquiry will include the relevant forms and process to be followed for submitting a permit request.

While BYDA recommends completing the request two business days prior to undertaking works, this is to ensure that the location information is obtained. This may not allow sufficient time for APA Networks to supply site watch. Further delays may be experienced if the proposed works are significantly complicated, do not meet the requirements of this document or if insufficient information is provided.

It is an offence in all jurisdictions to undertake activities in the vicinity of transmission pipelines without prior authorisation by the operator.

5.3 Coating Surveys and Leakage Surveys

Where proposed works have potential to indirectly damage pipe coating (i.e. due to compaction) or result in a leak of the gas asset (e.g. vibration of cast iron pipes), additional monitoring activities such as Direct Current Voltage Gradient (DCVG) or leakage surveys may be required.

If required, chargeable DCVG surveys will be conducted prior to works to establish any existing coating faults which exist on the gas asset. A subsequent DCVG survey will be conducted at the conclusion of works, and where new faults have developed on the gas asset, repairs shall be made with costs charged to the works owner. Surveys can be conducted prior to finalising road surfaces to avoid costly repairs.

A similar chargeable survey program can be applied where leakage surveys are required. However, additional surveys may be necessary throughout works to ensure work crews do not operate in a gaseous environment once leaks are caused.

5.4 Pipeline Repairs, Recoating and Slabbing

Buried steel assets operated by APA Networks are coated to provide protection from corrosion.

Where the surface conditions above a buried steel pipe are changed which may limit future access to the existing gas asset an assessment of the coating condition will likely be triggered.

The requirement for pipeline recoating is assessed by APA Networks on a case by case basis, based on the proposed works, but will generally be dependent on the following:

- The asset class;
- The existing coating type, age and condition;
- Increase in loading that can bring forward any pipeline anomalies; and,
- Changes limiting access to the existing asset(s), such as the installation of slabbing, road pavement, culverts, embankment ramps or any other feature.

A chargeable coating survey carried out in accordance with **Section 5.3** may be required to assess the condition of the existing gas asset coating.

Recoating and/ or associated slabbing works over any gas asset will be determined by APA Networks Engineering Assessments and any applicable risk assessments (Safety Management Study or Formal Safety Assessment).

Pipeline repairs, recoating and slabbing that form part of any third party commercial agreement will be charged to the third party.

The requirement for, and the extent of, slabbing over any APA Networks operated asset will be determined by APA at its sole discretion and may depend on factors other than only changes in depth of cover discussed in **Section 4.4**. Slabbing may be required for the following reasons:

- Removable protective slab to provide protection from third party mechanical excavation;
- Bridging slab to provide protection from external loadings e.g. insufficient depth of cover combined with vehicle traffic.

Slabbing must be installed with adequate separation from the pipe, which may impact the undisturbed cover requirement, and cannot be installed directly underneath road pavement or at surface level.



Any bridging slab designs prepared by a third party must be accompanied by certification from the registered practising structural engineer (Registered Professional Engineer Queensland (**RPEQ**) required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to prevent pipeline loading.

5.5 Exposure of Buried Gas Assets

5.5.1 General

Excavation works covers Non-Destructive Digging (**NDD**) and mechanical excavation. All such excavations must be completed in accordance with APA's direction.

The Third Party or its Contractor can perform exposure works on APA Networks operated assets via NDD using vacuum excavation and subsequent mechanical excavation works under the following conditions:

- **A current BYDA request is available for the works.**
- An approved Authority to Work Permit (**ATWP**) is issued for works near transmission pipelines or critical mains.
- APA Site Watch Officer is present for works near transmission pipelines or critical mains as outlined on the ATWP.
- The Third Party (or its Contractor) shall ensure they have their own SWMS, Risk Assessment, Environmental Management Plan, Tool Box Talk, Traffic Management and Pre-Start in line with their own corporate policy in place prior to works commencing.
- All underground assets have been identified by surface marking where within or close to the excavation area prior to proceeding with planned proving works (i.e. hand or NDD (e.g. Hydro-Vacuum Excavation). Any non-recorded assets should be identified prior to breaking ground (e.g. excavation or cutting).
- A check for gas leaks has been conducted prior to the commencement of work.
- If the mechanical excavation operator cannot see the spotter (where applicable, APA Site Watch Officer), he or she must stop moving immediately and not resume movement until contact has been established. Spotters must be aware of their surroundings and should never walk into the path of a vehicle, moving equipment or a swinging load. They need to scan the ground to become aware of any trip or fall hazards.
- If excavations are greater than 1.5 m or ground conditions are considered unstable benching/ battering/ shoring must be utilised. Additionally, appropriate ladders/ ramps or steps must be utilised to ensure safe access and egress.
- **Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.**

5.5.2 Physically Proving Gas Assets

Prior to mechanical excavation of the gas assets, the asset shall be physically proven by NDD or through the use of hand excavation. The method used will vary based on the criticality of the asset. The requirements in **Section 5.5.1** shall be implemented prior to physically proving the gas asset.

Technique 1 – Vacuum Excavation (Critical and Non-Critical Gas Assets)

A vacuum truck can be used to prove and expose the gas asset. Please ensure the requirements detailed in **Section 5.5.3** are adhered to.

Technique 2 – Hand Excavation (Critical and Non-Critical Gas Assets)

If the anticipated depth of cover of the gas asset is less than 1m (measured from the top of pipe) then hand excavation shall be used to expose the gas asset. The use of round edge shovels should be used to avoid damage to the pipe or coating. In the event that the anticipated depth of cover of the gas asset is greater than 1m then mechanical excavation can be undertaken in accordance with the requirements of **Section 5.5.4** but must stop when within 1m of the gas asset (i.e. 1.3m anticipated depth means that 300 mm of cover can be removed by mechanical excavation and the



remainder by hand excavation as described above. The anticipated depth shall be based on the shallowest result from BYDA or pipe locator.

Technique 3 – Hand + Excavation (Non-Critical Gas Assets ONLY)

If the gas asset is deemed non-critical then a combination of hand digging and excavation can be used. This technique requires the third party to hand excavate 300 mm then mechanically excavate the first 150 mm. In this technique the hand excavation shall always lead the mechanical excavation by 150 mm. Once within 300 mm of the gas asset then only hand excavation is allowed.

5.5.3 Hydro-Vacuum Excavation

Where hydro-vacuum excavation is used in the vicinity or to expose existing gas assets, the following conditions must be applied:

- Ensure the general requirements in **Section 5.5.1** are adhered to prior to the works commencing.
- Root cutting heads shall not be used at any time.
- When locating pipelines and mains, a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 450 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- When locating customer offtakes (services), a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 300 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- Where air is used in place of water the air pressure shall not exceed 175 PSI (1200 kPa).
- A minimum distance of 200 mm shall be maintained between the nozzle tip and subsoil and vertical movements avoided (i.e. nozzle shall not touch or be inserted into soil).
- The wand shall never remain motionless during excavation. Aiming directly at the gas asset shall be avoided at all times.
- NDD vacuum equipment must not come into contact (impact) with the pipe or coating.
- Once a gas asset has been exposed via hydro-vacuum methods, a visual check must be undertaken to ensure no damage has occurred to the pipe or its coating. Damage caused to the pipe coating by the third party will be chargeable.
- A dead man trigger or similar, shall be installed and used on the wand.
- If conduits are to be installed for identification of the gas assets location the conduit shall be offset to one side and recorded or a flexible conduit installed over the gas asset. The placement of PVC pipes directly on the gas asset may cause damage to the pipe coating and require repair at the contractor's expense.
- Vacuum excavated holes shall be cleaned of any rocks and debris and backfilled with a minimum 300 mm of sand.

Personnel operating NDD equipment shall monitor ground conditions to determine and adjust for the lowest water pressure setting and vacuum used to adequately expose the gas asset. The objective shall be to use the lowest possible pressure and vacuum required to adequately excavate in order to minimise risk of coating and/or pipe damage. **Table 10** provides the maximum water pressure to be used for various pipe and coating types.

Table 10 Maximum Water Pressure for Hydro-Vacuum Excavation

Pipe / Coating Type		Max. Water Pressure (PSI)	Pipe / Coating Type	Max. Water Pressure (PSI)
Steel	Coal Tar Enamel Coated	1,000	Steel – Mummified fittings (e.g. valves, flanges)	Not Permitted
	Polyethylene Tape Coated	1,000	Cast Iron	1,000
	Polyethylene Coated	2,000	Polyethylene	2,000
	Trilaminate Coated	2,000	Nylon or PVC	1,500
	FBE or HBE Coated	2,000	Unknown Material or Steel Pipe Coating	1,000
	Uncoated	2,500		

5.5.4 Mechanical Excavation

Prior to commencing any excavation works the general requirements in **Section 5.5.1** must be adhered to.

Where works are to be carried out within 3 m of the gas alignment and to 1 m of the known gas main depth, the contractor is required to pothole and expose the gas asset as outlined in **Section 5.5.5**.

Prior to the mechanical excavation commencing ensure the excavator is in working order and all pre-start equipment checks are completed.

Excavators with general purpose buckets (e.g. mud bucket, general purpose teeth) up to 30 tonnes are permitted to conduct mechanical excavations in the vicinity of existing APA gas assets in accordance with APA requirements. Any variation of excavator size or bucket type will require assessment and approval by APA Networks. Buckets with any type of tiger or penetration teeth are not permitted unless explicitly approved by APA Networks.

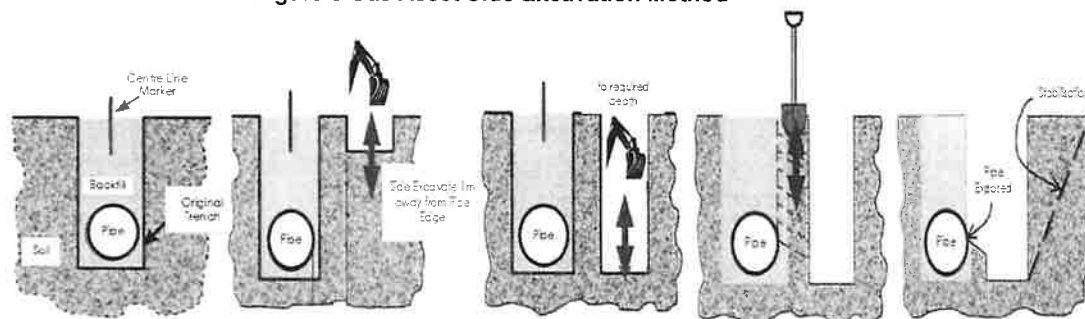
Critical Gas Assets

No mechanical equipment shall be used within 1 m of the potholed depth of the critical gas asset, except under explicit on site direction from an APA representative (i.e. APA Site Watch).

Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.

Once the gas asset has been positively proven, as outlined in **Section 5.5.2**, mechanical excavations can commence at a minimum of 300 mm offset from the outer edge of the pipe. The third party shall not mechanically excavate directly over a critical gas asset, with hand excavation only directly over the alignment or to expose the asset.

Figure 3 Gas Asset Side Excavation Method





Non-Critical Gas Assets

Mechanical excavation is permitted directly over the top of non-critical gas assets however **under no circumstances is mechanical excavation equipment to be used within 300 mm of any gas asset**. If the third party is in doubt with regards to the criticality of the gas asset, then the excavation method outlined for critical gas assets shall be used.

Prior to the mechanical excavation commencing, the asset shall be physically proved as outlined in **Section 5.5.2**. Once the depth has been physically proven the third party can proceed with excavating around the gas asset until within 300 mm. From this point hand excavation or NDD is required.

5.5.6 Protection During Exposure

Additional protection measures are required where an exposed gas asset may be subject to impact from construction activities, sagging of exposed pipe and trench instability. Any works requiring exposure and protection of the gas asset should have an accompanying methodology and approval by APA Networks.

Physical protection (e.g. structural steel protection, sandbags, wrapped with split PVC pipe) should be installed around the exposed gas asset when exposed, particularly when new infrastructure is planned to be installed crossing below the gas asset. If the gas asset is to be exposed for longer than one day or otherwise left unattended, suitable barricades, security fencing and/ or steel plates will be required to provide protection from vehicles, dropped objects (such as construction materials) or vandalism.

Unsupported exposed pipe lengths require protection from sagging by using suitable supports such as sandbags or slings. Where slings or other support types come into contact with the gas asset, protection methods must be employed (e.g. wrapped with split PVC pipe) to prevent damage to the existing pipe or coating. Exposed unsupported joints must also be identified and supported during works. The maximum allowable length of exposed pipe without support is provided in **Table 11**.

Table 11 Maximum Unsupported Lengths of Exposed Pipe

Gas Asset Diameter (mm)	Steel Maximum Unsupported Length (mm)	Polyethylene Maximum Unsupported Length (mm)	Other Material Maximum Unsupported Length (mm)
≤20	2,000	1,500	1,500 (Note 1)
>20 & ≤63	2,800	2,000	
>63 & ≤100	3,600	3,000	
>100 & ≤150	4,200		
>150 & ≤250	5,000		
>250	5,700		

Note 1: Particular care should be taken for other materials include cast iron, PVC or nylon due to the unpredictable nature of the joints.

Additional protection and support during trench or bell-hole excavation works to minimise ground instability may also be necessary to protect the integrity of existing gas assets during exposure works. Trenches are to be inspected prior to commencing works each day and monitored by the onsite party responsible for the excavation. APA shall be notified of any condition likely to affect the stability of trench.

Any deep excavations, within 3 m of a gas asset, shall be designed and constructed such that the effects of subsidence, collapse or extreme weather will not affect the gas asset. Any such excavations prepared by a third party must be accompanied by certification from a registered practising engineer (RPEQ required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to protect the gas asset.



5.5.7 Backfill and Reinstatement

Prior to backfilling, a minimum of 150 mm of bedding sand must be placed around all gas assets. Bedding sand shall be in accordance with APA specification **400-SP-L-0002**, which can be provided to third parties upon request. The bedding must be compacted in accordance with **Section 5.10**, including suitable compaction and backfill of the underside of the gas asset to prevent any further vertical movement during subsequent layers above the asset. APA may require geo-fabric installation between different trench reinstatement products to prevent sand migration in which nonwoven fabric is required and needs to extend 1000 mm past either side of the utility crossing.

The bedding material shall be clean, free from all sharp objects, sandbags, clay material, vegetable matter, building debris and disused road paving material to the specification provided by APA. Recycled bedding material and stabilised sand must not be used unless explicitly approved by APA.

The remainder of the excavation shall be backfilled and compacted in accordance with **Section 5.10**, at maximum increments of 300 mm to a density which is similar to the surrounding sub-grade material. Only clean fill material shall be used, preferably the same as the natural soil in the area, and free from ash, weeds and pest plants, salt or any chemicals which could harm the gas assets. Where required, concrete slabbing shall be installed in accordance with **Section 5.4**.

In all circumstances gas warning tape / marker board shall be installed in accordance with the following requirements:

- Gas warning tape installed at 300 mm below finished surface level.
- Gas marker board installed 300 mm above the top of the pipe.

Note, where gas warning tape cannot be installed 300 mm below the finished surface level due to road pavement box out, marker board is to be installed 50 mm below the box out work zone.

In situations where a physical protection slab or bridging slab has been utilised an additional layer of gas marker board must be installed 50 mm above the slabbing.

The excavated area is to be reinstated to the original condition or as approved by APA and the relevant local council, road authority or landowner as applicable. Any marker signs removed during excavation works must also be reinstated in original positions. Additional marker signs may be required at new infrastructure crossings as directed by APA.

5.6 Trenchless Excavation

Trenchless excavation covers horizontal directional drilling (**HDD**), boring, pipe bursting and tunnelling. These activities are considered high risk that require additional controls to prevent damage to existing gas assets. This includes proving the existing gas asset location and depth for all horizontal bores, as well as providing a witness trench to verify that the bore will pass the asset with sufficient separation.

A witness trench must be used in addition to live electronic tracking of the bore head. The witness trench must be prepared to the specification provided in **Table 12**. The progressive measurement of the length of the bore must also be made and plotted along its proposed direction to ensure the bore head has not missed the witness trench. The bore head must be exposed in the witness trench, when the crossing is above the existing gas asset.

For all assets installed via trenchless excavation a vertical separation aligning with the maximum borehole diameter (e.g. reamed diameter) shall be demonstrated. For transmission pressure and distribution pressure assets this vertical separation distance is 1000 mm and 600 mm, respectively.

If the works run parallel to a transmission pressure or critical gas assets a minimum separation distance of 3 m must be maintained. For non-critical gas assets, the minimum separation distance of 1 m must be maintained. For works running parallel to gas assets, proving of the actual location of the gas asset must occur every 4 m.

Note: It is expected that HDD operators working near gas assets hold the national competency RIICCM202 – Identify, location and protect underground service.



Table 12 Minimum Witness Trench Dimensions

Crossing Type	Witness Trench Depth	Witness Trench Dimensions
Crossing Above Existing Gas Asset	To bottom (invert) of gas asset	Witness trench shall be 1000 mm to 2000 mm in front of the gas asset on the approach side.
Crossing Below Existing Gas Asset	To bottom (invert) of gas asset plus 500 mm	Witness trench shall be min. 1500 mm long and 300 mm wide centred on bore centre line.

Dispensation may be considered where detailed long sections are provided for assessment by APA and where depths of existing gas assets or separation to the bore are greater than 2500 mm.

Pipe bursting is not permitted within 1000 mm of an existing gas asset.

5.7 Piles, Piers or Poles

No piling such as pile-driving, sheet-piling or hammer-piling is permitted within 15 m of an existing gas asset unless explicit consent has been provided by APA. In all instances, vertical bored (augured) piles, piers or poles are preferred.

Where installation of piles, piers or poles are proposed between 500 mm and 1000 mm clearance from a gas asset (distribution and transmission pressures, respectively), the area directly below the proposed pile, pier or post location must be excavated to a level equivalent to the bottom (invert) of the existing gas asset, and works started from that depth.

Note: Proving of the gas asset must be completed in accordance with the requirements set out in **Section 5.5.2** prior to the commencement of any works.

Temporary steel plates may also be installed between the gas asset and the proposed pile, pier or post used for vertical bore methods within this clearance to provide extra protection.

Note: Direct vibration monitoring on the gas main may be required depending upon the installation method utilised. Refer to **Section 5.9** for APA Networks vibration limits.

5.8 Hot Works for Construction Activities

Typical hot works include grinding, welding, thermal or oxygen cutting or heating, and other related heat producing or spark-producing operations. Heat sources or hot works must not impact gas assets, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.

In order to safely undertake hot works, response procedures in the event of fire or flammable gas detection must be prepared and monitoring for flammable gases must be undertaken during works.

APA must approve any hot works where there is less than 300 mm ground cover to buried gas assets, or within 5,000 mm of any exposed gas assets (including any pits or valve covers). A heat shield or barrier may be required to provide protection if it cannot be demonstrated that works can be undertaken without impacting the gas asset.

5.9 Vibration Limits

Significant vibration may arise from activities such as blasting, piling, tunnelling and HDD/boring.

To avoid damage to existing APA Networks operated pipes and coatings, the following vibration limits must not be exceeded at any point on the pipe:

- For cast iron mains: 5 mm/s maximum Peak Particle Velocity (**PPV**) measured on the pipe.
- For steel pipe with a coal tar enamel (**CTE**) coating or with poor coating health: 10 mm/s maximum PPV measured on the pipe.
- For non-coal tar enamel pipe coatings and other pipe materials (i.e. steel, PE, PVC or Nylon): 20 mm/s maximum PPV measured on the pipe.



- d) For blasting, the above vibration limits can be increased if supported by calculations in accordance with Design Guidelines for Buried Steel Pipeline – American Lifelines Alliance American Society of Civil Engineers (**ASCE**) and approved in writing by an APA Networks Integrity Engineer.

Note: Cast iron mains are particularly susceptible to damage by vibration. The PPV limit may not prevent leaks from cast iron and may require additional gas leakage survey activities during works in accordance with **Section 5.3**.

For vibration monitoring adopt an alarm at 80% of the acceptable PPV value and when the alarm is activated, the work must stop and be re-assessed. Short incursions up to 100% are acceptable, for sustained periods of vibration longer than 5 minutes, works must be stopped.

The zone of influence for vibration assessment undertaken by the third party is shown below;

- For compaction, refer to **Table 13**.
- For trenchless excavation (HDD/ boring), refer to **Section 5.6**.
- For piling refer to **Section 5.7**.
- For blasting refer to **Section 5.11**.

5.10 Compaction Limits

Compaction activities such as establishing a base course for a road pavement may result in damage to the pipes and coatings of existing gas assets. Compaction limits in the vicinity of existing gas assets are summarised in **Table 13**.

Table 13 Maximum Compaction Limits

Horizontal Separation (m)	Minimum Cover to Top of Gas Asset (mm)	Compaction Limits
≤3 (Note 1)	300	Small handheld compactor only
	500	Large handheld compactor Maximum 4 tonne tandem drum static roller
	750	Maximum 8 tonne tandem drum static roller
	1200	Maximum 10 tonne tandem drum static roller subject to APA approval
>3 & ≤10	All	Maximum 8 tonne tandem drum vibrating roller
>10 & ≤15	All	Maximum 10 tonne tandem drum vibrating roller
>15	All	Any compaction method

Note 1: Compaction within 3 m of gas assets is limited to static rollers. If vibration compaction is necessary a robust vibration assessment and construction methodology signed off by an RPEQ for works in Queensland, and so on as required for other States and Territories, will need to be produced by the third party for review and approval by an APA Networks Integrity Engineer.

5.11 Blasting / Seismic Survey / Explosives

Blasting, seismic survey or the use of explosives is not permitted within 100 m of a gas asset unless explicit approval is provided by APA Networks. The size and quantity of the explosives to be used will determine how close to the pipeline blasting will be permitted. In all cases, blasting methods must be arranged to limit ground vibrations so that the peak particle velocity does not exceed acceptable limits. At no stages will blasting be permitted within 3 m of the pipeline.



5.12 Suspended Materials above Gas Assets and No Go Zones for Cranes

Where gas assets are exposed, no cranes, excavators or backhoes are permitted to carry or suspend materials directly over or across a gas asset without an APA Networks approved lifting plan and SWMS.

Outriggers must be set up outside a 3 m radius from gas assets unless otherwise approved by APA Networks in writing.

5.13 Temporary Materials

In all instances it is preferred that temporary materials (e.g. soil, shipping containers) are not stored on top of transmission pressure and critical gas assets. Temporary material must not restrict access and should be placed at least 1,500 mm from the alignment of these assets unless otherwise approved by APA Networks.

6 PART 4 - ALTERATION OF EXISTING GAS ASSETS

Where the proposed third party works do not comply with the requirements of this document, and adequate additional controls or a specialised engineering solutions cannot be developed, alteration of the existing gas assets will be required.

Gas asset alterations will only be undertaken under a Recoverable Works Agreement (**RWA**) appropriate to the scope and extent of the works required.

An Early Works Agreement (**EWA**) may also be required where works are proposed which require proving, engineering design activities or purchase of long lead items. This will allow for completion of these items prior to execution of a RWA and avoid delaying works.

If either or both these agreements are required, then APA Networks will enter negotiations with the relevant third party and any costs will be payable by that third party.



7 GLOSSARY OF TERMS AND ABBREVIATIONS

Table 14 **Glossary of Terms and Abbreviations**

Term/ Abbreviation	Meaning
AGN	Australian Gas Networks
APA	Each entity that forms part of the APA Group
APA Engineering Assessment	Covers technical assessments which may involve field integrity assessments that may or may not include the use of specialist Consultants managed by APA.
APA Networks Operated Assets	APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (AGN), Allgas, APA, Origin and Queensland Nitrates (QNP) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria.
APA Permit Issuing Officer	The APA Permit Issuing Officer is responsible for opening the Permit To Work, validating APA Networks assets have been located and being the Site Watch for works within the gas Easement or Protected Zone.
AS	Australian Standard
ASCE	American Society of Civil Engineers
ATWP	Authority to Work Permit
CTE	Coal Tar Enamel
Damage	Physical damage to and interference with APA's assets. Damage includes reducing design life, coating damage, dents, scratches, rupture, cutting of cathodic protection cables. Damage can also include potential impacts that APA pipelines can have on third party assets.
BYDA	Before You Dig Australia (previously known as Dial Before You Dig (DBYD))
DCVG	Direct Current Voltage Gradient
Depth of Cover	Vertical distance from the existing natural ground surface to the top of the buried gas asset
EPR	Earth Potential Rise
ESV	Energy Safe Victoria
EWA	Early Works Agreement

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Excavation	Excavation refers to manual digging or mechanised digging operation with plant or equipment which involves trenching and trenchless excavation. Trenchless excavation covers boring, Horizontal Directional Drilling (HDD), pipe bursting and tunnelling.
FBE	Fusion Bonded Epoxy
GIS	Geographic Information System
HBE	High Build Epoxy
HDD	Horizontal Directional Drilling
Hot Works	Hot works are defined as grinding, welding, thermal or oxygen cutting or heating, and other related heat-producing or spark-producing operations. Heat sources or hot works must not impact pipelines, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.
LFI	Low Frequency Induction
LPG	Liquefied Petroleum Gas
MAOP	Maximum Allowable Operating Pressure
Measurement Length	The maximum length of pipeline route which presents an extended source of hazard on the basis that an event of failure could affect any part of the development or specific location relevant to the development. The maximum length corresponds to the heat radiation hazard associated with a 4.7 kW/m ² heat radiation contour for an ignited full bore rupture calculated in accordance with AS/NZS 2885.6. If the pipeline is designed as a no rupture pipe, then the measurement length corresponds to a credible leak size.
NDD	Non-Destructive Digging (NDD) refers to either hand digging or Non-Destructive Pot Holing using a vacuum pipe connected to a vacuum truck with either a water lance or air lance. Hydro-Vacuum Excavation consists of a water lance and vacuum truck and is used to physically prove existing assets.
OHEW	Overhead Earth Wire
PE	Polyethylene
Pipe Bursting	Pipe bursting refers to a pipe being inserted to a larger pipe that results in the larger pipe being damaged. For an example of pipe bursting, refer to the following You-Tube video: https://www.youtube.com/watch?v=HX5beh0ubGY
Pipeline Easement	The pipeline area shown on a survey plan and referenced on the property title.
Predominate Building Line	The expected predominate building line relates to the façade of the building, not necessarily the property boundary.
Protected Zone	A Protected Zone is an area extending both horizontally and longitudinally along a gas asset. It is the area where loads and/or any hot works may potentially cause damage to the gas asset.

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	The Protected Zone refers to works near APA Networks gas assets or works within the vicinity of the gas assets that may cause an unacceptable risk to the asset in accordance with Table 2 Minimum Clearances or Table 3 Minimum Clearances for Construction Works and Land Use Activities
PTW	Permit to Work
PPV	Peak Particle Velocity
PVC	Polyvinyl Chloride
QNP	Queensland Nitrates Plant
RPEQ	Registered Profession Engineer Queensland
RWA	Recoverable Works Agreement
Sensitive Use Locations	This is designated as Class "S" as per AS/NZS 2885.6 Pipelines - Gas and liquid petroleum - Pipeline safety management and refers to the sub location class. Sensitive Use Location Class (S) identifies land where the consequences of a FAILURE EVENT may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline FAILURE EVENT. Sensitive uses are defined as follows: • Schools which includes colleges • Hospitals • Aged care facilities such as nursing homes, elderly people's homes • Prisons and jails • Convalescent homes • Sheltered housing • Buildings with five or more stories • Large community and leisure facilities, large open air gatherings • Day care facilities • Other potentially difficult to evacuate facilities • Other structures as defined by relevant local councils. The Sensitive Use Location Class "S" must be assigned to any section of a gas transmission pipeline where there is a sensitive development within the applicable Measurement Length.

Guidelines for Works Near Existing Gas Assets
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Site Watch	An APA Site Watch representative can be the Permit Issuing Officer for excavation work within a gas Easement or Protected Zone and is referred to as the primary spotter for excavation works. The secondary spotter is provided by the Contractor. The primary spotter has the ultimate decision regarding works within the gas Easement or Protected Zone which includes the method of excavation, starting and stopping excavation work. The APA Site Watch representative is the nominated competent person responsible for the following; • Making themselves highly visible and everyone on the job site should be aware of the Site Watch's role; • Communication to personnel operating mobile plant and equipment ensuring minimum clearance to above and below ground assets is maintained and the construction methodology is adhered to and complies with APA Networks requirements. Ensuring personnel do not encroach within the swing radius of the operating machinery.
SMS	Safety Management Study
SMWS	Safe Work Method Statement used by APA or Contractors to execute field work. The risks and associated control measures risk assessments should be transferred to SWMS.
SRZ	Structural Root Zone
Structures	Structures refer to third party structures which includes, but is not limited to; temporary or permanent buildings, walls, canopies, footings, pile caps or retaining walls
Third Party	The person or entity and their agents or Contractors that propose to undertake work near APA assets.
Third Party Assets	Third Party Assets include roads, utilities and structures.
Third Party Excavation	Third Party Excavation which is not associated with APA (e.g. road works, utility installation, private development, fencing).
Third Party Works Classification	The Third Party Work Classification as shown in Section 3.3 covers the following three work classifications: 1. No Impact to gas assets 2. No Objection Under Conditions 3. Enquiry Escalated for Alteration
Transmission Pipeline	Gas transmission pipeline which includes all associated equipment such as cathodic protection, earthing grid, instrumentation and electrical cables.
Utilities	Includes water, wastewater, drainage, telecommunications cables, power poles and cables owned by individuals or organisations other than APA Networks.
Voltage	Difference of potential normally between conductors or between conductors and earth as follows: a) Extra-low voltage – Not exceeding 50V a.c. or 120 V ripple-free d.c. b) Low voltage – Exceeding extra-low voltage, but not exceeding 1000 V a.c. or 1500 V d.c.



	c) High voltage – Exceeding low voltage.
Works	The development of any type of buildings, structures and other obstructions (including residential buildings, pools, sheds, carports, major developments, transport infrastructure, services, stockpiles, trees), and any work that causes changes to the ground (including movement of heavy vehicles, blasting, tunnelling, pile driving, ground compaction, earthworks, open and trenchless excavations)

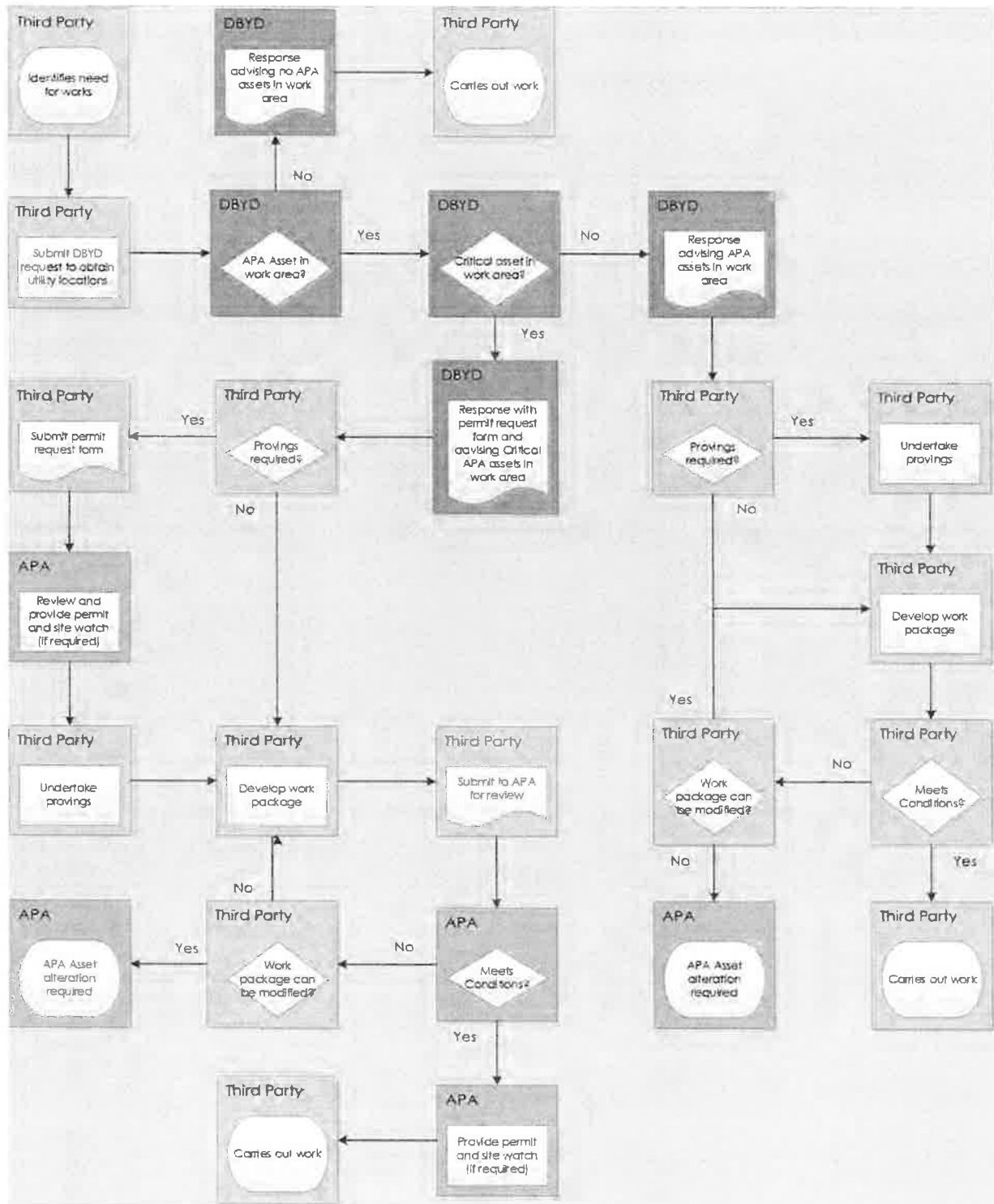


8 DOCUMENT REFERENCES

Table 15 Document References

External Standards	
API RP 1102	Steel Pipeline Crossing Railroads and Highways
AS 2832.1	Cathodic protection of metals: Pipes and cables
AS 2885.0	Pipelines – Gas and liquid petroleum: General requirements
AS/NZS 2885.1	Pipelines – Gas and liquid petroleum: Design and Construction
AS/NZS 2885.2	Pipelines – Gas and liquid petroleum: Welding
AS 2885.3	Pipelines – Gas and liquid petroleum: Operations and Maintenance
AS 2885.5	Pipelines – Gas and liquid petroleum: Field Pressure Testing
AS/NZS 2885.6	Pipelines – Gas and liquid petroleum: Pipeline safety management
AS/NZS 4645.1	Gas Distribution Networks - Network Management
AS/NZS 4645.2	Gas Distribution Networks - Steel Pipe Systems
AS/NZS 4645.3	Gas Distribution Networks - Plastics Pipe Systems
AS 4799	Installation of Underground Utility Services and Pipelines Within Railway Boundaries
AS 4827.1	Coating defect surveys for buried pipelines Part 1: Direct current voltage gradient (DCVG)
AS/NZS 4853	Electrical Hazards on Metallic Pipelines
AS 4970	Protection of trees on development sites
Standard Policies, Procedures, Specifications, Guidelines, Forms and Templates	
400-SP-L-0002	Networks Bedding Material Specification
400-PR-L-0003	Encroachment and Land Use Change SMS Trigger Procedure

APPENDIX A GENERAL DBYD RESPONSE PROCESS





Before You Dig Australia

Classification: Networks

Enquiry date	18/08/2025
Sequence number	259692718
Work site address	1/38A MIDDLE STREET LABRADOR QLD 4215





Enquiry Date: 18/08/2025
Enquirer: Soft Reg
Sequence Number: 259692718
Work Site Address: 1/38A MIDDLE STREET
LABRADOR
QLD 4215

Thank you for your Before You Dig enquiry regarding the location of gas assets.

We confirm there are NO Gas Assets located in close vicinity of the above location.

Caution: Damage to gas assets may result in explosion, fire and personal injury.

Please ensure you read and comply with all the relevant information contained in this response to your BYDA enquiry.

Before You Dig Checklist



1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.



2. Prepare

- Electronically locate gas assets and mark locations.
- Note: Look for visible evidence of gas assets at the worksite which may not be shown on plans.



3. Pothole

- Not applicable where no gas assets present.



4. Protect

- Not applicable where no gas assets present.



5. Proceed

- Only proceed with your work once you are confident no gas assets are located in vicinity to your work location.
- APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.



Contacts

Contacts APA Group	
Enquiry	Contact Numbers
General enquiries or feedback regarding this information or gas assets.	APA – Before You Dig Officer Phone: 1800 085 628 Email: BYDA_APA@apa.com.au
Gas Emergencies	Phone: 1800 GAS LEAK (1800 427 532)

Site Watch

Site Watch is where an APA field officer attends your work site to monitor and ensure controls are in place to protect critical gas assets from damage during work.

The following rates apply for this service (1 hour minimum charge):

Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancelations received after 12pm (midday), 1 business day prior to the booking</i>	

Contact APA – Before You Dig officer for state specific hours of business.

Site

1/38A MIDDLE STREET

Address:

LABRADOR

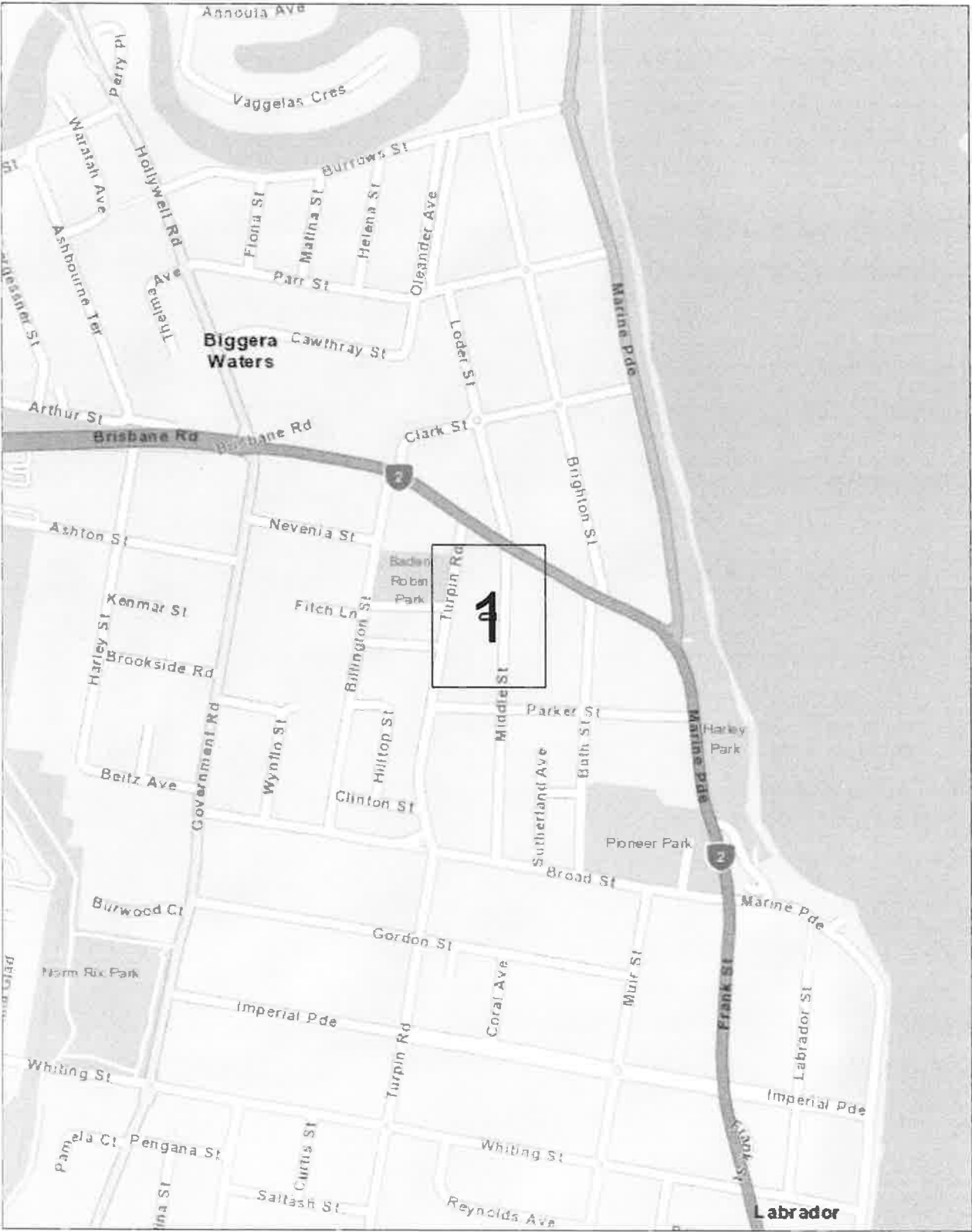
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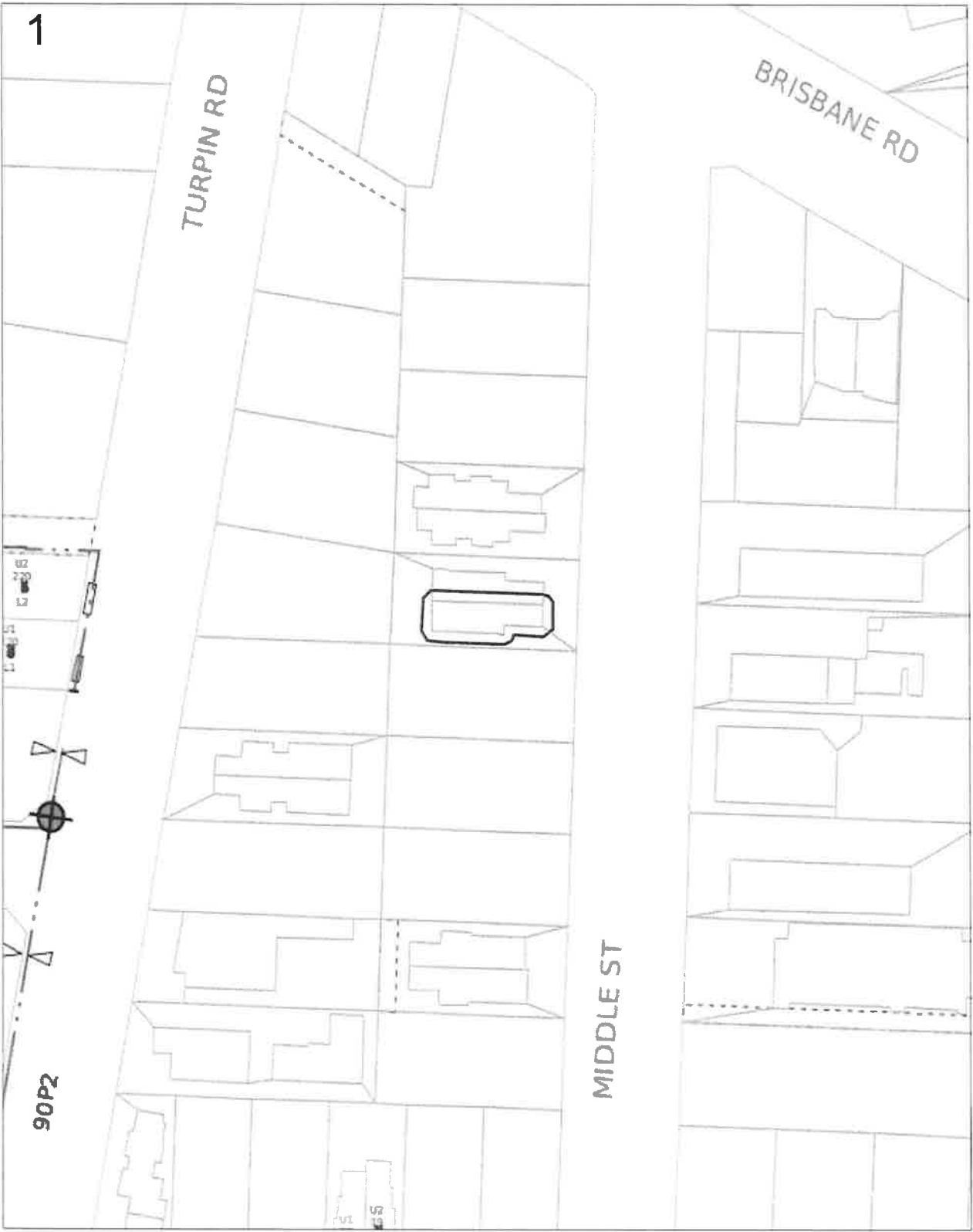
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Number:



Site 1/38A MIDDLE STREET
Address: LABRADOR
QLD 4215

Sequence 259692718
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community

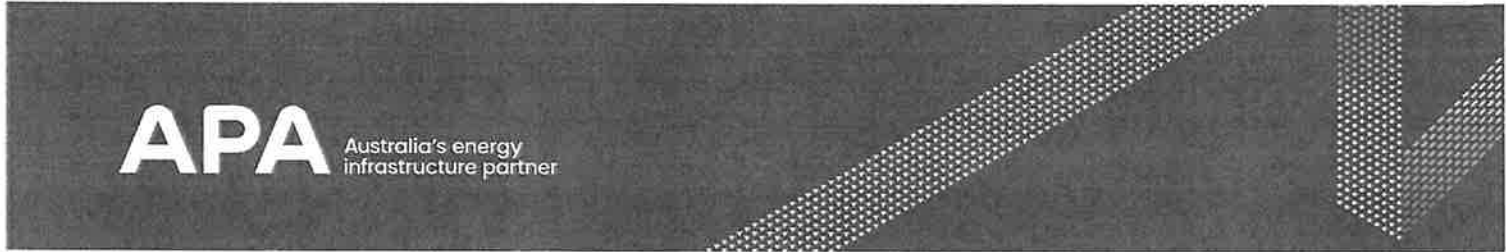


Enquiry Area



Map Key Area





Legend

Pipe	Pipe code and material	Object
Low pressure	C* (for example, C2) Cast iron	Valve
Medium pressure	CU Copper	Buried valve
High pressure	N2 Nylon	Regulator
Transmission pressure	P* Polyethylene (PE)	Gas supplied = yes
Critical main (behind pipe)	P3 Polyvinyl chloride (PVC)	CP rectifier terminal
Proposed (pressure by colour)	P6, P7, P9-P12 Medium density PE	CP test station
LPG (pressure by colour)	P2, P4, P8 High density PE	CP anode
Hydrogen blended (pressure by colour)	S* Steel	CP bond wire
Abandoned	W2 Wrought galv iron	Syphon
Idle/inactive	W3 PE coat wrought galv iron	Trace wire point
Sleeve		
Casing (behind pipe)		
Area	Abbreviation	
BYDA area of interest	BoK Back of kerb	FoK Front of kerb
	C Depth of cover	Galv Galvanized
	CP Cathodic protection	NTI Not tied in
Example		
40P6 in 80C2	Pipe	Pipe code
63S8	40 mm high pressure medium density poly in an 80 mm cast iron casing	Pipe diameter in millimetres is shown before pipe code. 40P6 = 40 mm nominal diameter
	63 mm medium pressure steel	

This map was created in colour and should be printed in colour

Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- **For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.**
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email damageprevention@apa.com.au to request an in-person presentation.

HOMEOWNERS

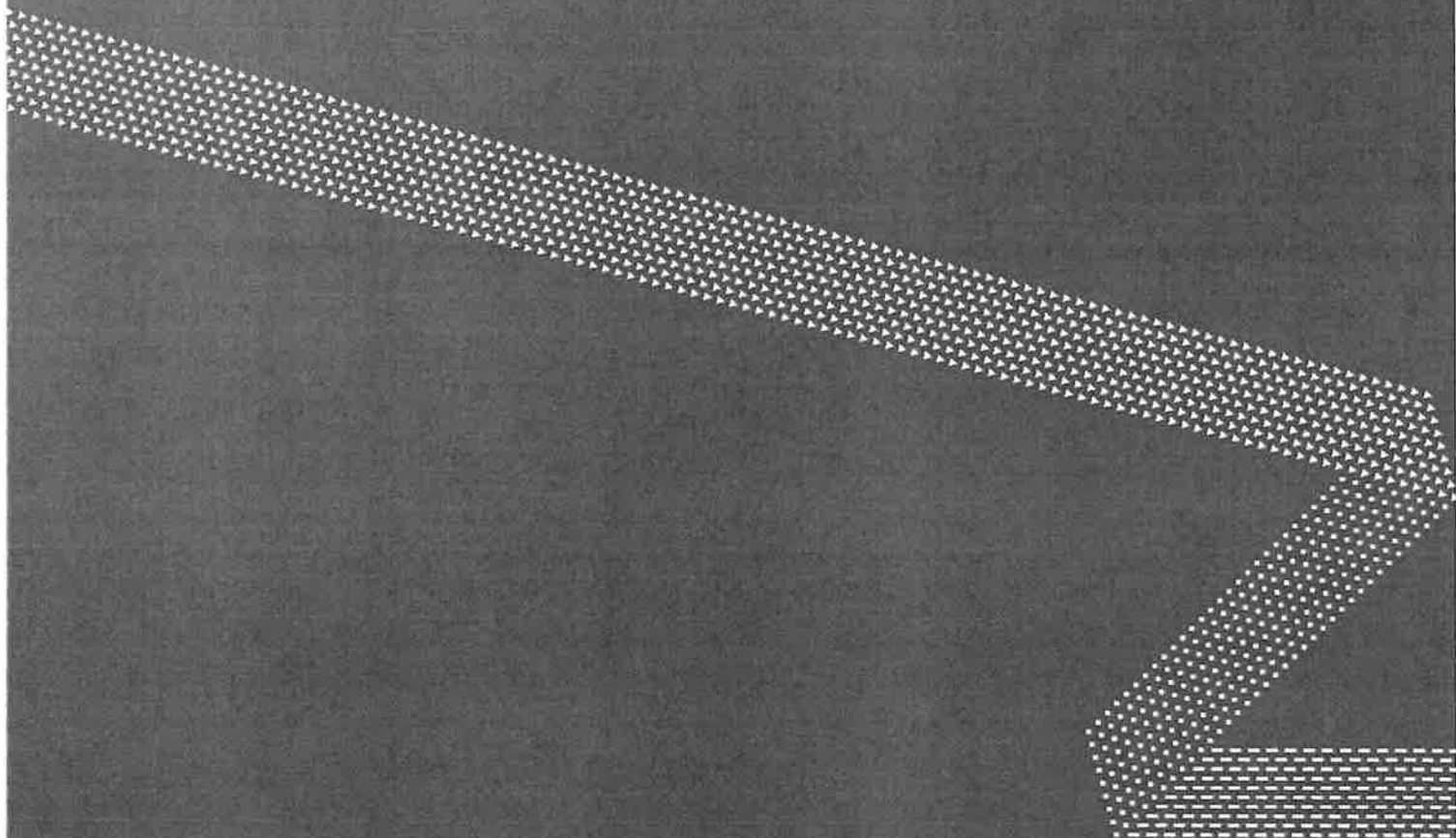
If you're working near your home's gas pipes stay safe and view APA's video guide **'Working Safely Near Gas Lines: A DIY Homeowner's Guide'** which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email damageprevention@apa.com.au



Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets



APA
Australia's energy
infrastructure partner

This content was uploaded by City of Gold Coast in response to your Before You Dig enquiry.

Uploaded

18 Aug 2025 12:24:54pm

Attention: **Soft Reg**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **50939338**

Sequence Number: **259692714**

Dig Site Location: **1/38A MIDDLE STREET LABRADOR QLD 4215**

According to our records, your enquiry with the following details **impacts our infrastructure**. Please ensure that you read the attached documents, it contains important information including essential steps that must be undertaken prior to commencing construction activities.

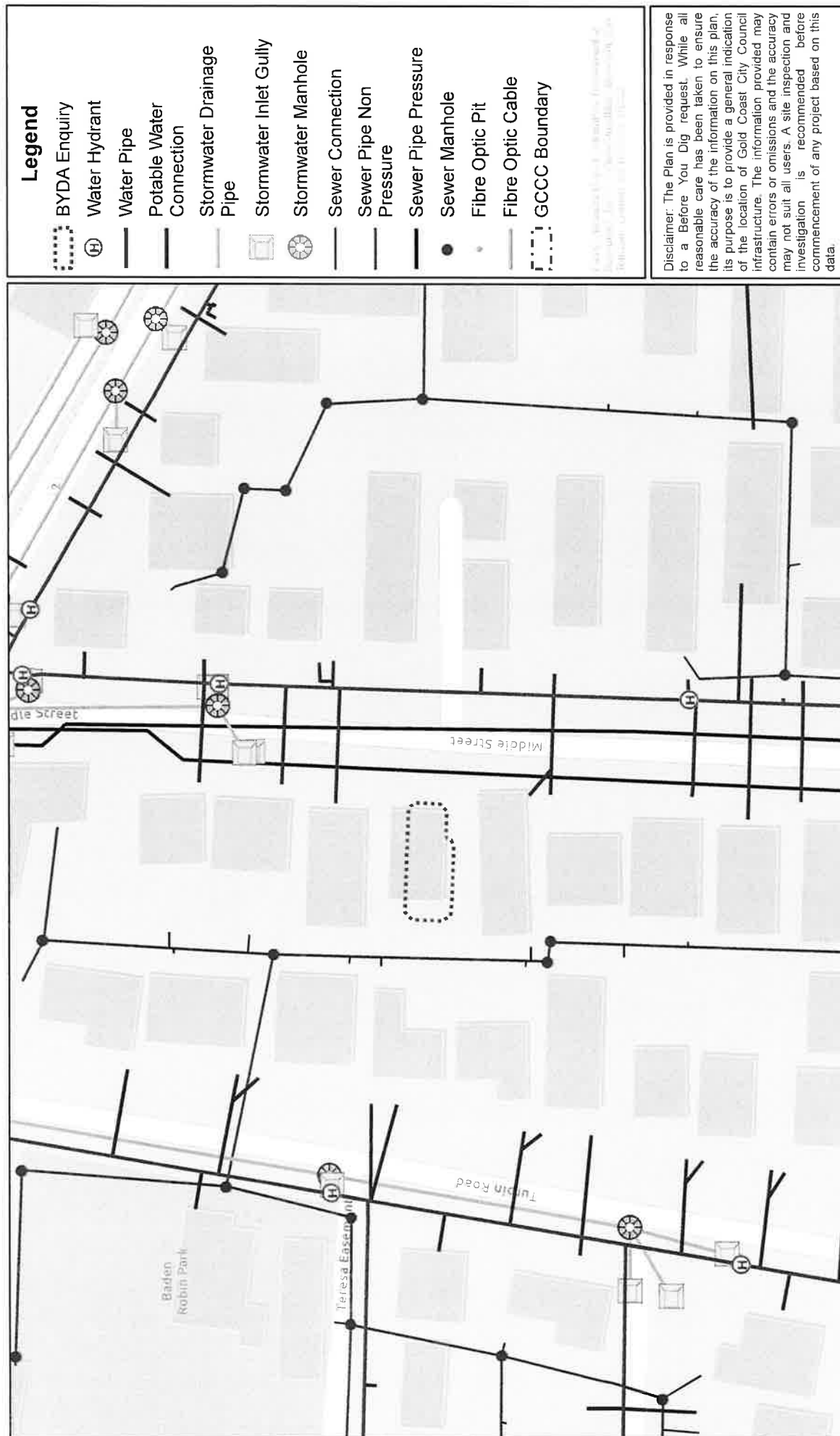
This enquiry is valid for **30 days** from the enquiry date.

If you require further information or assistance with interpretation of plans, please contact **City of Gold Coast** on **1300 465 326**.

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

For more detailed information visit the [City of Gold Coast External Data Portal](#).

Provided by City of Gold Coast



In an emergency contact City of Gold Coast on 1300 465 326

18/08/25 (valid for 30 days)

Plans generated by SmarterWX™ Automate

This content was sent by email from Telstra QLD South East in response to your Before You Dig enquiry.

Original subject DBYD JOB: 50939338 SEQ: 259692716 - 1/38A MIDDLE STREET, LABRADOR
QLD 4215

Original sender TAMS@dominoapp.in.telstra.com.au

Received 18 Aug 2025 12:28:26pm AEST

Attention: Soft Reg

Site Location: 1/38A MIDDLE STREET, LABRADOR, QLD 4215

Your Job Reference: ITJOB|170547983

Please do not reply to this email, this is an automated message -

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

Please refer to all enclosed attachments for more information.

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

Report Damage to Telstra Equipment: [Report damages to Telstra equipment - Telstra](#)

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities.

WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.

Phone 1800 653 935 for further assistance.

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

WARNING:

Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST**

PRACTISE GUIDES and The five Ps of safe excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.

- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: *Telstra Duty of Care v32.0c.pdf*)

(See attached file: *Telstra Map Legend 4.0b.pdf*)

(See attached file: AccreditedPlantLocators 2025-01-08a.pdf)

(See attached file: 259692716.pdf)



Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the **BYDA's Best Practices and 5 Ps of Safe Excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



Disclaimer and legal details

*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect Telstra's network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

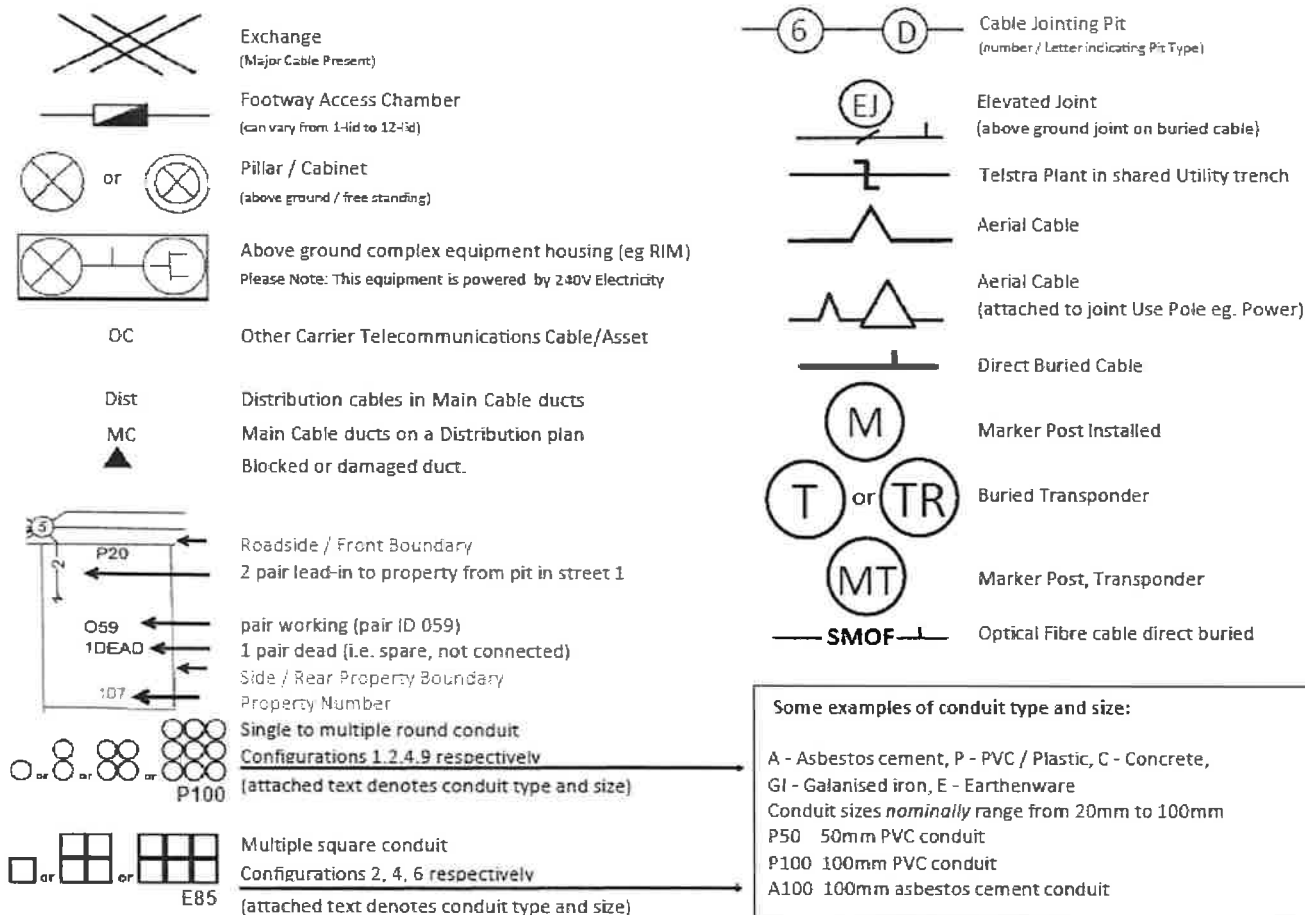
WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK. A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).



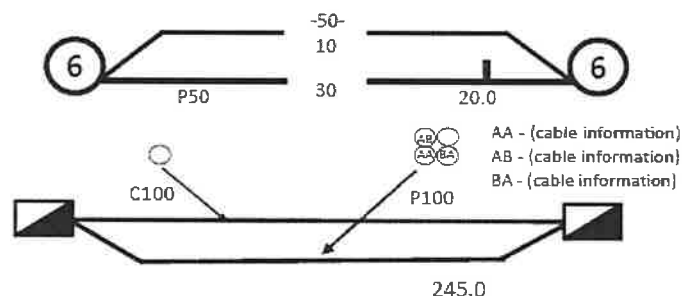
LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete,
GI - Galvanised iron, E - Earthenware
Conduit sizes *nominally* range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a **CERTLOC Certified Locating Organisation (CLO)** or
Telstra Location Intelligence Team 1800 653 935



General Information

Before you Dig Australia – BEST PRACTISE GUIDES

The five Ps of safe excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.

Dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)

Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files. (Windows PC)



PDF Map Files (max size A3)

Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com
1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

If you receive a message asking for a phone or account number say:

“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).

NetworkIntegrity@team.telstra.com

<https://www.telstra.com.au/consumer-advice/digging-construction>



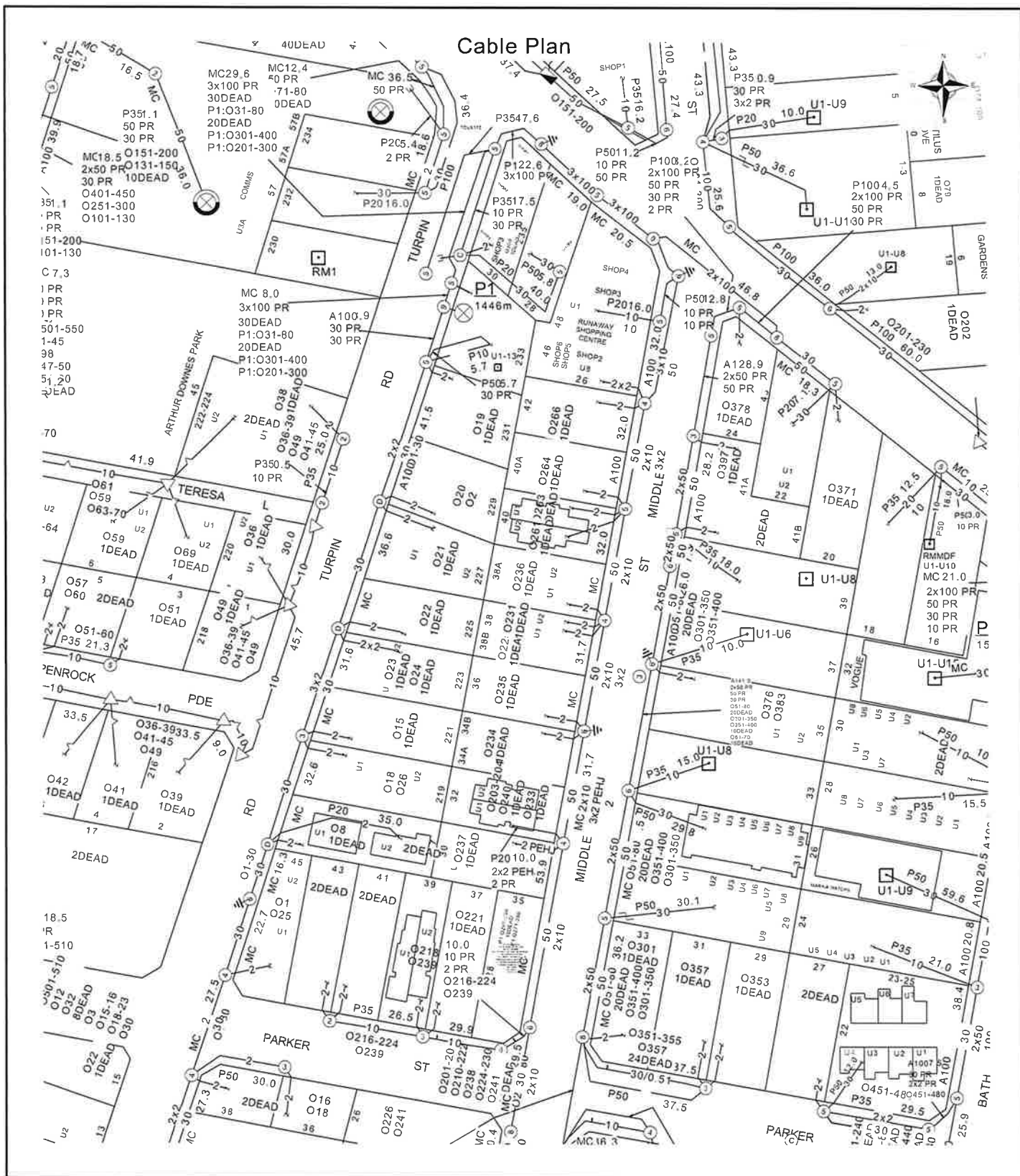
Telstra Aerial Assets Group (overhead network)
1800 047 909



CERTLOC Certified Locating Organisation (CLO)

certloc.com.au/locators/

Only Telstra authorised personnel and CERTLOC Locators can access Telstra’s Pit and Pipe Network.



Report Damage: [https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-](https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra)
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 18/08/2025 12:26:49

Sequence Number: 259692716

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

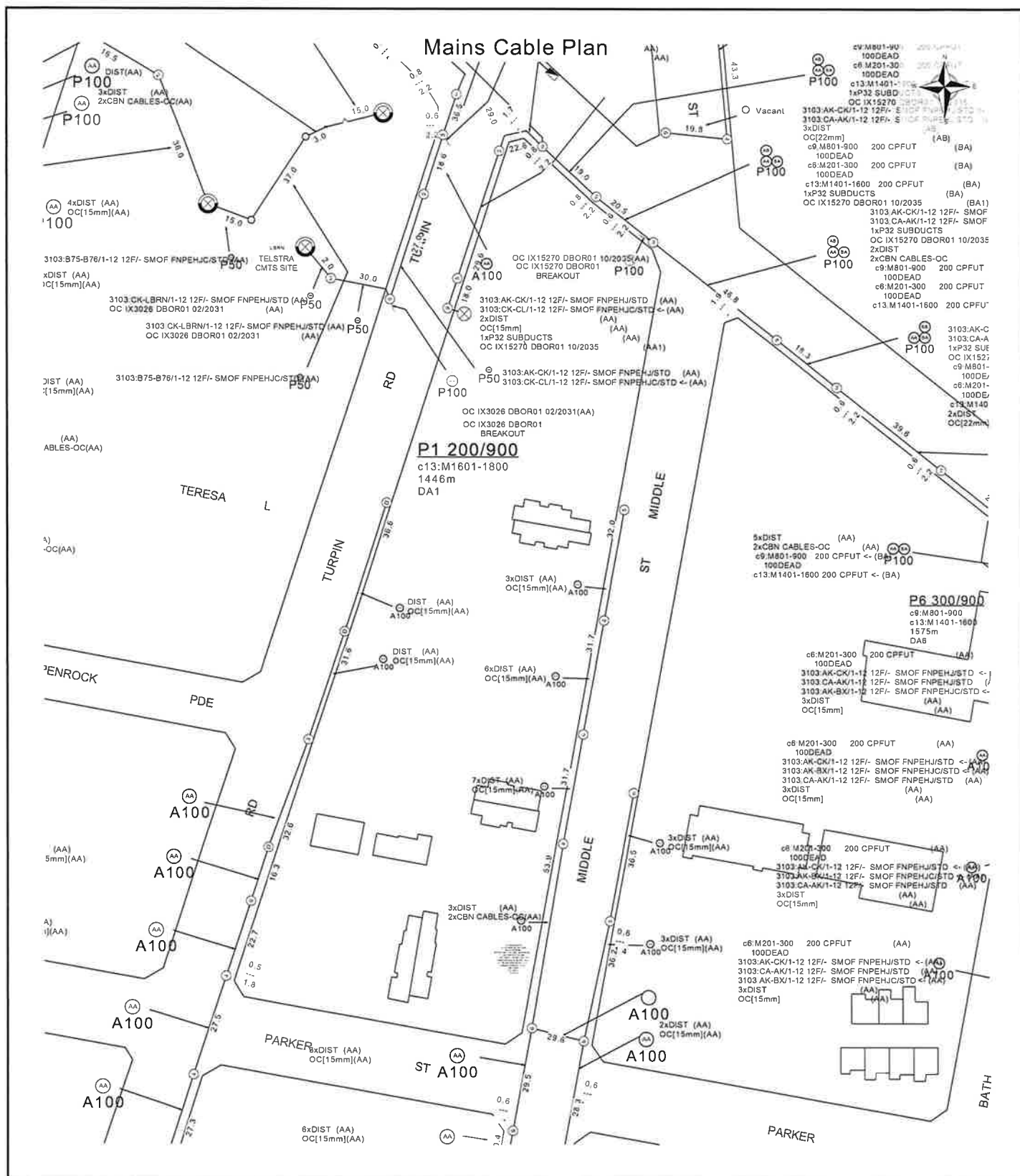
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing the assets. Telstra does not warrant or hold out that its place are accurate and accepts no responsibility for any inaccuracies.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 18/08/2025 12:27:03

Sequence Number: 259692716

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

See the Steps- Telstra Duty of Care that was provided in the email response.

This content was sent by email from Energex QLD in response to your Before You Dig enquiry.

Original subject Energex - BYDA Sequence No: 259692715 Job No: 50939338 - 1/38A MIDDLE STREET, LABRADOR

Original sender EnergyQLD@ticketaccess.pges.com.au

Received 18 Aug 2025 12:49:05pm AEST

No Assets Recorded Before You Dig Australia (BYDA) Request

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Our search has revealed within the nominated search area, ENERGEX does not have any Assets recorded.

A detailed plan has not been provided.

You:	BYDA Enquiry No:
Soft Reg	259692715
Company:	Date of Response:
Not Supplied	18 Aug 2025
Search Location:	Period of Plan Validity:
1/38A MIDDLE STREET LABRADOR, QLD 4215	4 Weeks
External Comments (if any):	
59680 450673 [Contact:]	

WARNING: When working in the vicinity of Energex Assets You have a legal Duty of Care that must be observed.

It is important that You note:

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ENERGEX on **13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of Assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.

7. You are responsible for any damage to Assets caused by works pursuant to or in any way connected with this BYDA request.
8. In addition to Assets marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Networks (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. Independent underground cable locators can be found via the [Certified Locator website](#) with LV Cable (up to 1kV), HV Cable (1kV-<33kV) & HV cable (33kV and over) displayed.
10. The ENERGEX BYDA information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan should be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example conduits, cables, pits or cabinets.
15. Your work will need to comply with:
 - [Working near overhead and underground electric lines - Electrical safety code of practice 2020](#)
 - [Managing Electrical Risk in Workplace Electrical Safety Code of Practice \(2013\)](#)
 - [Excavation Work Code of Practice \(2021\)](#)

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**
Life threatening emergencies only triple zero (000) or **13 19 62**

To re-submit or change the nominated search area please visit [BYDA.com.au](#)

E: custserve@energex.com.au

E: byda@energyq.com.au ABN: 40 078 849 055



Disclaimer: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#).

PelicanCorp

Compiled with TicketAccess by PelicanCorp





Sequence: 259692715
Date: 18/08/2025
Scale: 1:500
Tile No: OVERVIEW

LEGEND



AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Enbridge nor Petkan Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

ENTRIGA provides details of the ENTRIGA electrical services, the variables they affect and the responsibility of ENTRIGA for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

Plans generated 18 Aug 2025 by PalcanCorp TicketAccess Software | www.palcanCorp.com



Responsibilities – (When Working in the Vicinity of Energex Assets)

Extreme care must be taken during non-mechanical or mechanical excavation as damage to Energex Assets can lead to injury or death of workers or members of the public. Assets include underground cables, conduits and other associated underground Asset used for controlling, generating, supplying, transforming or transmitting electricity.

In accordance with the Electrical Safety Act 2002, a Person Conducting a Business or Undertaking (PCBU) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

- a) ensuring that all Assets used in the conduct of the person's business or undertaking are electrically safe;
- b) if the person's business or undertaking includes the performance of electrical work, ensuring the electrical safety of all persons and property likely to be affected by the electrical work; and
- c) if the person's business or undertaking includes the performance of work, whether or not electrical work, involving contact with, or being near to, exposed parts, ensuring persons performing the work are electrically safe.

In addition, a PCBU at a workplace must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line.

Workers and other persons must also take reasonable care for their own and other person's electrical safety. This includes complying, so far as is reasonably able, with any reasonable instructions given by Energex to ensure compliance with the Electrical Safety Act 2002

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energex.com.au

ABN: 40 078 849 055



The following matters must be considered when working near Energex Assets:

The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the Electrical Safety Regulation 2013)

1. It is the responsibility of the architect, consulting engineer, developer and head contractor in the project planning stages to design for minimal impact and protection of Energex Assets.
2. It is the constructor's responsibility to:
 - a) Anticipate and request plans of Energex Assets for a location at a reasonable time before construction begins.
 - b) Visually locate Energex Assets by hand or vacuum excavation where construction activities may damage or interfere with Energex Assets.
 - c) notify Energex if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Energex BYDA plans.
 - d) Read and understand all the information and disclaimers provided.

Note: A constructor may include but not limited to a PCBU, Designer, Project Manager, Installer, Contractor, Electrician, Builder, Engineer or a Civil Contractor

3. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:
 - a) Working near Assets – Electrical safety codes of practice 2020
 - b) Managing electrical risk in the workplace – [Managing Electrical Risks in the workplace Code of Practice 2021](#)
 - c) [Excavation work – Code of practice 2021](#)

IMPORTANT NOTES:

- As the alignment and boundaries of roadways with other properties (and roads within roadways) frequently change, the alignments and boundaries contained within Energex plans and maps will frequently differ from present alignments and boundaries "on the ground". Accordingly, in every case where it appears that alignments and boundaries have shifted, or new roadways have been added, the constructor should obtain confirmation of the actual position of Energex cables and pipelines under the roadways. In no case should the constructor rely on statements of third parties in relation to the position of Energex cables and pipelines. It is the applicant's responsibility to accurately locate all services as part of the design and/or prior to excavation.
- Energex does not provide information on private underground installations, including consumers' mains that may run from Energex mains onto private property. Assets located on private property are the responsibility of the owner for identification and location.
- Energex plans are circuit diagrams or pipe indication diagrams only and indicate the presence of Asset in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty; as such levels can change over time.
- All underground conduits are presumed to contain asbestos. Refer to the:
 - Electrical safety codes of practice 2020
 - Model Code of Practice: How to manage and control asbestos in the workplace | Safe Work Australia
 - [How to manage and control asbestos in the workplace code of practice 2021 \(Workplace Health and Safety Queensland \(WHSQ\)\)](#)
 - [How to safely remove asbestos code of practice 2021 \(WHSQ\)](#)
- Plans provided by Energex are not guaranteed to show the presence of above ground Assets.
- In addition to underground cables marked on attached plan there could be underground substation, underground earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from Energex mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [ss 304, 305] Excavation work— underground essential services information under the [Work Health and Safety Regulation 2011](#) , Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information & providing this information to persons engaged to carry out the excavation work. For further information please refer to: - <http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf>
- Energex plans are designed to be printed in colour and as an A3 Landscape orientation.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energex.com.au

ABN: 40 078 849 055



Conditions – (When Working in the Vicinity of Energex Assets)

Records:

The first step before any excavation commences is to obtain records of Energex Assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by Energex must be made available to all construction groups on site. Where Asset information is transferred to plans for the proposed work, care must be exercised to ensure that important detail is not lost in the process.

Plans and or details provided by Energex are current for four weeks from the date of dispatch and should be disposed of by shredding or any other secure disposal method after use. A new BYDA enquiry must be made for proposed works/activities to be undertaken outside of the four-week period.

Energex retains copyright of all plans and details provided in connection with Your request.

Energex plans or other details are provided for the use of the applicant, its servants, or agents, and shall not be used for any unauthorised purpose.

On receipt of BYDA plans and before commencing excavation work or similar activities near Energex's Assets check to see that it relates to the area You have requested and carefully locate this Asset first to avoid damage. If You are unclear about any information contained in the plan, You must contact Energex on the General Enquiries number listed below for further advice.

Energex, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Energex against any claim or demand for any such loss or damage.

The contractor is responsible for all Asset damages when works commence prior to obtaining Energex plans, or failure to follow agreed instructions, or failure to demonstrate all reasonable measures were taken to prevent the damage once plans were received from Energex.

Energex reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its Assets, or other property.

NOTE: Where Your proposed work location contains Energex 33kV or greater Underground cables please access the Energex BYDA website for more information.

Location of Assets:

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to them. The exact location of Assets likely to be affected shall be confirmed by use of an electronic cable and pipe locator followed by **careful hand or vacuum excavation to the level of cable protection cover strips or conduits**. When conducting locations, please be aware that **no** unauthorised access is permitted to Energex Assets– including Pits, Low Voltage Disconnection Boxes, Low Voltage Pillars or High Voltage Link Boxes.

Hand or vacuum excavation must be used in advance of excavators. In any case, where any doubt exists with respect to interpretation of cable records, You must contact Energex on the General Enquires number listed below for further advice.

If the constructor is unable to locate Energex underground Assets within 5 metres of nominal plan locations, they must contact the Energex General Enquires number listed below for further advice.

If unknown cables or conduits (i.e. not shown on issued BYDA plans) are located during excavation:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

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Asset Installation Methods:

Energex Assets are installed with a variety of protection devices including:

1. Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
2. Concrete or PVC cover slabs
3. PVC, A/C or fibro conduit, fibre reinforced concrete, iron or steel pipe
4. Concrete encased PVC or steel pipe
5. Thin plastic marker tape
6. Large pipes housing multiple ducts
7. Multiple duct systems, including earthenware or concrete 2, 4, and 6-way ducts and shamrocks

Note: Some Assets are known to be buried without covers and may change depth or alignment along the route.

Excavating Near Assets:

For all work within 2.5 m of nominal location, the constructor is required to hand or vacuum excavate (pothole) and expose the Asset, hence proving its exact location before work can commence.

Cable protection cover strips shall not be disturbed. Excavation below these cover strips, or into the surrounding backfill material is not permitted.

Excavating Parallel to Assets:

If construction work is parallel to Energex cables, then hand or vacuum excavation (potholing) at least every 4m is required to establish the location of all cables, hence confirming nominal locations before work can commence. *Generally, there is no restriction to excavations parallel to Energex cables to a depth not exceeding that of the cable. Note: Cable depths & alignment may change suddenly.*

Separation from Assets:

Any service(s) must be located at the minimum separation as per the tables below:

Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Energex Assets

(Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	250	100	500	*1000	500	1000	500
HV		300					
*Contact Energex/council to obtain specific separation distances							

Table 2. Minimum Separation Requirements for Underground Services Crossing Energex Assets

(Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV & HV	100	100	300	300	100

Where the above table does not list a separation requirement for a particular underground service then 300mm shall be used.

Excavating Across Assets:

The standard clearance between services shall be maintained as set down in Table 2 above. If the width or depth of the excavation is such that the Asset will be exposed or unsupported, then Energex shall be contacted to determine whether the Assets should be taken out of service, or whether they need to be protected or supported. In no case shall an Asset cover be removed without approval. An Asset cover may only be removed under the supervision of an Energex authorised representative. Protective cover strips when removed must be replaced under Energex supervision. Under no circumstances shall they be omitted to allow separation between Energex Assets and other services.

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Heavy Machinery Operation Over Assets:

Where heavy "Crawler" or "Vibration" type machinery is operated over the top of Assets, a minimum cover of 450 mm to the cable protective cover mains must be maintained using load bearing protection whilst the machinery is in operation. For sensitive cables (i.e. 33 and 110kV fluid and gas filled cables), there may be additional constraints placed on vibration and settlement by Energex.

Directional Boring Near Assets:

When boring parallel to Assets, it is essential that trial holes are carefully hand or vacuum excavated at regular intervals to prove the actual location of the Asset before using boring machinery. Where it is required to bore across the line of Assets, the actual location of the Asset shall first be proven by hand or vacuum excavation. A trench shall be excavated 1m from the side of the Asset where the auger will approach to ensure a minimum clearance of 500mm above and below all LV, 11kV, 33kV & 110/132kV Asset shall be maintained.

Explosives:

Explosives must not be used within 10 metres of Assets, unless an engineering report is provided indicating that no damage will be sustained. Clearances should be obtained from Energex's Planning Engineer for use of explosives in the vicinity of Energex cables.

Damage Reporting:

All damage to Assets must be reported no matter how insignificant the damage appears to be. Even very minor damage to Asset protective coverings can lead to eventual failure of Assets through corrosion of metal sheaths and moisture ingress.

If any Damaged Asset is found:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

Solutions and Assistance:

If Asset location plans or visual location of Asset by hand or vacuum excavation reveals that the location of Energex Asset is situated wholly or partly where the developer or constructor plans to work, then Energex shall be contacted to assist with Your development of possible engineering solutions.

If Energex relocation or protection works are part of the agreed solution, then payment to Energex for the cost of this work shall be the responsibility of the, PCBU, principal developer or constructor. Energex will provide an estimated quotation for work on receipt of the PCBU's, developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide Energex with a written Safe Work Method Statement for all works in the vicinity of or involving Energex Assets. This Safe Work Method Statement should form part of the tendering documentation and work instruction. Refer Interactive Tool on Safe Work Australia site: Interactive SWMS guidance tool - Overview (safeworkaustralia.gov.au)

Vacuum Excavations (Hydro Vac)

When operating hydro vac equipment to excavate in vicinity of Assets fitted with:

- Nonconductive (neoprene rubber or equivalent) vacuum (suction) hose
- Oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 Pound force per Square Inch (PSI).

Maintain a minimum distance of 200mm between end of pressure wand and underground electrical Assets. DO NOT insert the pressure wand jet directly into subsoil.

Ensure pressure wand is not directly aimed at underground electrical Assets (cables/conduits).

Safety Notices (Underground Work)

It is recommended that You obtain a written Safety Advice from Energex when working close to Energex Assets. For Safety Advice please contact custserve@energex.com.au

Further information on Working Safely around Energex Assets: Working near powerlines | Energex

Thank You for Your interest in maintaining a safe and secure Electricity Distribution network. Energex welcomes Your feedback on this document via email to byda@energex.com.au

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Scan to provide feedback

ELECTRICITY ENTITY REQUIREMENTS - WORKING NEAR OVERHEAD AND UNDERGROUND ELECTRIC LINES



Purpose: This instruction describes Electricity Entity requirements for working or operating plant near any Electricity Entity Overhead or Underground electric lines. Scope: This instruction applies to anyone who may be contemplating working or operating plant near any Electricity Entity Overhead or Underground electric lines.	
Person responsible for ensuring compliance with this Work Practice:	All EQL employees have responsibility to comply with listed controls.
Measures in place to ensure compliance with the Work Practice:	Team Leaders must provide appropriate supervision and / or assurance in addition to formal assurance activities performed by EQL.
Person(s) responsible for reviewing the Work Practice:	Prior to any task listed on this Work Practice being performed, the contents must be understood by all workers exposed to the hazard on site. (i.e. using HazChat).
Work Practice control and guidance to be reviewed:	All controls for this task must be verified, monitored, and maintained by crews for the duration of works.
Key tools and equipment: N/A	
Note: Prior to works commencing the contents of supporting Work Practices must be understood. If at any time the control or procedural guidance in this Work Practice cannot be applied or are not suitable, work must cease, and advice must be sought from your leader or a Technical SME before proceeding. Work Practices may be provided as a means of sharing hazard and control information to EQL contractors. But it is the responsibility of the contractor to provide their own safe system of work (including, consultation, training, instruction, and supervision to reduce risk SFAIRP)	

Table of Contents

PROCEDURE / INSTRUCTIONS

1. ABOUT THIS GUIDE

This guide to working near the Electricity Entity network is designed to assist any person working, contemplating work or operating plant near any Electricity Entity overhead or underground electric lines to meet their duties under the Work Health and Safety Act 2011, Electrical Safety Act 2002, Electrical Safety Regulation 2013 and relevant Codes of Practice including Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines and help to identify the steps needed to ensure risks are minimised for all who work or are likely to be affected by the work in these situations.

"The Electrical Code of Practice 2020 Working Near Overhead and Under Ground Electric Lines" provides practical advice on ways to manage electrical risk when working near electric lines including the exclusion zones that apply. An electronic copy of this Code of Practice as well as, Electrical Safety Act and Regulation is available at the Queensland Government Electrical Safety Office web site at <https://www.worksafe.qld.gov.au/electricalsafety>. You should obtain a copy and read this material, to enable you to fully understand your obligations, and prospective means of complying with them.

1.1. Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to?

A person, worker or Person Conducting a Business or Undertaking (PCBU) at a workplace is required to comply with the requirements of Electrical Safety Regulation 2013 Part 5 Overhead and Underground Electric Lines and Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines to ensure that no person, plant or thing comes within an unsafe distance (exclusion zone) of an overhead electric line. Compliance with these regulatory requirements is essential to reduce the risk of electric shock and contact with Electricity Entity electric lines and other assets which can have deadly consequences.

Examples of work activities where risk of person, plant or equipment coming near or into contact with overhead electric lines include but are not limited to:

- Pruning or felling trees or vegetation near overhead electric lines, including the service wire into a building.
- Carrying out building work, scaffolding or demolition adjacent to overhead electric lines.
- Painting fascia, replacing roofing, guttering or external cladding near service line point of entry to a building.
- Operating cranes, tip trucks, cane harvesters, elevated work platforms, fork lifts, grain augers, excavators, irrigators, etc near OH electric lines.
- Erecting or maintaining advertising signs or billboards near overhead electric lines.
- Dam or levee bank construction.

Examples of work activities that could involve risk of damage to underground cables or earthing systems include but are not limited to:

- Digging holes, excavating, sawing, trenching, under boring, sinking bore holes, earthworks or laying cables, pipes, etc or driving implements into the ground (e.g. star pickets, fence posts) near where underground cables or earthing systems may be located.

1.2. Are you working or planning to work near overhead or underground electric lines?

Electrical Safety Regulation Section 68 requires that before carrying out any work at a workplace where there is a risk of any person, plant or thing encroaching the exclusion zone of overhead electric lines, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise electrical safety risks to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines detail the Exclusion Zones that must be maintained.

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1.2.1 Work near overhead electric lines

Where a risk assessment has been conducted and control measures implemented in accordance with requirement of Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements (this document) and it has identified that exclusion zones from overhead electric lines cannot be maintained, the person, worker or PCBU is then required to contact Electricity Entity and request written Safety Advice (refer Section 1.3 below).

The person, worker or PCBU shall be required to maintain exclusion zones until such times as the Electricity Entity has provided written Safety Advice. A person, worker or PCBU would not be required to contact the Electricity Entity and request a written Safety Advice where their risk assessment and implemented control measures ensure that exclusion zones from overhead electric lines will be maintained throughout performance of work to be undertaken at a particular site.

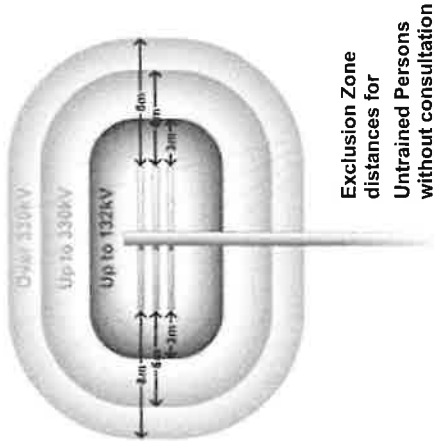
1.2.2 Exclusion Zones

An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

Exclusion zones keep people, operating plant and vehicles a safe distance from energised overhead lines.

You must keep yourself and anything associated with the work activity out of the exclusion zone (e.g. a safe distance) unless it is not reasonably practicable to do so; and the person conducting a business or undertaking complies with the requirements of Section 68(2) of the Electrical Safety Regulation in relation to:

- conducting a risk assessment.
- implementing control measures
- adhering to any requirements of an Electricity Entity responsible for the line.



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Exclusion Zone – Untrained Person (distances in mm)

Nominal phase to phase voltage of electric line	Untrained Person		
	Person	Operating Plant	Operating Vehicles
Insulated LV: Consultation with and verified by AP (Electrical)	No exclusion zone prescribed	1000	300
LV with NO consultation with Electricity Entity	3000	3000	600
LV With consultation with Electricity Entity	1000		
>LV up to 33 kV with NO consultation with Electricity Entity	3000		
LV up to 33 kV with consultation with Electricity Entity	2000		
>33 kV up to 132 kV	3000	6000	2100
>132 kV up to 220 kV	4500		2900
>220 kV up to 275 kV	5000		

Information extracted from Electrical Safety Regulation 2013 Schedule 2

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Exclusion Zone – Instructed Person and Authorised Person (distances in mm)

Nominal phase to phase Voltage of electric line	Instructed Person (IP) & Authorised Person (AP)		
	AP and IP	Operating Plant with Safety Observer or another Safe System of work	Operating of Vehicles
Insulated LV: Consultation with and verified by AP (Electrical)	No exclusion zone prescribed	No exclusion zone prescribed	No exclusion zone prescribed
LV	No exclusion zone prescribed	1000	600
>LV up to 33 kV	700	1200	700
>33 kV up to 50 kV	750	1300	750
>50 kV up to 66 kV	1000	1400	1000
>66 kV up to 110 kV		1800	
>110 up to 132	1200		1200

Information extracted from Electrical Safety Regulation 2013 Schedule 2

1.2.3 Work near underground electrical lines (underground electrical assets)

Before carrying out any earthworks at a location, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise the risk of damaging identified or unidentified underground electrical assets and to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements detail the requirement for work near underground electric lines.

There is no exclusion zone applicable for underground electrical assets – conduits, cables (unless cable is damaged, or conductors or terminations have been exposed) therefore there is **no requirement for a written Safety Advice** to be requested by a person, worker or PCBU, or issued by an electricity entity for work at a site that only involves identified or unidentified underground electrical assets (e.g. does not involve overhead electric lines or other exposed live parts within the work location).

1.3. Obtaining Safety Advice

To obtain written Safety Advice where identified as being required in Section 1.2.1 above, complete and return (by fax or email) the applicable Safety Advice Request Form which is accessible via the electricity entity website link on page 9:

- Energex Form - Application for Safety Advice – Working near Energex exposed live parts
- Ergon Energy Safety Advice Request Form

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On receipt, the Electricity Entity will contact the Applicant to advise date and time to meet at site to provide written Safety Advice. It is advisable to bring to the meeting your copy of the Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines (and Before You Dig Australia Plan for location of underground assets where required), as reference to this will be necessary during the meeting. Written Safety Advice and/or other control measures provided by the Electricity Entity may incur a fee.

Failure to adhere to the Electrical Safety Regulation Section 68 requirements and mandatory control measures as documented on written Safety Advice as issued will result in written non-compliance advice being sent to the Electrical Safety Office.

Where this work is required to occur on a regular basis at a workplace, the PCBU may consider arranging to have one or more employees trained and subsequently accredited with the Electricity Entity as Authorised Persons.

1.4. Authorised Person and how to become one?

Under the Electrical Safety Regulation 2013, the exclusion zones for working near or operating plant or vehicles near exposed, low voltage or high voltage electric lines vary depending on whether a person is classed as an "Untrained Person", "Authorised Person" or "Instructed Person". An Authorised Person is permitted to carry out work closer to the electric lines than an Untrained Person (refer Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines Appendix B Exclusion Zones for Overhead Electric Lines).

To become an Authorised Person, the employer / self-employed person must first satisfy the "person in control" of the electric line, in this case the Electricity Entity, that their Applicants possess the required competencies. They must then apply in writing to Electricity Entity for approval.

Removal or replacement of LV service fuse to permit work on consumers' mains, installation switchboard, consumer's terminals or eliminate an exclusion that would exist requires the Electrical Mechanic to hold a current Queensland Electrical Mechanic Licence and perform the work in accordance with their documented safe system of work.

NOTE: It is not permissible to replace a blown LV service fuse(s) after loss of supply to consumer's installation or to alter Electricity Entity LV aerial services.

1.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries

By phone

- call Electricity Entity on General Enquiries phone number (refer page 3).

By email

- **Energex:** custserve@energex.com.au or authorisedperson@energex.com.au
- **Ergon Energy:** safetyadvice@ergon.com.au

Website

- **Energex:** <https://www.energex.com.au/home/safety/working-near-powerlines>
- **Ergon Energy:** <https://www.ergon.com.au/network/safety/business-safety/the-outdoor-workplace/working-near-powerlines>

PROCEDURE / INSTRUCTIONS

2. OVERHEAD ELECTRIC LINES

The following table sets out preparatory work options that may be required to be performed by the Electricity Entity (or electrical contractor where identified as being permitted who is an Authorised Person - Electrical) to assist a person, worker or PCBU in minimising the electrical safety risks of, encroaching within the exclusion zone or contact with electric lines.

Category of work		Description		Costing arrangement
Safety Advice	Base information	Provide Safety Advice		Nil cost to customer
LV Service isolation	1. Isolation carried out by customer's electrical contractor	Isolation of overhead or underground service by removal of the service fuse(s). (Preferred option to isolate supply and eliminate the exclusion zone).		No involvement by the Electricity Entity. May be a cost charged by the customer's electrical contractor.
	2. Isolation carried out by Electricity Entity	Customer requested isolation of overhead or underground service by removal of the service fuse(s); or Customer requested physical disconnection and reconnection of overhead or underground service.		Cost to customer.
Insulation integrity verification	3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted	Verification of insulation integrity to classify as insulated service – Insulation integrity can only be verified at the time of inspection – visual inspection is required before confirmation in all cases. When service insulation integrity verified - no exclusion zone prescribed e.g. no contact permitted.		Cost to customer.
Service replacement	4. Open wire service, service fuse(s) at house/building	Replacement of service with new XLPE service cable and service fuse(s) installed at origin (pole end) of service to allow isolation of service. Insulation integrity can be verified for new XLPE services at the time of installation – visual inspection is required before confirmation.		Nil cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
		Service installations where: a. the consumer's mains cannot be insulated and an exclusion zone must be maintained, and b. the service cannot be isolated at the service fuse. Service to be isolated by breaking the service cable connection to the LV mains at the pole. Service fuse(s) to be installed at origin (pole end) of service prior to reconnection.		Nil cost to customer for first disconnection and reconnection. Cost to customer for subsequent requests.

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Category of work	Description	Costing arrangement
5. All other service replacements	Customer requested replacement of existing service with new XLPE service cable to classify as insulated service, in lieu of isolation, to allow work close (no exclusion zone prescribed e.g. no contact permitted). Service fuse(s) to be installed at origin (pole end) of service.	Cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
Tiger Tails	6. Installation of Tiger Tails (for visual indication only – not for providing electrical insulation of LV mains)	Cost to customer.
Aerial Markers	7. Installation of aerial marker flags or balls (for visual indication only)	Cost to customer.
Switching	8. Customer requested switching	Cost to customer.

2.1. Isolation of supply to customer installation to eliminate exclusion zone around LV service line

An Electrical Mechanic (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity as an Authorised Person (Electrical) is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and/or switchboard. Isolation of the customer's LV service line by an Authorised Person (Electrical) is only permitted at an underground service pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with Electricity Industry practices e.g. from ground level using appropriate insulated tools, PPE and insulating mats. In those situations where the service fuse/circuit breaker is not located at supply end of the LV service, contact the Electricity Entity to arrange for Safety Advice where elimination of exclusion zone around LV service line is required.

Any controls used by the Authorised Person (Electrical) to identify and confirm isolation and ensure supply to the customer's installation is not inadvertently re-energised shall comply with Electrical Safety Regulation 2013 Section 14 and 15 requirements.

NOTE:

The Authorised Person (Electrical) will not be permitted to replace a blown LV service fuse(s) after loss of supply to a customer's installation or to alter the Electricity Entity overhead LV services. The low voltage pole top service fuse shall only be removed by use of an approved, in test, insulated telescopic pole device while standing at ground level and wearing class 00 insulating gloves. At no time is it permissible for an Authorised Person (Electrical) to climb or work aloft on the Electricity Entity's poles or assets unless approved by the Electricity Entity.

2.2. Operating Plant

It can be extremely difficult for operating plant operators to see overhead lines and to judge distances from them. Contact with overhead lines can pose a risk of grounding live conductors and electrocution. In many cases the likelihood of damage or injury can be reduced by setting up and operating the machinery well clear of overhead electric lines.

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In situations where operating plant is operated by an Authorised Person or Instructed Person without a Safety Observer or another safe system, the exclusion zone requirements (refer Section 1) for an Untrained Person applies (refer Electrical Safety Regulation 2013 Schedule 2 or Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines).

For an Authorised or Instructed Person and their Operating Plant to approach overhead electric lines closer than the exclusion zone distances for an Untrained Person, a Safety Observer or another safe system shall be used. Refer to the Electrical Safety Regulation 2013 and the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines for exclusion zone distances for Authorised and Instructed Persons operating plant with a Safety Observer or another safe system.

Where a Safety Observer is used, the Safety Observer shall:

- Be trained to perform the role.
- Not be required to carry out any other duties at the time, and
- Not be required to observe more than one item of plant operating at a time, and
- Attend all times when the item of plant is operating.

Other control measures for operating plant may include, but are not restricted to:

- Constructing physical barriers or height warning indicators either side of the overhead electric line that are lower than the maximum travel height permissible without encroaching within the exclusion zone of the overhead electric line.
- Applying appropriate signage at least 8 to 10 m either side of overhead electric lines.
- Arrange for visual indicators such as Tiger Tails or aerial markers to fitted to the overhead electric lines – only erected by the Electricity Entity (tiger tails are only permitted on LV mains).
- Ground barriers, where appropriate.
- Informing workers of required work practices.
- Ensuring operators are aware of the height and reach of their machinery in both stowed and working positions.
- Lowering all machinery to the transport position when relocating.
- Providing workers with maps or diagrams showing the location of underground and overhead electric lines, and
- Where possible, directing work away from overhead electric lines not towards them.

2.3. Scaffolding Requirements

The following information provided is for guidance only and shall be read in conjunction with the Electrical Safety Regulation 2013, Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and AS/NZS 4576:1995: Guidelines for Scaffolding.

Requirements shall be complied with where scaffolding is required to be erected within 4 m of nearby overhead electric lines:

- The scaffolding shall not be erected before contacting and obtaining Safety Advice from the Electricity Entity.
- Erection of scaffolding to comply with requirements of AS/NZS 4576:1995: Guidelines for Scaffolding.

The scaffolding can be either:

- nonconductive material scaffolding; or



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- metallic scaffolding with solid nonconductive barriers (with no gaps, holes or cuts) securely fixed to the outside and/or top of the scaffolding to prevent encroachment within exclusion zones or contact with the energised mains.
- Where scaffolding is erected within 3 m of nearby overhead electric lines:
- It shall be fitted with fully enclosed non-conductive solid barriers to prevent encroachment within exclusion zones or contact with the energised mains fully enclosed.
- The person required to erect and/or disassemble scaffolding as well as the required solid barrier affixed to the scaffolding should be an Authorised Person (approved in writing by the Electricity Entity - refer requirements of Section 1.4 of this Reference).
- A Safety Observer shall be used during performance of this work where there is a risk of encroachment within 3 m of nearby energised overhead electric lines for voltages up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Alternatively, consideration should be given to the de-energisation of the nearby electric lines where possible for the duration of this work. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Comply with the horizontal and vertical statutory clearances from overhead electric lines as set out in Electrical Safety Regulation 2013 Schedule 4.
- Persons are not permitted to go outside of or climb on top of the solid barrier fixed on the outside and/or top of the scaffolding.

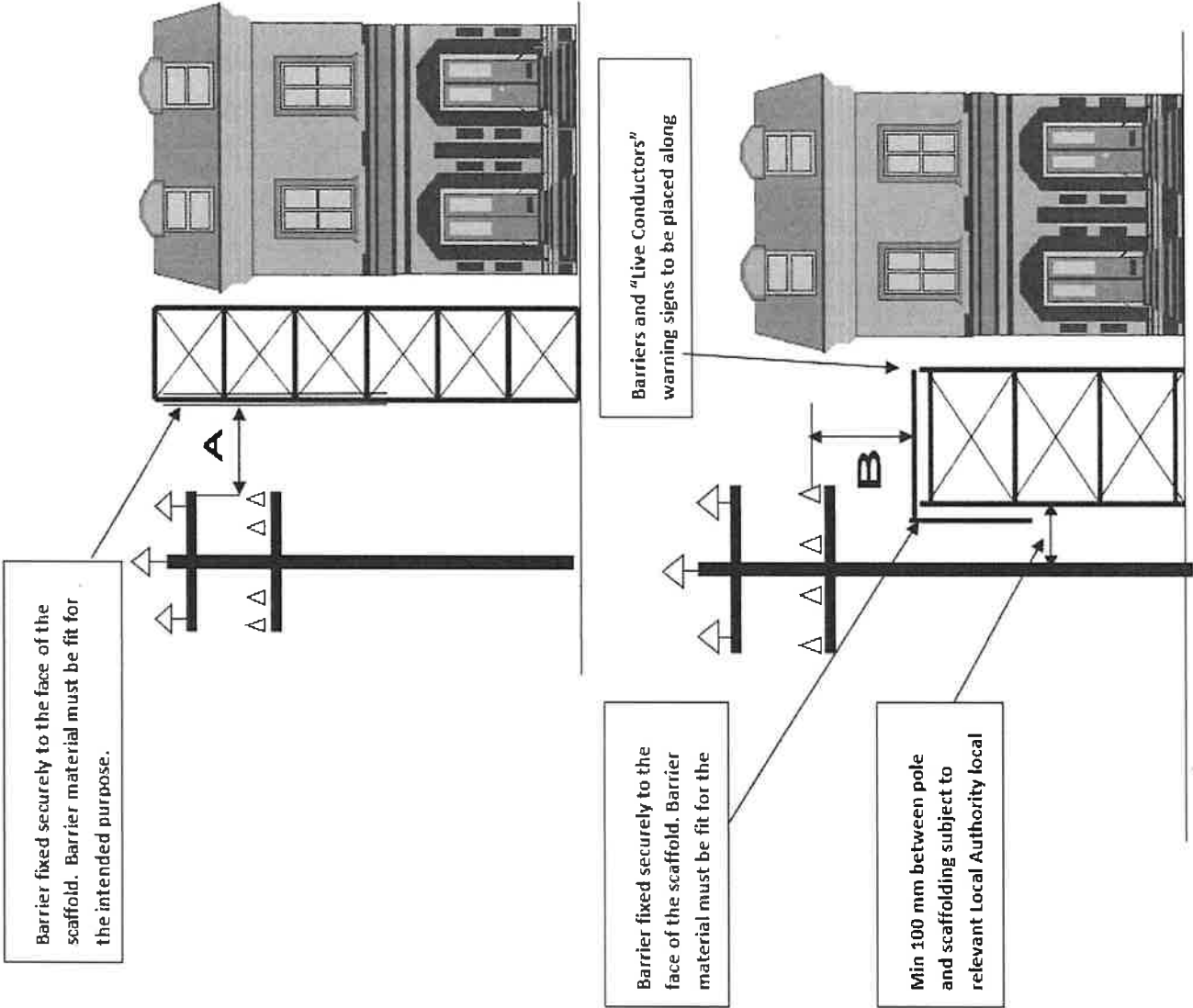
Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

Voltage Level	Horizontal Distance "A" (in metres)	Vertical Distance "B" (in metres)
Low voltage conductors (uninsulated)	1.5m	2.7m
Low voltage conductors (insulated) – these distances can only be applied after the integrity of the insulation has been verified by the Electricity Entity	0.3m	0.6m
Above LV and up to 33 kV (uninsulated)	1.5m	3.0m
Above LV and up to 33 kV (insulated)	Contact Electricity Entity for consultation.	
Above 33 kV (uninsulated)	Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.	

NOTE: Dimension's "A" and "B" is between the scaffolding and the closest conductor of the overhead electric line. Dimension B is also taken from the lowest part of the mid span sag adjacent to the scaffolding.

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2.4. High Load transport under Overhead Electric Lines

Any person or company transporting a High Load (load in excess of 4.6 m high) under overhead electric lines must comply with Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines is required to submit a Notification to Transport High Load form to the relevant Electricity Entity of the intended route and details of the high load involved. Before any person or company can transport a high load (load in excess of 4.6 m high), authorisation to travel must be received in writing from the Electricity Entity. Refer details below to contact the Electricity Entity for high load enquiries or to submit Notification to Transport High Load form:

Energex:

- Email: custiserve@energex.com.au
- Website: www.energex.com.au
- Phone: Energex Contact Centre on 13 12 53 (8am to 5:30pm, Monday to Friday)

Ergon Energy:

- Email: Highload2@ergon.com.au
- Website: www.ergon.com.au
- Phone: (07) 4932 7566 (8am to 4:30pm, Monday to Friday)

2.5. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near overhead electric lines are located on the following internet sites

Energex: <https://www.energex.com.au/home/safety/working-near-powerlines>

Ergon Energy: <https://www.ergon.com.au/network/safety/business-safety/the-outdoor-workplace/working-near-powerlines>

3. UNDERGROUND ELECTRICAL ASSETS

3.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets

Everyone has a legal "Duty of Care" that must be observed when working in the vicinity of underground electrical assets which includes underground cables, conduits and other associated underground equipment. When discharging this "Duty of Care" in relation to Electricity Entity underground electrical assets, the following points must be considered:

1. It is the responsibility of the architect, consulting Engineer, developer, and principal contractor in the project planning stages to design for minimal impact and protection of Electricity Entity underground electrical assets. The Electricity Entity will provide plans on request via BYDA showing the presence of the underground electrical assets to assist at this design stage.
2. It is the constructor's responsibility to:
 - a. Anticipate and request BYDA plans of Electricity Entity underground electrical assets for a particular location at a reasonable time before earthworks begins.
 - b. Visually locate Electricity Entity underground electrical assets by use of an electronic cable locator followed by careful non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity plant.

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- c. After completion of steps (a) and (b) above, if there is a risk of the Electricity Entity underground electrical assets being damaged or its structural integrity compromised by your planned earthworks activities, contact the Electricity Entity (General Enquiries phone number – refer page 3) for further advice.

A constructor may include but not limited to designer, project manager, installer, contractor, civil contractor.

3. The alignments and boundaries contained within BYDA plans and maps will sometimes differ from present alignments and boundaries "on the ground". Accordingly, in every case, the constructor should obtain confirmation of the actual position of Electricity Entity cables and pipelines under the roadways by non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity underground electrical assets. In no case should the constructor rely on statements of third parties in relation to the position of Electricity Entity underground electrical assets.

3.2. Conditions of Supply of Information

- Plans and details of Electricity Entity underground electrical assets provided by BYDA are only current for 4 weeks from the date of dispatch and should not be referred to after this period, if you go past this time, please re-apply to BYDA as underground services may have been updated.
- The Electricity Entity agrees to provide plans if an Electricity Entity underground electrical assets location request is made to Before You Dig Australia (BYDA) , online at <https://www.byda.com.au> or the free iPhone Application, only on the basis that at least 2 business day notice is given and the BYDA applicant agrees to the terms of this agreement.

Note that the Electricity Entity only provides information on underground electrical assets it owns. Contact the owner of any privately owned underground electrical assets for details of their assets located at site.

- The Electricity Entity retains copyright of all plans and details provided in connection to your request.
- BYDA plans or other details are provided for the use of the BYDA applicant, its servants, or agents, for the sole purpose of the applicant's responsibilities in relation to the Electricity Entity underground electrical assets and shall not be used for any other purpose.
- BYDA plans are diagrams only and indicate the presence of Electricity Entity underground electrical assets in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty as such levels can change over time.
- On receipt of BYDA plans and before commencing excavation work or similar activities near Electricity Entity's underground electrical assets, carefully locate this plant first to avoid damage.
- The Electricity Entity, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and of details so supplied to the BYDA applicant, its servants or agents, and the BYDA applicant agrees to indemnify the Electricity Entity against any claim or demand for any such loss or damage to the BYDA applicant, its servants, or agents or to any third party.
- The constructor is responsible for all damages to the Electricity Entity underground electrical assets when work commences prior to obtaining BYDA plans, or at any time after that for failure to follow agreed instructions contained in this document or any other advice provided by the Electricity Entity.
- By undertaking any work, you acknowledge that the Electricity Entity reserves all rights to recover compensation for loss or damage to the Electricity Entity caused by interference or damage, including consequential loss and damage to its cable network, or other property.
- Be aware that some underground conduits may contain asbestos. Refer to "Code of Practice for the Management and Control of Asbestos in Workplace [NOHSC: 2018 (2005)]" for guidance.

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3.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions

3.3.1 Records

The first step before any excavation commences is to obtain BYDA plans of Electricity Entity underground electrical assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by BYDA must be made available to all relevant work groups on site. Where underground electrical asset information is transferred to plans for the proposed work, care must be exercised that important detail is not lost in the process.

3.3.2 Location of underground electrical assets

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to underground electrical assets. The exact location of underground electrical assets likely to be affected shall be confirmed by use of an electronic cable locator followed by careful non mechanical excavation to the level of concrete slabs or conduits. Non mechanical excavation (potholing using hydrovac or hand tools) must be used in advance of excavators. In any case, where doubt exists with respect to interpretation of cable records, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

If during excavation, cables or conduits are damaged:

- call Electricity Entity (Emergencies phone number – refer page 3) to report damaged cables or conduits.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If **unknown** cables or conduits (e.g. not shown on issued BYDA plans) are located during excavation:

- call Electricity Entity (Emergencies phone number – refer page 1) to report.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

3.3.3 Remote or On-Site Cable Location conducted by Electricity Entity

This service shall only be provided at Electricity Entity's discretion:

- The Electricity Entity may provide this site visit only when underground cables (33 kV or above) are present.
- Due to remote locations where external cable locator or hydro vac service providers are not readily available, Electricity Entity may attend site and assist with cable location (fees may apply for this service).
- The Electricity Entity may provide either remote over the phone or on-site cable location advice to assist in the location of Electricity Entity underground electrical assets, including how to visually locate and protect the plant when excavating.
- Where the Electricity Entity provides on-site cable location advice, any markings provided for the purpose of identifying cable location are for general guidance only, and the constructor is still responsible for non-mechanical excavation (potholing using hydrovac or hand tools) to visually locate Electricity Entity underground electrical assets.
- If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact Electricity Entity (General Enquiries phone number - refer page 3) to request further advice.

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3.3.4 Electrical Cables

Electricity Entity cables may have warning covers e.g.:

- Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
- Concrete or PVC cover slabs
- PVC, asbestos or fibro conduit, fibre reinforced concrete, iron or steel pipe
- Concrete encased PVC or steel pipe
- Thin plastic marker tape
- Large pipes housing multiple ducts
- Multiple duct systems, including earthenware or concrete

NOTE: Some cables are known to be buried without covers.

3.3.5 Separation from Electricity Entity underground electrical assets

If location plans or visual location of Electricity Entity underground electrical assets by non-mechanical excavation (potholing using hydrovac or hand tools) reveals that the location of Electricity Entity underground electrical assets is situated where the developer or constructor plans to work, then contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The developer or constructor shall ensure that minimum separation distance from Electricity underground electrical assets (refer Minimum Separation Requirements tables below) is complied with when installing, altering or repairing other underground services located in the vicinity.

If the Electricity Entity relocation or protection works are part of the agreed solution, then payment to the Electricity Entity for the cost of this work shall be the responsibility of the principal developer or constructor. The Electricity Entity will provide an estimate for work on receipt of the developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide the Electricity Entity with a written Work Method Statement for all works in the vicinity of, or involving Electricity Entity underground electrical assets. This Work Method Statement should form part of the tendering documentation and work instruction. All Work Method Statements shall be submitted to the Electricity Entity prior to the commencement of site earthworks.

Underground Services Running Parallel with Electricity Entity Electrical Assets (Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water		Storm Water
			≤DN 200	>DN200	
LV	300 (Ergon) 250	100	500	*1000	1000
HV	(Energex)	300			500
*Contact your local utility/council to obtain specific separation distances					

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Underground Services Crossing Electricity Entity Electrical Assets (Minimum Separation required in mm)				
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage
LV	100	100	300	300
HV				
				Storm Water
				100

Notes:

- These clearances are each Electricity Entity's minimum requirements, additional separation may be required by the Service Owner. The greater of the separation requirements shall apply.
- Where the above tables does not list a separation requirement for a particular underground service type, the following minimum separation from electricity entity electrical assets shall apply:
 - LV = 100 mm
 - HV = 300 mm
- Compliance with these minimum separation requirements does not guarantee that issues such as Earth Potential Rise (EPR) and Low Frequency Induction (LFI) are managed, where these issues need to be managed, advice will need to be sought from an RPEQ Engineer
- All separation distances are measured from the exterior surface of the conduit / cable not centrelines or inner wall surfaces.

Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near underground electrical assets are located on the following internet site.

Energex: <https://www.energex.com.au/home/safety/working-near-powerlines>

Ergon Energy: <https://www.ergon.com.au/network/safety/business-safety/the-outdoor-workplace/working-near-powerlines>

4. EXCAVATION

4.1. Excavating near Poles and Stay Wires

The following requirements are to be compiled with to minimise the risk of compromising the structural integrity of the Electricity Entity poles and stay foundations when excavation or trenching work is performed nearby that could result in the failure of one or more poles and grounding of supported electric lines.

- Excavation and trenching work undertaken by a person, worker or PCBU in the vicinity of poles and stay foundations shall:
- only be commenced after requirements of Section 3 have been complied with for any underground electrical assets located within the work site.
- upon completion of excavation and site earthworks do not restrict the Electricity Entity vehicle access to pole site for purpose of carrying out maintenance activities.

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- comply with exclusion zones as detailed in the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines.
- not be attempted:
 - within 5 m (horizontal distance) of **pole stays** where the excavation depth is greater than 250 mm before contacting the Electricity Entity to determine requirements.
 - within 5 m (horizontal distance) of Electricity Entity poles with earth leads or cables running down into the ground before contacting the Electricity Entity to determine requirements.
 - within "Do Not Disturb" zone of pole prior to a certified engineering assessment having been completed by a Registered Professional Engineer Queensland, and then reviewed and approved by the Electricity Entity before proceeding with work. Approval by the Electricity Entity shall not relieve the PCBU of its duties to perform the work in a safe and proper manner and in accordance with all applicable legislation.
 - if the soil is exceedingly wet (saturated) or there is more than minimal wind loading unless additional pole support is provided in accordance with certified engineering assessment and approved by Electricity Entity.
 - when a severe weather event is occurring or expected (e.g. severe weather warning has been issued by Bureau of Meteorology).
- be backfilled as soon as possible (within same day where pole is required to be supported) soil mechanically compacted in layers of 150 mm and all rock and vegetable material excluded from the backfill.
- be backfilled and pole stabilised before removal of additional support required by a certified engineering assessment are permitted to be removed.

The PCBU shall be responsible for arrangement and costs of required certified engineering assessments, approvals by other regulatory bodies (eg councils, Main Roads pipeline owners, telecoms owns) and installation, maintenance, and removal of associated pole support.

Pole support equipment (where required in accordance with certified engineering assessment) shall be:

- only attached and removed by persons approved by the Electricity Entity.
- used to restrain both the pole head and foot to maintain pole stability during nearby excavation work.
- set up and positioned to maximise support effectiveness and minimise impact on traffic, pedestrian, excavation and machinery at site; and maintain exclusion zone from overhead lines. If insufficient clearance exists to maintain exclusion zone to pole support equipment, arrangements may be required for de-energising the electric line.

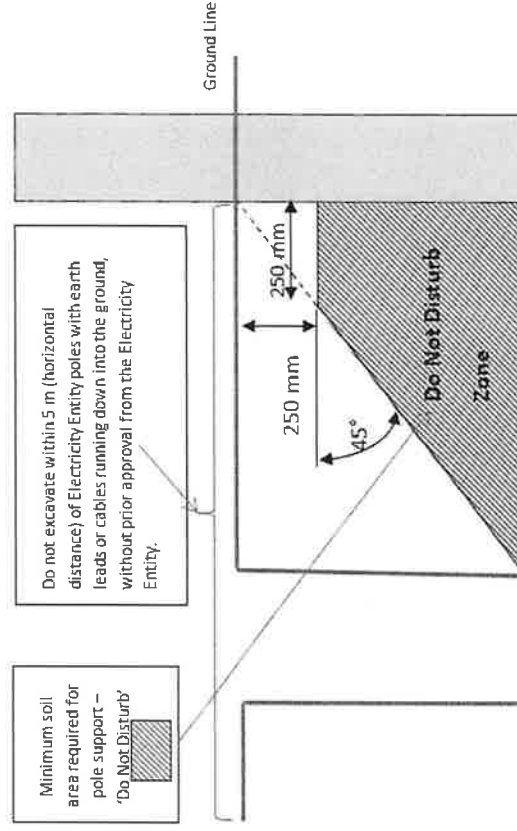


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

PROCEDURE / INSTRUCTIONS

Maximum Trench Depth	Minimum Distance from pole without pole support
Not more than 0.25 m (250 mm)	Can trench or hand dig (where cables and leads exist) right up to pole
1.0 m	1.0 m
1.5 m	1.5 m
2.0 m	2.0 m
2.5 m	2.5 m
3.0 m	3.0 m

4.1.1 Certified Engineering Assessment

Where required to be provided by the PCBU, a Certified Engineering Assessment shall:

- Ensure the stability of the Electricity Entity poles and foundations is maintained during and as a result of excavation work completed within the 'Do Not Disturb' zone.
- Include detailed design drawing of pole support method.
- Be completed and certified by a Registered Professional Engineer Queensland.
- Consider and address the following key points as a minimum:
 - Pole loading (vertical and lateral) including line deviation angles, direction of lean (towards or away from resultant loading)
 - Direction of pole lean.
 - Pole inspection (conducted to meet the Electricity Entity's requirements at customer cost)
 - Pole foundation depth
 - Proximity of excavation in relation to pole
 - Soil condition
 - Proposed shoring methods as well as installation and removal process
 - Duration and staging of work
 - Requirement to independently support pole during work
 - Proximity of existing adjacent underground services and excavations
 - Proposed backfilling and reinstatement method
 - Monitoring and engineering/ geotechnical supervision during excavation work progress
 - Other equipment attached to pole (e.g. underground cables, transformer, ACR, ABS.) must be taken into consideration and in some circumstances will prevent the pole being supported.

4.2. Excavating Near Underground Electrical Assets

For all work within 2.5 m of nominal location, the constructor is required to non-mechanical excavation (potholing using hydrovac or hand tools) and expose the underground electrical assets, hence proving its exact location before earthworks can commence.

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4.2.1 Excavating Parallel to Underground Electrical Assets

If excavation work is parallel to the Electricity Entity underground electrical cables, then non mechanical excavation (potholing using hydrovac or hand tools) at least every 4 m is required to establish the location of all cables, hence confirming nominal locations before work can commence. If an excavation exceeds the depth of the cables and it is likely that the covers or bedding material around the cables/pipes will move causing Electricity Entity cables or conduits to be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

NOTE: Be aware that cable depths and directions may change suddenly along the route.

4.2.2 Excavating Across Underground Electrical Assets

Refer Minimum Separation Requirements table in Section 3.3.5 of this document for distances that shall be maintained to prevent inadvertent contact with or damage to underground electrical assets. If the width or depth of excavation is such that the Electricity Entity cables will be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice. In no case shall a cable cover be removed without approval. A cable cover may only be replaced under the supervision of an Electricity Entity officer. Protective cover strips when removed must be replaced under Electricity Entity supervision. Under no circumstances shall protective cover strips be omitted to achieve the minimum separation distance required between Electricity Entity cables and other underground services.

4.2.3 Heavy Machinery Operation Over Underground Electrical Assets

Where heavy "crawler" or "vibration" type machinery is operated over the top of cables, a minimum cover of 450 mm to the cable protective cover must be maintained. Alternatively, subject to a Certified Engineering Assessment, use load bearing protection whilst the machinery is in operation.

4.2.4 Directional Boring Near Underground Electrical Assets

When boring parallel to cables, it is essential that trial holes are carefully dug using non mechanical excavation (pot holing using hydrovac or hand tools) at regular intervals to prove the actual location of the conduits/cables before using boring machinery. Where it is required to bore across the line of cables/conduits, the actual location of the cables/conduits shall be proven by non-mechanical excavation (pot holing using hydrovac or hand tools). A trench shall be excavated 1 m from the side of the cables where the auger will approach to ensure a minimum clearance of 500 mm from cables/conduits can be maintained.

4.2.5 Hydro Vac Operation

When operating hydro vac equipment to excavate in vicinity of underground electrical assets (cables/conduits):

- Fitted with:
 - nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
 - oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 psi.
- Maintain a minimum distance of 200 mm between end of pressure wand and underground electrical assets. DO NOT insert the pressure wand jet directly into subsoil.
- Ensure pressure wand is not directly aimed at underground electrical assets (cables / conduits).

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4.3. Blasting

Explosives must not be used within 5 m of cables/conduits, unless an engineering report is provided indicating that no damage will be sustained. Clearances shall be obtained from the Electricity Entity for use of explosives in the vicinity of cables/conduits. Contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The Electricity Entity will accept the level of 25 mm / sec as a peak component particle velocity upper limit as defined in AS 2187.2 Appendix J for blasting operations in the vicinity of these power lines.

Electric line insulators and conductors are particularly susceptible to damage from fly rock and adequate control measure including the use of blast mats shall be used to manage this. Contact Electricity Entity for consultation and application.

5. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

Any damage caused to the Electricity Entity overhead electric lines, poles, stays, underground cables, conduits and pipes must be reported no matter how insignificant the damage appears to be. Even very minor damage to cable protective coverings can lead to eventual failure of cables through corrosion of metal sheaths and moisture ingress.

All work in the vicinity of damaged overhead or underground electric lines shall cease and the area be made safe and vacated until clearance to continue earthworks has been obtained from the Electricity Entity. Call Electricity Entity (Emergencies phone number – refer page 3).

6. INFRASTRUCTURE NEAR ELECTRIC LINES

6.1. Easements and Wayleaves

This information, whilst not a legal document, has been developed to assist the community in answering some commonly asked questions about our easements and wayleaves, and briefly outlines what you can do where land is affected by an easement or where consent to installing electrical infrastructure has been given.

6.1.1 What is an Electricity Easement?

An electricity easement is the authority held by the Electricity Entity to use your land near overhead and underground electric lines and substations (electrical assets). Electricity Entity holds this authority for your own safety and to allow employees access to electrical assets at all times. Whilst it will depend on the terms of the particular grant of easement, electrical easements generally give the Electricity Entity the right to access, maintain, repair, rebuild and to restrict development within a defined area.

The easement, which is registered on the property's title, contains a plan showing the dimensions of the easement and its location on the property together with the rights and restrictions over the easement area. The Department of Natural Resources and Mines <https://www.resources.qld.gov.au/> or your solicitor will be able to provide this information. Easements may also exist for telephone lines, water and sewage mains and natural gas supply lines.

6.1.2 Why are easements necessary?

Easements are also created to allow the Electricity Entity clear, 24 hour access to the electric lines. It is important to keep the easement clear at all times so regular maintenance, line upgrades, damage or technical faults can be attended to immediately to provide a safe and reliable supply of electricity. Interference with Electricity Entity's rights and electrical equipment may compromise safety of the public and the occupiers of the property. Therefore, it is essential that Electricity Entity's rights are understood and observed.

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6.1.3 How do I know if there are easements on my property?

Contact your solicitor or The Department of Natural Resources and Mines to obtain a Title Search that shows all registered easements on the property.

6.1.4 Who owns the land the easement is on?

The ownership of that land encumbered with the easement remains with the property owner.

6.1.5 How does an easement affect what I can do with my property?

An easement controls what you can build, what size trees you can plant and what outdoor activities you can carry out in the easement area.

An easement affects the use of the property by limiting the development that can be undertaken within the easement area. The exact rights granted to an Electricity Entity under an electricity easement will depend on the wording used in the grant of easement. Property owners and occupiers should also be aware that an Electricity Entity has the right of access to land to undertake certain works (including reading meters and disconnecting supply). These rights of access are granted by Queensland legislation not the easement and so may not be registered on the property's title and therefore may not be revealed in a Title Search.

6.1.6 Who is responsible for maintenance of easement area?

You must provide a continuous, unobstructed area along the full length of the easement to allow an Electricity Entity access to electric lines, transformers, underground cables and other equipment at all times. A width of 4.5 m is typically required for the safe passage of vehicles and heavy plant.

You must NOT place obstructions in the easement within 5 m of any electric lines, transformer, power pole, equipment or supporting wire.

Maintenance of the easement area is generally the responsibility of the property owner and/or occupier, however, complying with regulatory and safety requirements associated with Electricity Entity's electrical assets within the easement area is the responsibility of the Electricity Entity.

6.1.7 What type of maintenance work does Electricity Entity undertake on easements?

To enable Electricity Entity to construct, maintain, repair and rebuild electric lines on some properties, access roads and tracks are required on or adjacent to the easement area. As required, Electricity Entity is able to construct access tracks, retain the right of use of these tracks and maintain them to a suitable level to permit access for its vehicles. Where gates are installed within the easement area, an Electricity Entity lock may be required to enable continual access along the easement corridor.

In addition, periodic vegetation management works are also undertaken by Electricity Entity to ensure that a specified minimum clearance between vegetation and the electric lines is maintained.

Where possible, property owners will be contacted prior to easement maintenance and vegetation works commencing.

6.1.8 Where consent (Wayleave) to installing Electricity Entity infrastructure has been given

Much of Electricity Entity's above ground electricity network is constructed without easements. Instead, the consent of the owner of the affected land is obtained and the electrical infrastructure is installed. Historically this consent has been in the form of a document known as a Wayleave.

This consent (or Wayleave) is a document evidencing the agreement from a particular owner, but it is not registered on the title of the land like an easement.

Once consent is obtained from an owner, Queensland legislation (the Electricity Act 1994) says that the consent of all future owners to the electrical infrastructure is not required.

Queensland legislation grants Electricity Entity rights to access, maintain, repair and replace electrical assets installed with consent.

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6.2. Contact Electricity Entity when planning construction work near electric lines

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by construction work performed nearby, the Electricity Entity is entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

NOTE: Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements

6.3. What clearances must be maintained once construction work is completed?

Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 - Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

PROCEDURE / INSTRUCTIONS

CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV
------	----------	-----------	---	------	---

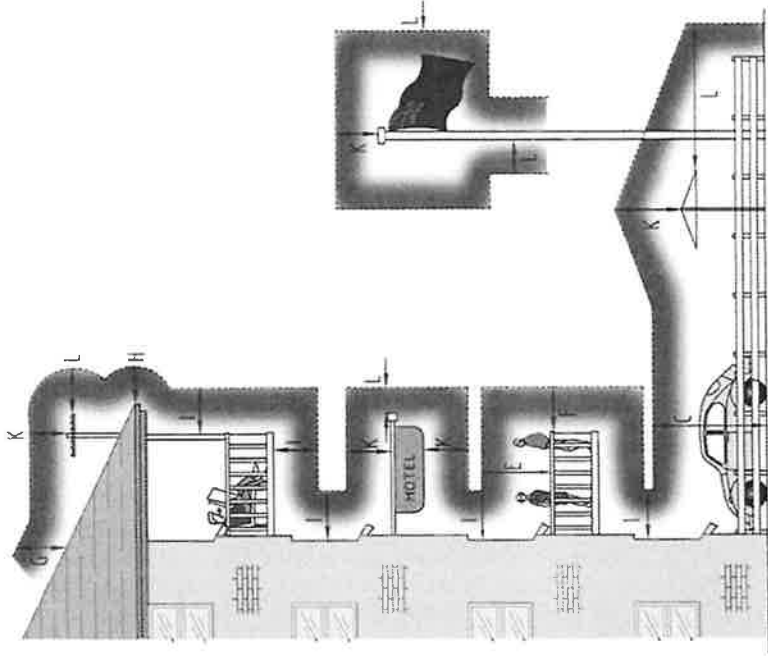
MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m

MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

NOTE:
The vertical clearance and the horizontal clearance specified shall be maintained.



PROCEDURE / INSTRUCTIONS

The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

What is <i>PERMITTED</i> around Electricity Entity overhead or underground electric lines	What is <i>NOT PERMITTED</i> around Electricity Entity overhead or underground electric lines
✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access. Note: Maximum Growth Height of 3 m. ✓ Clothes hoists and barbecues should be located clear of the vehicle access way. Note: Maximum Height 2.5 m. ✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains. ✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment. ✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment. ✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. Note: Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged.	✗ Build houses, sheds, garages or other large structures. Building of roofed/ unroofed verandahs, swimming pools and pergolas are generally not acceptable. ✗ Flying kites or model aircraft within the easement. ✗ Driving fence posts or stakes into ground within easements where there is underground cabling. ✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn. ✗ Installing lighting poles. ✗ Stockpiling soil or garbage within the easement. ✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m. ✗ Storing or using explosives. ✗ Residing in or occupying any caravan or mobile home within an easement. ✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.

6.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

http://www.arpansa.gov.au/RadiationProtection/Factsheets/Is_electricity.cfm

DEFINITIONS	
Term	Definition
Applicant	A person contacting or applying to the Electricity Entity for a Safety Advice.
Authorised Person	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
Authorised Person (Electrical)	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
Earthworks	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
Electricity Entity	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below.
Instructed Person	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
Safety Advice	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
Safety Observer	A safety observer or "spotter", for the operation of operating plant, means a person who: (a) observes the operating plant; and (b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line. This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.
Untrained Person	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.
TRAINING	
Staff must be current in all Statutory Training relevant for the task.	

SAFETY / ENVIRONMENTAL CONTROLS

Follow the Safety Policy, procedures and practices set out for Energy Queensland and subsidiary companies.

Personnel are responsible for understanding all the risks and ensuring their individual actions do not endanger the health and safety of themselves or others.



FATAL HAZARDS CRITICAL CONTROLS FOR THE TASK



REFERENCES

Supporting Documents

Electrical Safety Regulation 2013: Part 5 - Overhead and Underground Electric Lines
Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines
Work Health and Safety Act 2011
Work Health and Safety Regulation 2011

Energex documents:

- Application for Safety Advice – Working near Energex exposed live parts
- Important Notice – Working near Energex Power Lines Including Overhead Services
- Safety Advice on working near Energex exposed live parts

Ergon Energy documents:

- Safety Advice Request Form
- Safety Advice on Working around Electrical Parts Form
- Important Notice Regarding Safety Advice QRG

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - <https://www.worksafe.qld.gov.au/>

REFERENCES

Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

To the extent permitted by law, Energex and Ergon Energy will not be responsible for any loss, damage or costs incurred as a result of any errors, omissions or misrepresentations in relation to the material in this document or for any possible actions ensuing from information contained in the document.

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This content was sent by email from NBN Co Qld in response to your Before You Dig enquiry.

Original subject	DBYD JOB:50939338 SEQ:259692713 - 1/38A MIDDLE STREET , LABRADOR , QLD , 4215 email(1/1)
Original sender	DONOTREPLY@nbnco.com.au
Received	18 Aug 2025 12:54:14pm AEST

Hi Soft Reg,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid. Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue. If you have any further enquiries, please do not hesitate to contact us.

Regards,
Network Services and Operations
NBN Co Limited
P: 1800626329
E: dbyd@nbnco.com.au
www.nbnco.com.au

Confidentiality and Privilege Notice

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail



Working near nbn™ cables

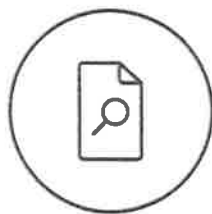
nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

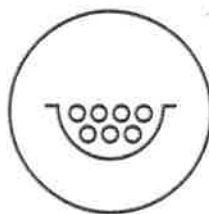
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



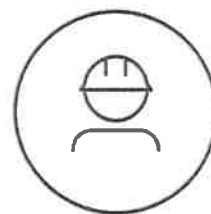
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.



Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

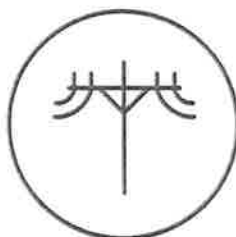


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

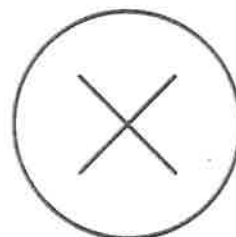
Working near **nbn**TM cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**TM network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate. **nbn** will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

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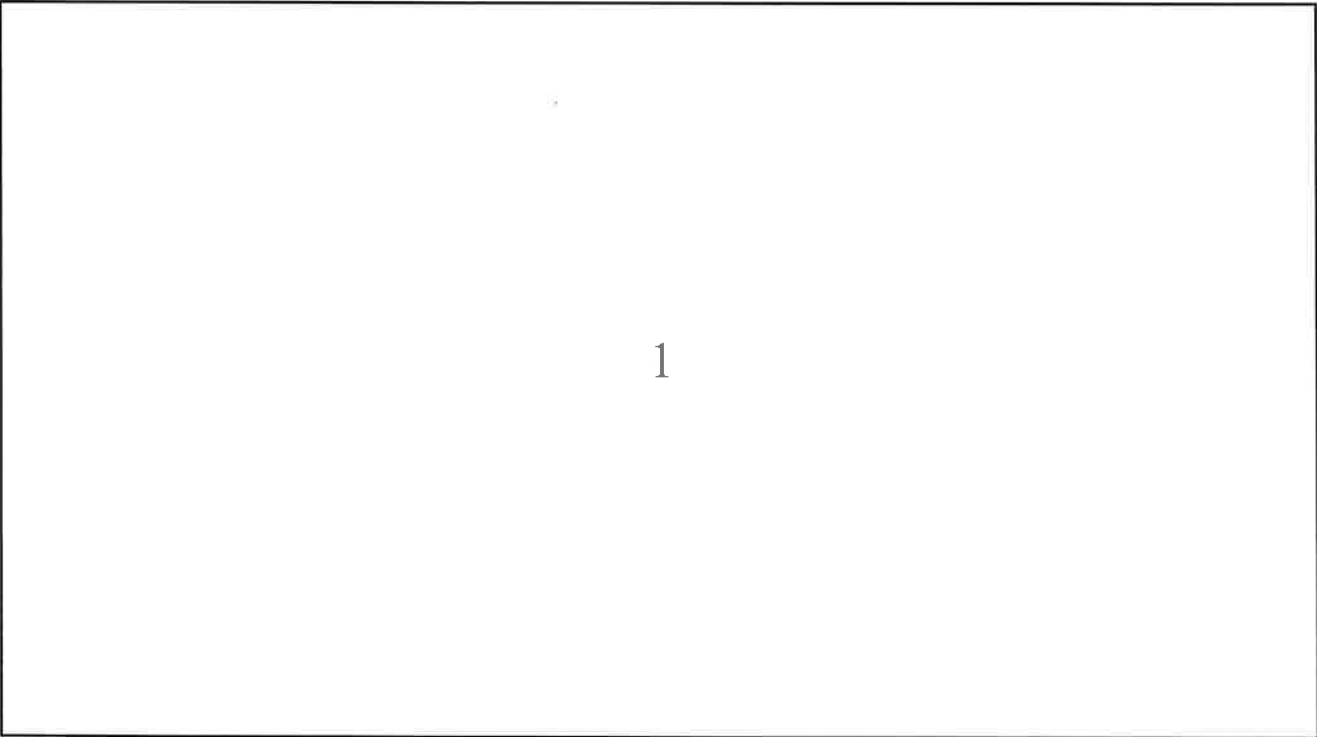


To:
Phone:
Fax:
Email:

Soft Reg
Not Supplied
Not Supplied
Soft.Reg.3576757@mail.au.pac.pcgcs.com.au

Dial before you dig Job #:	50939338	 BEFORE YOU DIG www.byda.com.au Zero Damage · Zero Harm
Sequence #	259692713	
Issue Date:	18/08/2025	
Location:	1/38A MIDDLE STREET , LABRADOR , QLD , 4215	

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans



	LEGEND 
---	---



Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

To:

Phone:

Fax:

Email:

Soft Reg

Not Supplied

Not Supplied

Soft.Reg.3576757@mail.au.pac.pcgcs.com.au

Before You Dig Australia Job #:	50939338	
Sequence #	259692713	
Issue Date:	18/08/2025	
Location:	1/38A MIDDLE STREET , LABRADOR , QLD , 4215	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of **nbn™** Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnco.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn** Facilities, you must maintain the following minimum clearances:
 - 300mm when laying assets inline, horizontally or vertically.
 - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
 - 1000mm when operating mechanical excavators.
 - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
 - Injury from electric shock or severe burns, with the possibility of death.
 - Interruption of the electricity supply to wide areas of the city.
 - Damage to your excavating plant.
 - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
 - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
 - If any undisclosed underground cables are located, notify **nbn** immediately.
 - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
 - The safety of the public and other workers must be ensured.
 - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 18/08/2025

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705133692 V0 REGISTERED Registration Date 24/10/2001 11:30 Page 1 of 7

FORM 14 Version 2
Land Title Act 1994 and Land Act 1994

GENERAL REQUEST

QUEENSLAND LAND REGISTRY
Page 1 of 1 NUMBER



705133692

Stamp Duty Imprint

GC 460

\$90.80
23/10/2001 11:15

1. Nature of request	Lodger Name, address & phone number		Lodger Code
Request to record First Community Management Statement for 38A Middle Street	R.R.G. LAWYERS & CONVEYANCERS P.O. BOX 2610 SOUTHPORT BC 4215 TEL (07) 5591 6066 FAX (07) 5591 4533		GC260
2. Description of Lot	County	Parish	Title Reference
Lot 8 RP 90594	WARD	BARROW	13196093
3. Registered Proprietor / Crown Lessee			
BARRY JOHN SPALL & BEVERLEY SPALL & DARREN JOHN SPALL			
4. Interest			
Fee Simple			
5. Applicant			
BARRY JOHN SPALL & BEVERLEY SPALL & DARREN JOHN SPALL			
6. Request			
I hereby request that: FIRST COMMUNITY MANAGEMENT STATEMENT FOR 38A MIDDLE STREET BE RECORDED AND THAT 28 DELUNGA STREET BROADBEACH WATERLOO BE RECORDED AS ADDRESS FOR SERVICE OF NOTICES			
7. Execution by applicant			

Execution Date

15/10/01

Applicant's or Solicitor's Signature

ALINT REYNOLD LINDSEY

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

CMS Version 1
Body Corporate and Community Management Act 1997

QUEENSLAND LAND REGISTRY

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT Page 1 of !NUMBER!

29742

This statement incorporates and must include the following:

STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only

CMS LABEL NUMBER

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme Body Corporate For 38A Middle Street		2. Regulation module SMALL	
3. Name of body corporate Body Corporate For 38A Middle Street			
4. Scheme land			
Description of Lot	County	Parish	Title Reference
lots 1+2 SP145539			
Lot 8 RP 90594	WARD	BARROW	13196093
AND COMMON PROPERTY			
5. Name and address of original owner #		6. Reference to plan lodged with this statement	
BARRY JOHN SPALL 28 Delunga Street		Broadbeach Waters #318	
BEVERLEY SPALL 28 Delunga Street		Broadbeach Waters #319	
DARREN JOHN SPALL 28 Delunga Street		Broadbeach Waters #318	
# first community management statement only			
7. Local Government community management statement notation			
3/10/01 signed KENNETH COLIN McDONALD Authorised Officer, name of Local Government COUNCIL OF THE CITY OF GOLD COAST			

8. Execution by original owner/Consent of body corporate

Execution Date

*Execution

24/09/2001

Barry John Spall *Beverley Spall* *Darren John Spall*

Title Reference 13196093

Page 2 of !NUMBER!

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in SP 145539	1	1
Lot 2 in SP 145539	1	1
TOTALS	2	2

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 57(1)(e) and (f) of the Body Corporate and Community Management Act of 1997 are not applicable.

SCHEDULE C BY-LAWS**SCHEDULE C
BY-LAWS****1. NOISE**

The occupier of a lot must not create a noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2. VEHICLES

- (a) The occupier of a lot must not, without the body corporate's written approval -
 - (ii) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (iii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property.
- (b) An approval under subsection (a) must state the period for which it is given.
- (c) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

3. OBSTRUCTION

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4. DAMAGE TO LAWNS, ETC., ON COMMON PROPERTY

- (a) The occupier of a lot must not, without the body corporate's written approval -
 - (i) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (ii) use a part of the common property as a garden.
- (b) An approval under subsection (a) must state the period for which it is given.

- (c) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5. DAMAGE TO COMMON PROPERTY

- (a) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (b) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and consistent with the colour, style and materials of the building.
- (c) The owner of a lot must keep a device installed under subsection (b) in good order and repair.

6. BEHAVIOUR OF INVITEES

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the enjoyment of the common property by someone else.

7. LEAVING OF RUBBISH, ETC., ON COMMON PROPERTY

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

8. APPEARANCE OF LOT

- (a) The occupier of the lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (b) The occupier of a lot must not, without the body corporate's written approval -
- (i) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land, or
 - (ii) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

9. STORAGE OF FLAMMABLE LIQUIDS, ETC.

- (a) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (b) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this section does not apply to the storage of fuel in -
- (i) the fuel tank of a vehicle, boat, or internal combustion engine, or

Title Reference 13196093

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- (ii) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10. GARBAGE DISPOSAL

- (a) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- (b) The occupier of a lot must -
 - (i) comply with all local government local laws about disposal of garbage, and
 - (ii) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene, or comfort of the occupiers of the other lots.

11. KEEPING OF ANIMALS

- (a) The occupier of a lot must not, without the body corporate's written approval-
 - (i) bring or keep an animal on the lot or the common property, or
 - (ii) permit an invitee to bring or keep an animal on the lot or the common property.
- (b) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

12. EXCLUSIVE USE - CAR SPACES

- (a) The owner for the time being of each lot identified in Schedule E is allocated space for the exclusive use for himself and his licensees as identified in schedule E and on the attached plan marked "A".
- (b) The body corporate committee is authorised to consent to any variation of the allocations so made and to reallocate spaces from one owner to another owner at any time and from time to time on the written request of the owners of the lots involved.
- (c) Each owner to whom exclusive use of space is allocated pursuant to this shall not litter the exclusive use area or create a nuisance, but otherwise no owner shall be responsible for the obligation of the body corporate to repair, maintain and replace the exclusive use area.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not applicable

Title Reference 13196093

Page 5 of !NUMBER!

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Allocation

Lots Affected	Exclusive Area
Lot 1 in SP 145539	Area A on Sketch "A"
Lot 2 in SP 145539	Area B on Sketch "A"

Date: 19 August 2025
Contact: Plumbing and Drainage
Location: City Inspectorate
Telephone: 07 5667 5977
Your reference:
Our reference: SCH/2025/17663

Infotrack Pty Limited
PO BOX 10314
BRISBANE ADELAIDE STREET QLD 4000

Dear Sir/Madam

Plumbing and Drainage plan search

Address: Lot 1 SP145539 – 38A Middle Street, LABRADOR QLD 4215

City of Gold Coast Council has received your request for a Plumbing and Drainage Plan search for the abovementioned property.

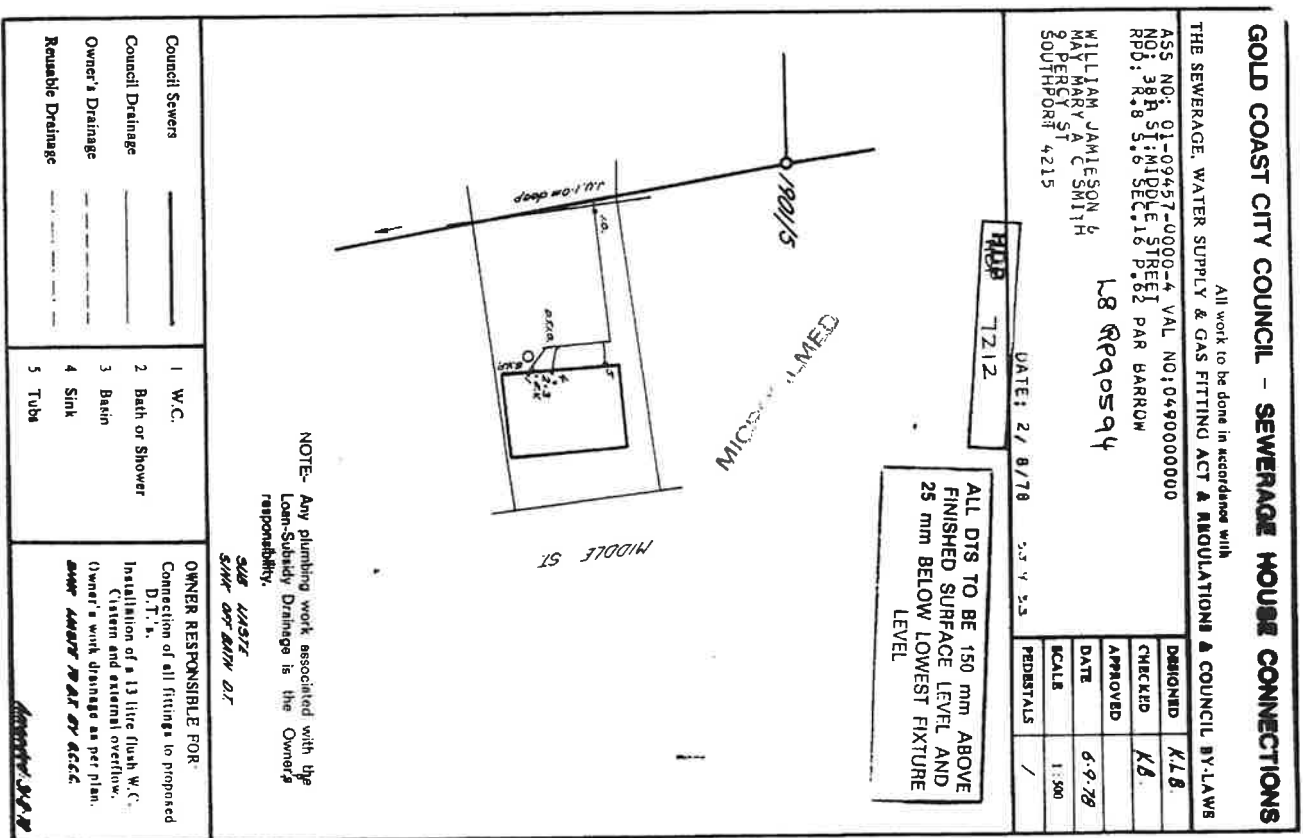
Please be advised that the requested plans have been located and are attached.

Contacting us

Should you wish to clarify any issues contained in the above letter, please do not hesitate to contact Plumbing and Drainage via email on plumbinganddrainage@goldcoast.qld.gov.au.

Yours faithfully

Plumbing and Drainage Unit
City Inspectorate
Council of the City of Gold Coast



TIONS		HOUSE CO.		SEWAGE		OLD COAST CITY COUNCIL	
3x-LAWS		L.B.		L.B.		THE SEWERAGE, WATER SUPPLY & GAS	
DATE: 1-9-78		DATE: 2/8/78		DATE: 2/8/78		DATE: 2/8/78	
1:500		1:500		1:500		1:500	
SCALE		SCALE		SCALE		SCALE	
DATE		DATE		DATE		DATE	
APPROX		APPROX		APPROX		APPROX	
CHECKED		CHECKED		CHECKED		CHECKED	
DESIGNED		DESIGNED		DESIGNED		DESIGNED	
LATIONS & CO		LATIONS & CO		LATIONS & CO		LATIONS & CO	
FITTING ACT & REG		FITTING ACT & REG		FITTING ACT & REG		FITTING ACT & REG	
be done in accordance with		be done in accordance with		be done in accordance with		be done in accordance with	
All work to		All work to		All work to		All work to	
H.B.P.		H.B.P.		H.B.P.		H.B.P.	
7213		7213		7213		7213	
ALL D'S TO BE 150		ALL D'S TO BE 150		ALL D'S TO BE 150		ALL D'S TO BE 150	
FINISHED SURFACE		FINISHED SURFACE		FINISHED SURFACE		FINISHED SURFACE	
25 mm BELOW LOW		25 mm BELOW LOW		25 mm BELOW LOW		25 mm BELOW LOW	
LEVEL		LEVEL		LEVEL		LEVEL	
ABOVE AND AN		ABOVE AND AN		ABOVE AND AN		ABOVE AND AN	
AND KTURE		AND KTURE		AND KTURE		AND KTURE	
HENRY LAWRENCE & ABEL		HENRY LAWRENCE & ABEL		HENRY LAWRENCE & ABEL		HENRY LAWRENCE & ABEL	
ELIZABETH GRAVE ROAD		ELIZABETH GRAVE ROAD		ELIZABETH GRAVE ROAD		ELIZABETH GRAVE ROAD	
MORRINGSIDE 4170		MORRINGSIDE 4170		MORRINGSIDE 4170		MORRINGSIDE 4170	
ASS NO. 91-09458-0000-9 VAL		ASS NO. 91-09458-0000-9 VAL		ASS NO. 91-09458-0000-9 VAL		ASS NO. 91-09458-0000-9 VAL	
RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW		RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW		RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW		RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW	
L9		L9		L9		L9	
RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW		RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW		RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW		RPO. 89.5.67 SEC. 16 P. 62 PAR. BARROW	
1901/6		1901/6		1901/6		1901/6	
MIDDLE ST		MIDDLE ST		MIDDLE ST		MIDDLE ST	
41.15m depth		41.15m depth		41.15m depth		41.15m depth	
1		1		1		1	
2		2		2		2	
3		3		3		3	
4		4		4		4	
5		5		5		5	
Tubs		Tubs		Tubs		Tubs	
Sink		Sink		Sink		Sink	
Basin		Basin		Basin		Basin	
Bath or Shower		Bath or Shower		Bath or Shower		Bath or Shower	
W.C.		W.C.		W.C.		W.C.	
Council Sewers		Council Sewers		Council Sewers		Council Sewers	
Council Drainage		Council Drainage		Council Drainage		Council Drainage	
Owner's Drainage		Owner's Drainage		Owner's Drainage		Owner's Drainage	
Reusable Drainage		Reusable Drainage		Reusable Drainage		Reusable Drainage	
FOR: with the		FOR: with the		FOR: with the		FOR: with the	
to proposed		to proposed		to proposed		to proposed	
Flush W.C.		Flush W.C.		Flush W.C.		Flush W.C.	
overflow.		overflow.		overflow.		overflow.	
a per plan.		a per plan.		a per plan.		a per plan.	
1901/6		1901/6		1901/6		1901/6	
MIDDLE ST		MIDDLE ST		MIDDLE ST		MIDDLE ST	
41.15m depth		41.15m depth		41.15m depth		41.15m depth	
1		1		1		1	
2		2		2		2	
3		3		3		3	
4		4		4		4	
5		5		5		5	
Tubs		Tubs		Tubs		Tubs	
Sink		Sink		Sink		Sink	
Basin		Basin		Basin		Basin	
Bath or Shower		Bath or Shower		Bath or Shower		Bath or Shower	
W.C.		W.C.		W.C.		W.C.	
Council Sewers		Council Sewers		Council Sewers		Council Sewers	
Council Drainage		Council Drainage		Council Drainage		Council Drainage	
Owner's Drainage		Owner's Drainage		Owner's Drainage		Owner's Drainage	
Reusable Drainage		Reusable Drainage		Reusable Drainage			



Body corporate certificate – Specified Two-lot Schemes

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011*.

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- property details and contacting the body corporate ... [Page 3](#)
- by-laws and exclusive use areas ... [Page 4](#)
- lot entitlements and financial information ... [Page 5](#)
- common property, assets, and contracts ... [Page 7](#)
- insurance ... [Page 8](#)

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which no lot owner agreements have been made;
- body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses);
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to make decisions about the scheme with the owner of the other lot in the scheme;
- must pay contributions towards agreed body corporate expenses (for example, insurance);
- must comply with the body corporate by-laws.

A body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called 'lot owner agreements').

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the [BCCM Form 8 – Information for body corporate roll](#). Fines may apply if you do not comply.

The information in this certificate is current as at: 28 / 08 / 2025

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see page 3), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and community education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

Property details and contacting the body corporate

Name and number of the community titles scheme (Example – Seaview CTS 1234)

Middle Street CTS 29742

Lot and plan details

Lot number: 1

Plan type and number (Example – BUP 1234): SP 145539

Plan of subdivision: ☒ Standard Format ☐ Building Format ☐ Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Building management statements

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

☒ Yes

☐ No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

☐ Yes. The body corporate manager is:

Name: Company:

Phone: Email:

☒ No

Accessing records

Who is responsible for keeping the body corporate's records?

☐ The body corporate manager named above.

☒ The following person:

Name: Kelly Sinead Pearson Role:

Phone: 0449 823 221 Email: kelly-pearson@hotmail.com

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

General by-laws

- ☒ The community management statement includes the complete set of by-laws that apply to the scheme.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

- ☒ Yes
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☒ listed in the community management statement.
- ☐ given with this certificate.

Lot entitlements and financial information

Lot entitlementments

Lot entitlementments are used to determine the proportion of body corporate expenses each lot owner is responsible for.

The community management statement contains two schedules of lot entitlementments – a contribution schedule of lot entitlementments and an interest schedule of lot entitlementments, outlining the entitlementments for each lot in the scheme. The contribution schedule lot entitlementment for a lot (as a proportion of the total for both lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlementment for a lot (as a proportion of the total for both lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlementments and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlementments for the lot compared to the lot entitlementments for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlementment for the lot: N/A

Total contribution schedule lot entitlementments for both lots: ...N/A.....

Interest schedule

Interest schedule lot entitlementment for the lot: N/A.....

Total interest schedule lot entitlementments for both lots: N/A

Financial accounts

Does the body corporate keep one or more financial institution accounts (for example, a bank account)?

☐ Yes

☒ No

If yes, the name and amount held in the account/s and the person/s authorised to operate the account/s are:

☐ given with this certificate

☐ as follows:

Name of financial institution: _____

Name of the person/s authorised to operate the account:

Current amount held in the account: \$ _____

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Agreed body corporate expenses

An *agreed body corporate expense* is an item of expenditure that the body corporate has decided, by a lot owner agreement, to incur. An agreed body corporate expense also includes expenses the body corporate is required to incur to comply with the Act, a statutory order or notice given to the body corporate, an order of an adjudicator, a judgment or order of a court, or an order of QCAT. The owner of each lot is required to pay a contribution to an agreed body corporate expense.

Are there any agreed body corporate expenses that the owner of the lot is liable to pay a contribution to?

☐ Yes

☒ No

If yes, the contributions payable by the owner of the lot that this certificate relates to are listed below.

WARNING: you may have to contribute additional amounts if a liability arises that is not already covered by an agreed body corporate expense.

Contributions payable by the lot

Total amount of contributions for lot___ for the current financial year: \$

Number of instalments: (outlined below)

Due date	Amount due	Purpose of expense	Paid
.... / /	\$		☐ Yes ☐ No
.... / /	\$		☐ Yes ☐ No
.... / /	\$		☐ Yes ☐ No
.... / /	\$		☐ Yes ☐ No

Other amounts payable by the lot owner

For the current financial year there are:

☒ No other amounts payable for the lot.

☐ Amounts payable under exclusive use by-laws, totalling \$

☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$

☐ Other amounts, totalling \$ (see explanation given with this certificate)

Summary of amounts due but not paid by the current owner

At the date of this certificate:

☒ All payments for the lot are up to date.

☐ The following amounts are due but not yet paid for the lot:

☐ Overdue contributions for agreed body corporate expenses: \$

☐ Other amounts due but not paid: \$

Total amounts due but not paid: \$

Common property, assets and contracts

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lawns, gardens and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. However, an owner is responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Improvements the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

- ☒ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.
- ☐ Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

Body corporate assets

Are there any body corporate assets more than \$1,000 in value?

- ☐ Yes – details of the relevant assets are given with this certificate.
- ☒ No

Service contracts

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

The maximum term of a service contract that can be entered into by a body corporate is 1 year.

You may inspect the body corporate records to find information about engagements entered into by the body corporate, including the term of the engagement, as well as duties required to be performed and remuneration payable by the body corporate under the engagement.

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

- ☐ Yes
- ☒ No

More information about embedded networks in community titles schemes is available from:
www.qld.gov.au/buyingbodycorporate.

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Current policies

- ☒ Details of each current insurance policy held by the body corporate including, for each policy, the:
- type of policy;
 - name of insurer;
 - sum insured;
 - amount of premium; and
 - excess payable on a claim.

are given with this certificate.

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

☐ Yes

☒ No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot. The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate was completed by:

- ☐ The owners of both lots in the community titles scheme (i.e. the body corporate);
- ☐ A body corporate manager or other authorised agent on behalf of the body corporate;
- ☒ The owner of the lot to which this certificate relates (authorised by a lot owner agreement);
- ☐ The owner of the other lot in the community titles scheme (authorised by a lot owner agreement).

Name/s Kelly Pearson (Lot 1)
Signature/s (2) Date 27/8/2025

Copies of documents given with this certificate:

- ☒ details of exclusive use by-laws or other allocations of common property (if applicable)
- ☐ details of financial accounts (if applicable)
- ☐ details of amounts due to the body corporate for another reason (if applicable)
- ☐ details of improvements the owner is responsible for (if applicable)
- ☐ details of body corporate assets (if applicable)
- ☒ details of insurance policies held by the body corporate



Tidal Insurance Brokers / Business Insurance Planning
 CAR No. 1282654
 ABN 78 915 168 016
 16/10 Logistics Place
 Arundel QLD 4214
 Ph: (07) 5510 8044
 Email: admin@tidalinsurance.com.au
 Authorised Representative of Community Broker Network Pty Ltd
 ABN 60 096 916 184 | AFSL 233750

RENEWAL TAX INVOICE

Body Corporate for 38A Middle St CTS 29742
 2 / 38A Middle St
 LABRADOR QLD 4215

Date: 03/10/2024

Invoice Number: 6815760

Authorised Representative: Mark Skea (Tidal) AR: 441014

Please 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

Type of Policy

Insured	Body Corporate for 38A Middle St CTS 29742	Premium	\$1,723.09
Policy Description	38A Middle Street Labrador Qld 4215	FSL	\$0.00
Insurer	Strata Community Insurance	Underwriter Fee	\$200.00
Policy Number	QRSC22005969	Stamp Duty	\$170.58
Period of Insurance	01/11/2024 to 01/11/2025	Broker Fee	\$55.46
Effective Date	01/11/2024	GST	\$197.87
Notes	2024-2025 Renewal Residential Strata 38A Middle Street Labrador QLD 4215	Invoice Total	\$2,347.00
Ultimate Insurer	Allianz Australia Insurance Limited		

Payment Options


DEFT Reference Number
405605268157609
 Pay by credit card at www.deft.com.au Payments by credit card will attract a surcharge.

 **Post Billpay**

 *498 405605 268157609
 Pay in-store at Australia Post by cheque or EFTPOS
 Please make cheque payable to
Community Broker Network Pty Ltd


Bill Code: 20362
Ref: 405605268157609
Bill Name: DEFT INSURANCE

Community Broker Network Pty Ltd
Name: Body Corporate for 38A Middle St CTS 29742
Invoice No: 6815760
Due Date: 01/11/2024
Invoice Total: \$2,347.00

*Please refer to the second page for further information.



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DEFT is a service of Macquarie Bank



Mail

Pay from your registered credit card or bank account at deft.com.au*

Payments by credit card will attract a surcharge.

*Registered at deft.com.au. Registration is NOT required for one off credit card payments.

Contact your participating financial institution to make payments using the BPAY biller code and reference number as detailed on the front of this invoice.

Please present page intact at any Australia Post Office.

Pay in-store at Australia Post by cheque or EFTPOS.

Please make cheques payable to '**Community Broker Network Pty Ltd**'.

Detach payment slip and mail with payment to:

Tidal Insurance Brokers / Business Ins. Plann.
16/10 Logistics Place
Arundel QLD 4214

Please make cheques payable to '**Community Broker Network Pty Ltd**'.

Schedule of Insurance**STRATA COMMUNITY INSURANCE**

We wish to inform You that cover under Your Policy is due to renew on 01/11/2024.

We have pleasure in inviting You to renew Your Policy with Us on the terms and conditions detailed within this invitation. As outlined in Your PDS and Policy Wording, certain Sums Insured may have been indexed.

Please ensure that You carefully review this invitation to renew, including the Important Information section which outlines Your Duty to take reasonable care not to make a misrepresentation, together with Your PDS and Policy Wording and notify Us of any amendments required as soon as possible.

Please note that Your insurance will expire at 4:00pm on 01/11/2024 if it has not been renewed prior to that time.

THE INSURED

POLICY NUMBER	QRSC22005969
OUR REFERENCE	QTE10364977
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <u>SCI034-Policy-RS-PPW-02/2021</u> Supplementary Product Disclosure Statement <u>SCIA-036 SPDS RSC10/2021</u>
THE INSURED	Body Corporate for 38A Middle Street Community Title Scheme 29742
SITUATION	38a Middle Street, Labrador, QLD, 4215
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/11/2024 Expiry Date: 4:00pm on 01/11/2025
INTERMEDIARY	Tidal Insurance Brokers
ADDRESS	16/10 Logistics Place, Arundel, QLD, 4214
DATE OF ISSUE	18/09/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$817,984
		Common Area Contents	\$8,180
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$122,698
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Not Included
SECTION 2	Liability		\$10,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000

	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10		Lot Owners' Fixtures and Improvements	\$300,000
SECTION 11		Loss of Lot Market Value	Not Included

EXCESS

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

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

IMPORTANT INFORMATION

This renewal notice has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. You should refer to the Product Disclosure Statement and insurance Policy Wording (PDS and Policy) and this notice to consider whether the Policy is suitable for Your needs and circumstances. The PDS and Policy are available from our website: www.stratacommunityinsure.com.au. This is also where You can locate Your workers compensation documentation (if applicable) <https://stratacommunityinsure.com.au/products/forms-documents/>. Alternatively You can contact us for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

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

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

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

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

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

Cooling Off Period

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

Claims made notice

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

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

IMPORTANT NOTICES

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Insurance Broker if you have any questions or require further advice/assistance.

ESSENTIAL READING OF POLICY WORDING

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your insurance contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the insurance contract as if it never existed.

ADDITIONAL DUTY NOT TO MAKE A MISREPRESENTATION

(Applies to consumer insurance contracts only)

A consumer insurance contract (CIC) is a contract that is purchased for personal, domestic or household purposes.

You have a duty under the *Insurance Contracts Act 1984 (ICA)* to **take reasonable care not to make a misrepresentation to the insurer (your duty)**.

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy and also before you renew, extend, vary or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

AVERAGE OR CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

A simple example is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000

Therefore, you would be self-insured for 50% of the Full Value

Amount of Claim, say	\$100,000
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Amount payable by Insurers as a result of the application of Average/Co-Insurance (ie: 50%)	\$50,000
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Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes

Non-Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

Refund of Premium

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. CBN will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by CBN. We may also charge you a cancellation fee.

Cancellation of Policy or Deficient Cover Due to Non-Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

General

Many areas of insurance are complex, and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.

ADDITIONAL INSURED AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

CLAIMS OCCURRING POLICIES

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance, and this can be affected by many complex commercial and economic factors.

UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually

If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

Non-Disclosure

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure.

If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

GENERAL ADVICE WARNING

This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Insurers have created Target Market Determinations (TMDs) which set out the type of customer and risk the product is designed for. We can confirm that you fall within these criteria for this financial product. If you would like a copy of the TMD, please advise us so that we can make this available to you.

Before you make any decision about whether the policy is right for you, you should obtain and read the Product Disclosure Statement (PDS) for the policy.



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Financial Services Guide

A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS

The financial services referred to in this Financial Services Guide (FSG) are offered by:

Mark Skea (Authorised Representative No. 441014)
Tyrone Skea (Authorised Representative No. 441015)
Bryce Skea (Authorised Representative No. 1269032)
Sean Skea (Authorised Representative No. 1304733)

Seatybry Investments Pty Ltd ATF Edge Discretionary Trust t/as Tidal Insurance Brokers

Corporate Authorised Representative No. 1282654

ABN: 78 915 168 016 | ACN: 137 041 591

A: 16/10 Logistics Place, Arundel QLD 4214

T: (07) 5510 8044 | E: admin@tidalinsurance.com.au

Authorised Representatives of:

Community Broker Network Pty Ltd (the Licensee)
ABN: 60 096 916 184 | ACN: 096 916 184 | AFSL 233750
Level 9 North Tower 459 Collins Street Melbourne VIC 3000
T: (08) 9480 8950
E: compliance@cbnet.com.au

Community Broker Network Pty Ltd holds a current Australian Financial Services Licence No: 233750 and is responsible for the financial services that the Authorised Representative named within this document provides to you.

Not independent

Community Broker Network Pty Ltd and its Authorised Representatives are not independent, impartial or unbiased pursuant to section 923A of the *Corporations Act* because we maintain associations and relationships with issuers of insurance and other financial products and may receive remuneration, commission or other benefits when we provide personal advice to you in relation to insurance products and other financial products. Community Broker Network Pty Ltd and its Authorised Representatives may also be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided.

Community Broker Network Pty Ltd is a wholly owned subsidiary of Steadfast Group Limited, ABN 98 073 659 677

Further information about these benefits and relationships is set out in this Financial Services Guide.

If you have any questions about this information, please ask us.

This FSG sets out the services that we can offer you.

It is designed to assist you in deciding whether to use any of those services and contains important information about:

- The services we offer you.
- How we and our associates are paid.
- Any potential conflict of interest we may have.
- Our internal and external dispute resolution procedures and how you can access them.
- Arrangements that are in place to compensate clients for losses.

Further information when personal advice is given (*retail clients only)

We will provide you with further information whenever we provide you with advice which takes into account your objectives, financial situation and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a Statement of Advice (SOA).

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the Insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those Insurers we deal with regularly.

Product Disclosure Statement (*retail clients only)

If you are a retail client and we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a product disclosure statement (PDS) or short-form PDS, unless you already have an up to date PDS or short-form PDS from the Insurer. The PDS or short-form PDS will contain information about the particular policy, which will enable you to make an informed decision about purchasing that product.

From when does this Financial Services Guide (FSG) apply?

This FSG applies from 20 July 2023 and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will cover services not covered by this FSG.



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How can you give us instructions?

You can contact us to give us instructions by post, phone, fax or email on the contact details mentioned on page 1 of this FSG.

Who is responsible for the financial services provided?

Community Broker Network Pty Ltd is responsible for the financial services that will be provided to you or through you to your family members, including the distribution of this FSG. Community Broker Network Pty Ltd holds a current Australian Financial Services Licence No: 233750. The contact details for Community Broker Network Pty Ltd are at the top of this FSG. The distribution of this FSG by us is authorised by Community Broker Network Pty Ltd.

What kinds of financial services are we authorised to provide and what kinds of financial product/s do those services relate to?

The financial services referred to in this guide are provided by your Authorised Broker, who is authorised under the Community Broker Network Pty Ltd's Australian Financial Services Licence to provide financial product advice and deal in general insurance products for wholesale and retail clients. We will do this on your behalf as your general insurance broker unless we tell you otherwise.

If we ever act under a binder arrangement, which means we have authority to issue policies as an agent for the insurer, rather than acting for you, we will inform you of this arrangement.

Will I receive tailored advice?

Maybe not in all cases. However, we may need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange insurance policies for you, or to give you advice about your insurance needs. We will ask you for the details that we need to know.

In some cases, we will not ask for any of this information. If we do not ask, or if you do not give us all of the information we ask for, any advice you receive may not be appropriate to your needs, objectives and financial situation. You should read the warnings contained in any SOA, or any other warnings that we give you, carefully before making any decision about an insurance policy.

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. At renewal we may review your insurance however, in some cases we may automatically renew your insurance to ensure you continue to be covered. This renewal will not take into account any changes to your current financial situation or personal objectives or needs that you have not informed us of.

Contractual liability and your insurance cover

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

Legal advice

Our duty as a general insurance broker does not extend to giving legal advice. You should consult your solicitor when you need advice on legal matters.

What information do we maintain about you and how can you access it?

Community Broker Network Pty Ltd maintains a record of your personal profile including details of insurance policies that we arrange for you. Community Broker Network Pty Ltd may also maintain records of any recommendations or advice given to you. Community Broker Network Pty Ltd will retain this FSG and any other FSG given to you as well as any SOA, PDS or short-form PDS that we give or pass on to you for the period required by law.

We and Community Broker Network Pty Ltd are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. Community Broker Network Pty Ltd has taken the appropriate action to ensure we comply with the Australian Privacy Principles ("APPs") and have established a Privacy Policy. A copy of our privacy policy is available on request, or at www.cbnet.com.au.

If you wish to access your file, please ask us. We will make arrangements for you to do so.

How will I pay for the services provided?

Payment for the services we provide you are payable directly to Community Broker Network Pty Ltd. For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. Community Broker Network Pty Ltd will receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to Community Broker Network Pty Ltd by the insurers. In some cases, we may also charge you a broker fee. This will be shown on the invoice that is sent to you.

The invoice provides methods of payment for our services and details of payment terms (14 days). Community Broker Network Pty Ltd pays the commission and broker fee to us after deducting a management fee.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. Depending on our arrangements with the insurer, Community Broker Network Pty Ltd will retain any commission that was paid to them by the



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insurer for the policy and we may retain the portion of the commission that was paid to us by Community Broker Network Pty Ltd. We may also charge you a cancellation fee.

Non-payment of premium within applicable time frames could result in the insurer cancelling the contract of insurance or charging a penalty premium for time on risk.

When you pay us your premium it will be banked into Community Broker Network Pty Ltd's trust account. Community Broker Network Pty Ltd will retain the commission from the premium you pay us and remit the balance to the insurer in accordance with Community Broker Network Pty Ltd's arrangements with the insurer. Community Broker Network Pty Ltd will earn interest on the premium while it is in their trust account or Community Broker Network Pty Ltd may invest the premium and earn a return. Community Broker Network Pty Ltd will retain any interest or return on investment earned on the premium.

If you require assistance from us with a claim which requires an unexpected and significant amount of time or expertise, we reserve the right to make an additional charge for it. Any charges will be agreed with you before we provide the services so you always know how much you will be required to pay.

How are any commissions, fees or other benefits calculated for providing the financial services?

The commission the Insurer pays to Community Broker Network Pty Ltd will be calculated based on the formula:

$$P \times Y\% = X.$$

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

$Y\%$ = the percentage commission paid to Community Broker Network Pty Ltd by the Insurer.
 X = Community Broker Network Pty Ltd's commission. Community Broker Network Pty Ltd's commission varies between 0 and 30%.

We may also charge you a broker fee in addition to commission when you enter into an insurance policy. The amount of the fee will depend on the complexity of the services we are providing. The amount of any broker fee charged will be shown on your invoice.

Community Broker Network Pty Ltd deducts a management fee of between 0% and 22.5% from the total commission and broker fee received and pays the remainder of the broker fee and commission to us.

Our employees that will assist you with your insurance needs will be paid a market salary and may also receive a performance bonus based on both the value and quality of the work they do for our clients.

Where a third party has referred you to us, we may share part of our fees/commission with them or pay an agreed referral rate. If we do, we will pay commissions to those people out of the commission and fees passed to us by Community Broker Network Pty Ltd (not in addition to those amounts), in the range of 0 to 50% of our commission or fees.

If we give you personal advice, we will inform you of any fees, commission or other payments we, our associates or anyone referring you to us (or us to any insurer) will receive in relation to the policies that are the subject of the advice.

See below for information on the Steadfast association and commission.

Do we receive non-monetary benefits for providing the financial service?

While providing services to you, we may receive non-monetary remuneration from insurers, underwriting agencies and third parties. This can include access to technology platforms and IT support, education and training, event sponsorship and marketing assistance. We do not accept non-monetary remuneration if this could reasonably be expected to influence the services that we provide to you.

Do we have any relationships or associations which might reasonably influence us?

Community Broker Network Pty Ltd is a wholly owned subsidiary of Steadfast Group Limited, ABN 98 073 659 677.

Insurer Relationships

Community Broker Network Pty Ltd sometimes enter into specific arrangements with a limited number of insurers where we receive fees or other remuneration for the development of insurance solutions or the growth of various insurance portfolios. The remuneration Community Broker Network Pty Ltd receives from these arrangements is variable and is determined by the profitability of the recommended insurance products. We will only recommend these products where they meet your needs and are in your best interests. Any such relationship is managed under Community Broker Network Pty Ltd's conflicts of interest policy which all staff and representatives must comply with. If we cannot provide services to you due to a conflict of interest that cannot be managed we will notify you immediately.

Where there may be a conflict of interest, we will contact you in a timely manner and clearly inform you that there may be a conflict of interest.

We work closely with a range of insurers and underwriting agencies to arrange high quality benefits, competitive pricing and superior service levels for our clients. Wherever possible we will



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recommend that clients deal with insurers that are authorised under the Insurance Act 1973 (Cth) to carry on insurance business in Australia and are subject to oversight by the Australian Prudential Regulation Authority. We will warn you when we recommend an unauthorised foreign insurer.

Some insurers give other benefits such as sponsorship of annual conferences, training and invitations to social business functions. These benefits may change from year to year. The receipt of these benefits may be based upon the volume of business placed with the provider but may also be more of an ad hoc reward. Occasionally we may also receive small gifts and gratuities. It is Community Broker Network Pty Ltd's policy that gifts or gratuities may be accepted only if they are of an incidental nature. These amounts are not additional costs to you.

Despite the existence of any incentive, any decision to place business with such an Insurer will be based on the fact that this provides the best solution for you and not based on consideration of any incentive entitlement. Community Broker Network Pty Ltd may pass any incentive received on to us.

Steadfast Group Limited

Community Broker Network Pty Ltd is a Steadfast Group Limited (**Steadfast**) Network Broker.

As a Steadfast Network Broker, Community Broker Network Pty Ltd and our Authorised Representatives have access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

You can obtain a copy of Steadfast's FSG at www.steadfast.com.au.

The licensee and premium funding companies

If we arrange premium funding for you with a premium funder, we or Community Broker Network Pty Ltd may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or changes). If you instruct us to arrange premium funding for you, this is when we become entitled to the commission.

Commission rates for premium funding are usually in the range of 0 to 3% of funded premium. When we arrange premium funding for you, you can ask us what commission rate we are paid for that funding arrangement compared to the other arrangements that were available to you. The amount we are paid is set out in the premium funding contract. Some premium funders may pay Community Broker Network Pty Ltd an administration and service fee for the distribution and management of their products.

What to do if you have a complaint?

We welcome your suggestions, compliments and complaints as an opportunity to improve our service.

If you have any complaints about the service provided to you, please give us the opportunity to put things right by contacting your Authorised Broker about your complaint in the first instance. We will acknowledge your complaint within 1 business day in writing or by telephone. We will take all reasonable steps to ensure that the person to whom your complaint relates does not handle your complaint. We will do our best to resolve your complaint within 5 working days.

If your complaint is not satisfactorily resolved within 5 working days, please contact Community Broker Network Pty Ltd's Complaints Officer:

T: (08) 9480 8950
E: compliance@cbnet.com.au
P: PO Box 1183, WEST PERTH WA 6872.
Please mark the envelope "Notice of Complaint".

If your complaint is referred to the Complaints Officer, we will acknowledge receipt of your complaint in writing within 1 business day. We will try and resolve your complaint quickly and fairly and no later than 30 days from receiving the response, providing you with updates at intervals of no later than 10 days.

Community Broker Network Pty Ltd is a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA can be contacted at:

W: www.afca.org.au | **E:** info@afca.org.au
P: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Insurance Brokers Code of Practice

Community Broker Network Pty Ltd is a principal member of NIBA and as such the Community Broker Network Pty Ltd's staff and Authorised Brokers have adopted the [Insurance Brokers Code](#)



COMMUNITY
BROKER
NETWORK

Financial Services Guide

A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS

of Practice (NIBA Code). A copy of the NIBA Code will be provided upon request or can be obtained from the NIBA website: <https://www.niba.com.au/insurance-brokers-code-of-practice>

If you think we may have breached the Code, you can report alleged breaches to the Insurance Brokers Code Compliance Committee (IBSSS). You can contact the IBCCC using the following details:

Website: www.insurancebrokerscode.com.au
Email: info@codecompliance.org.au
Telephone: 1800 931 678 (free call)
in writing to: IBCCC P.O. Box 14240, Melbourne VIC 8001

Special assistance and access to our services

We will take all reasonable steps to ensure our services are accessible to clients with special needs. Please let us know if you are experiencing any vulnerability when engaging our services, for example relating to your age, disability or mental or physical health conditions.

If you tell us or we identify that, due to your vulnerability, you need additional support or assistance, we will work with you as soon as possible to find a suitable way to provide our services to you. During this time, we will of course respect your right to privacy and self-advocacy. If your circumstances mean that you need third-party support (such as a lawyer, interpreter or friend), we will work with you to allow for this when providing our services.

For further information on how we provide additional assistance or support, please see our [Vulnerable Clients policy](#).

What arrangements are in place to compensate clients for losses?

Community Broker Network Pty Ltd have a Professional Indemnity policy in place. The PI policy covers Community Broker Network Pty Ltd employees, its contractors and its Authorised Brokers for claims made against them by clients as a result of their conduct in the provision of financial services.

The PI policy will cover Community Broker Network Pty Ltd and us for claims relating to the conduct of representatives who no longer work with us, in respect of the Financial Services provided under the Community Broker Network Pty Ltd's Australian Financial Services Licence.

This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

Any questions?

If you have any further questions about the financial services we provide, please contact us. Please retain this document for your reference and any future dealings with us and Community Broker Network Pty Ltd.

ADDITIONAL IMPORTANT INFORMATION

*Retail Clients only

Retail clients are individuals or those who purchase an insurance product for use in connection with a small business. However, they are only designated as retail clients when they purchase a general insurance contract which has been designated as a retail product i.e.:

- Motor vehicle
- Sickiness and accident
- Personal and domestic property
- Home building
- Consumer Credit
- Pleasure craft
- Home contents
- Travel

Any other kind of insurance prescribed in the Corporations Regulations 2001.

New Business/Renewals

You understand that all documents relating to insurance contracts should be completed by you and only you, however, at times this may be done by us with your consent. It is your (the Insured's) responsibility to ensure the accuracy of all information supplied on any documents/the proposal prior to signing the document. The policy document issued by the Insurer forms the agreement between you and the Insurer. Upon receipt of this document we recommend you check the details thoroughly to ensure the cover meets your requirements.

When your policy is due for renewal, we will give you at least fourteen (14) days' notice of expiry of any policy maintained by us through the Community Broker Network Pty Ltd. We will review your insurance requirements when you inform us of any alterations to your circumstances, however in some cases we may automatically renew those policies and you should contact us to inform us if any details are not correct.



COMMUNITY
BROKER
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Financial Services Guide

A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS

We do not accept responsibility for policies not maintained by Community Broker Network Pty Ltd.

Policy Alteration/ Endorsement

Please contact us should you require alteration to details of the insured property or risk. An invoice will be issued to confirm the alteration we have placed with the Insurer.

Cancellation

Fees may be charged by us for managing any cancellation. Some Insurers charge cancellation fees or may not refund anything depending on policy conditions and/or how many days are left before the expiry date of the policy.

Details of our refund policy for commission and fees is in our letter of engagement with you.

Cooling off Period (Applies for *retail clients only)

A cooling off period may apply to an insurance policy issued to you as a retail client*. During the period you may return the policy and receive a premium refund. If you choose to return a product within a cooling off period, we will return the commission to the insurer, however we reserve the right to retain our fees. The cooling off period is subject to legal requirements and terms and conditions of the policy. You should check the relevant PDS for full details.

Terms of Payment

When we arrange, renew or vary cover on your behalf, we will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levies, GST, etc.) and our brokerage &/or fees. Invoices must be paid to us within fourteen (14) days of receipt, unless otherwise stated. Check your invoice for payment options. Please note that a surcharge will be applied to payments made by credit card, and that surcharge may change from time to time and will vary depending upon which type of credit card you choose to use.



Residential Strata PDS & Policy Wording



**STRATA COMMUNITY
INSURANCE**



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Product Disclosure Statement

This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001* (Cth).

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. Therefore it is important that You read it carefully and in conjunction with the Policy Wording to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General Definitions commencing on page 17.

Insurer

The Policy is underwritten by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of GPO Box 9870 Melbourne VIC 3000 except for workers compensation cover, if any, in some States in Australia.

When cover for workers compensation is selected by You, and shown as selected, it is provided in those States, as follows:

- (a) in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW.
- (b) in Victoria, by Allianz Australia Workers' Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria.

Please refer to **Section 4**. No workers compensation cover is provided in Queensland or South Australia.

The preparation date of the PDS is 1 February 2021.

Authority to act for us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to them in Your State. The contact details are shown on the back cover of this document.

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours, and liability within the terms and conditions of the Policy remains at all times with Us.

About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products. Their founders bring four decades of experience across six different countries and have assembled some of the leading strata insurance experts in this country. Such experience ensures that their products are innovative and provide comprehensive financial protection over Your insurable assets and liabilities.

What You should read

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- the Policy Wording that commences on page 12. It tells You about:
 - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
 - important definitions that set out what We mean by certain words;
 - the cover We can provide under Sections 1 to 11;
 - what Excesses You may have to pay (see 'Payment of Excesses' below);
 - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 11);
 - what You and We need to do in relation to claims (see "Claims procedures" in the Policy Wording and "Claims - basis of settlement" in Sections 1, 7, 8 and 10);
 - Your and Our cancellation rights (see "Cancelling Your Policy" in the Policy Wording).
- the relevant proposal form You, if so requested, need to complete to apply for cover;
- any Schedule (see definition under General Definitions in the Policy Wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

Claims Made Notice

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

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

What You are covered for / not covered for

Section 1 - Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits. for example:

Under Part A -

- Storm damage to gates and fences;
- Tsunami damage to Your Insured Property;
- architects and professional fees, removal of debris;
- up to \$100,000 for building alterations, additions or renovations;
- up to \$10,000 for an arson, theft, vandalism or malicious damage conviction;
- Fusion of electric motors up to \$5,000;
- up to \$50,000 for rewriting or reconstructing Your records;

Under Part B -

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

Under Part C -

- up to \$1,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event;
- up to \$2,000 a Lot for Lot Owners' contributions, levies, maintenance and other fees if their Lot becomes unfit for its intended purpose by an insured Event;

- up to \$1,000 a Lot for the cost of boarding pets following insured damage.



Some Events We do not cover include:

- *Loss or Damage caused by Flood unless You take Optional Cover;*
- *by the sea, high water or tidal wave other than if caused by a Tsunami;*
- *Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block;*
- *Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds \$500,000 unless We have otherwise agreed before the commencement of such work.*

Section 2 - Liability to others

Section 2 covers Your legal liability to others for accidental death, bodily injury, or Loss or Damage to property that happens during the Period of Insurance.

Section 3 - Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- \$200,000 for death, or loss of the use of two hands, two feet or two eyes;
- \$100,000 for loss of the use of one hand, one foot or one eye;
- up to \$2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business;
- up to \$1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business;
- up to \$500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.



Some Events We do not cover include:

- *weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;*
- *weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;*
- *a Voluntary Worker under the age of 12 years;*
- *intentional self-injury or suicide or any attempt thereof.*

Section 4 - Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in NSW, VIC, NT, ACT, TAS and WA. No workers compensation cover is provided in Queensland or South Australia.

Section 5 - Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

Section 6 - Office bearers liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Section 7 - Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

Section 8 - Catastrophe insurance

Section 8 covers the unforeseen increase in the Replacement cost of Your Building following the happening of a catastrophe from an event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent;
- extended period of cover and escalation in the cost of Temporary Accommodation;
- removal and storage of Your undamaged Insured Property;
- cost of evacuation for resident Lot Owners.



*We do not cover Loss or Damage from any Event which is not claimable under **Section 1**.*

Section 9 - Government audit costs and legal expenses

Section 9 provides cover for:

Part A - the cost of professional fees if You are audited by the Australian Tax Office or another government organisation;

Part B - the cost of appealing against common property health and safety breaches;

Part C - the cost of defending specific litigation (see pages 46-49) brought against You other than as covered under **Sections 2** and **6**. A special Excess and contribution payment applies to **Part C** and You should refer to the examples contained on page 47.

Section 10 – Lot Owners' fixtures and fittings

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This Section 10 covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General Exclusions.

Section 11 - Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or constructive total loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any Public or Statutory Authority that results in all or some Lot titles being terminated.

Please read the appropriate Sections in the Policy Wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty of disclosure; or
- make a fraudulent claim.

Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy Wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery Breakdown and Government Audit Costs and Legal Expenses insure You up to a set Sum Insured that is shown on the Schedule.

Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

Payment of Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay as a contribution to each claim You make under this insurance policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

Goods and Services Tax (GST)

Notice

The Policy Wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 15). In summary, they are as follows:

- The amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- The Sum Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.

- When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out on the Schedule.

Cooling off period

You have twenty-one (21) days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us.

This cooling off right does not apply if You have made or are entitled to make a claim.

Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see "Cancelling Your Policy" in the Policy Wording).

Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or

could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at <https://www.allianz.com.au/> and the Strata Community Insurance Privacy Policy available at <https://stratacommunityinsure.com.au/>

How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers, intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at www.allianz.com.au; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with our services, including settlement of claims.

Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed

to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how Your complaints will be dealt with.

Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

Terrorism Insurance Act

We have determined that the Policy (or part of it) is a policy to which the *Terrorism Insurance Act 2003* (Cth) ("Act") may apply. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the Act) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to government taxes and charges.

Where We determine that the Policy (or part of it) may become a policy to which the Act may apply as a result of indexation of the Sum Insured during the Period of Insurance as provided on page 13 of the PDS, We may also charge You a pro rata premium for the time during the Period of Insurance that the Policy may be a policy to which the Act applies.

Applicable ARPC amounts will be shown separately on the Schedule and are subject to government taxes and charges.

For further information contact Strata Community Insurance.

Further information and confirmation of transactions

If You have any queries, need to clarify any of the information contained in this document or wish to confirm any transaction under Your insurance, please contact Strata Community Insurance using the contact details shown on the back cover of this document. If You need to contact Us, Our address is shown under the 'Insurer' part of this PDS.



Policy Wording: Residential Strata Community

Important information

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy

This Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General Definitions and individual Section Special Definitions.

Payment of Premium

Provided We receive the Premium, We will insure You as set out in this Policy and the Schedule.

You may elect to pay Your Premium annually in one payment or by instalments.

Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, not later than seven (7) days before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

Adjustments on renewal

Notice

At least fourteen (14) days before Your Policy expires, We will send You a renewal Schedule detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

Indexation

If Your Insured Property suffers Loss or Damage during the Period of Insurance We will increase Your Sum Insured under **Section 1 Part A - 1** and **2** by reference to the Cordell Housing Index Price (CHIP) increase since the start date of the current Period of Insurance.

On renewal We will increase Your Sums Insured under **Section 1 Parts A and B** and **Section 8** by reference to the Cordell Housing Index Price (CHIP) increase during Your previous Period of Insurance.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable thereto. You should promptly advise Strata Community Insurance should You wish to vary these updated Sums Insured.



Indexation does not apply:

- i. if Your Sums Insured under **Section 1 Parts A and B** and **Section 8** exceed \$100,000,000 in total;
- ii. to any other policy limit contained in **Sections 1 and 8**.

Instalment payments

If paying by instalments, We will automatically continue Your cover on the terms contained in the renewal offer We send You. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty of disclosure.

Loyalty discount

Based on Your claims experience and the length of time Your Policy has been continuously insured with Us You may be entitled to a loyalty discount which will apply automatically to the base premium. The amount of Your discount will vary depending on how long You have held a continuously insured claims free Policy with Us. The discount will only apply to the extent any minimum premium is not reached. Your Schedule will show when You qualify for a loyalty discount.

You must disclose all previous claims

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- renewal or insurance Policy declined, cancelled or refused, or where any Excess was imposed;
- claim refused by an insurer;
- claim made;

in relation to You because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

- charge You an additional Premium;
- impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- decline to insure You;
- refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

Claims procedures

1. What You must do

As soon as You discover that something has happened that is likely to result in a claim, You must:

- (a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;
- (b) inform the police as soon as reasonably possible following theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

2. What You should not do

Whatever the circumstances You should not:

- (a) admit guilt or fault (except in court or to the Police);
- (b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;
- (c) offer or negotiate to pay a claim;
- (d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim, We may reduce or refuse Your claim to the extent We are prejudiced.

3. How to make a claim

When You make a claim You must:

- (a) promptly inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;
- (b) provide details of what has occurred and when requested complete and return Our claim form promptly together with proof to support your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;
- (c) comply with reasonable requests to provide written statements under oath if We require it;
- (d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;

- (e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;
- (f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

You should not commence repairs without Our approval except for essential temporary repairs permitted under Event 1) h) of **Part A of Section 1**. Please contact Us to confirm approval for these costs.

5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

6. You must assist Us

Before We will pay anything under this Policy, You must:

- (a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;
- (b) give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and
- (c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

9. Salvage value

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

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

Acts or omissions of Your Strata Community Manager

We will not deny liability for a claim, or reduce the amount of a claim, if Our right of denial or reduction is solely caused by an act, error or omission of Your Strata Community Manager while acting on Your behalf.

Cancelling Your Policy

- (a) You may cancel all or part of this Policy at any time by giving Us notice in writing.
- (b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell You of this in writing.
- (c) When We have agreed to accept payment of Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.
- (d) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and any component of the Premium relating to levies where applicable.
- (e) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- (a) not registered for GST:
 - We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.
- (b) registered for GST:
 - (i) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other policy limit including GST
 - (ii) when We settle direct with You We will pay up to the

Sum Insured, limit of indemnity or other Policy limit and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

General conditions - which apply to all Sections unless otherwise stated

1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

Should more than one Excess be payable for any claim under this Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

3. Joint insureds, interested parties

- (a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;
- (b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage;

provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third party beneficiary:

- (a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that
- (b) the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

- (a) for claims up to ten percent (10%) of Your Sum Insured:
 - (i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount without charge;
- (b) for claims in excess of ten percent (10%) of Your Sum Insured:
 - (i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as we may require, based on the amount of the claim and the unexpired term of the Policy,



This condition does not apply:

- (a) when We pay a total loss or constructive total loss;
- (b) when We pay the full Sum Insured;
- (c) to **Section 1;**
Part A Events 7), 20), and 22)
Part B Event 4), and
Part C Event 7);
- (d) to **Sections 6 and 9.**



General exclusions - what is not insured under any Section

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. Act of Terrorism

to the extent permitted by law (including but not limited to as provided under the Terrorism Insurance Act 2003 (Cth)):

- (a) *any Act of Terrorism;*
- (b) *any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;*
- (c) *biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;*
- (d) *non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or*
- (e) *any threat of an Act of Terrorism.*

2. Cyber and Electronic Data

- (a) *the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or*
- (b) *an error in creating, amending, entering, deleting or using Electronic Data, or*
- (c) *total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,*

regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

However, in respect of **Sections 1, 7, 8 and 10**, but for this exclusion, in the event that any Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

3. Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4. Nuclear

ionising radiation from, or contamination by radio-activity from,

- (a) *any nuclear fuel or nuclear waste or*
- (b) *the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or*
- (c) *nuclear weapons material.*

5. War

war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

6. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

7. Sanctions

circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

General definitions - the meaning of some words

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

There are other definitions that are specific to individual **Sections** and these appear in the relevant Section.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) *involves violence against one or more persons; or*
- (b) *involves damage to property; or*
- (c) *endangers life other than that of the person committing the action; or*
- (d) *creates a risk to health or safety of the public or a section of the public; or*
- (e) *is designed to interfere with or to disrupt an electronic system.*

Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

Computer Attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

Cyberterrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

Electronic Data

means facts, concepts and/or information converted to a form usable for communications and/or displays and/ or distribution, interpretation and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment that includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event(s)

means a happening or an incident not intended to happen

that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under this Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

Fusion

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

Indemnity Value

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

Insured Property

(a) Building

Building means:

building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

- (i) outbuildings;
- (ii) fixtures and structural improvements including

fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;

- (iii) tennis courts, in-ground swimming pools and spas;
- (iv) fixed or built in plant, equipment and appliances;
- (v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;
- (vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are used for non-commercial purposes and that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;
- (vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (viii) underground and overhead services;
- (ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or \$100,000, whichever is the lesser.

(b) Common Area Contents

Common Area Contents means (but not so as to limit the generality thereof):

- (i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;
- (ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;
- (iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;
- (iv) computers, electronic equipment and office equipment;
- (v) swimming pools or spas that are not in-ground including their covers and accessories;
- (vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.



Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;

- damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of **Section 1**;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of **Section 1**;
- money, other than as covered under Event 14 of **Part A of Section 1**;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Event 3 of **Part B of Section 1**;
- temporary wall, floor and ceiling coverings within a Lot;
- mobile or fixed air-conditioning units servicing an individual Lot (Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the damage and which would have affected the value had damage not occurred.

Loss or Damage

means direct physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by this Policy.

Lot

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners(')

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

- (a) freestanding appliances such as dishwashers, washing machines and dryers;
- (b) computers, electronic and electrical equipment, garden equipment;

- (c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

means this Policy Wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Rainwater

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

Rent

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

Replacement

means:

- (a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- (b) the extra costs necessarily incurred to:
 - (i) alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection

Authority requirements;

- (ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star[®] or LEED[®] standards.

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following

- (a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);
- (b) the renewal Schedule You have paid;

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

Situation

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

Storm

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

Strata Community

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Strata Community Manager

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Sum Insured

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

- (a) during any one Period of Insurance; or
- (b) unless a specified limit is otherwise stated in a Section.

Temporary Accommodation

means, as regards any Lot occupied by the Lot Owner, an amount of money calculated on the basis of similar accommodation located in the vicinity.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who lives in a Lot including any other co-inhabitant or family normally resident with the Tenant.

Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea,

Vehicle(s)

means:

- (a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used; and
- (b) any trailers or other attachments made or intended to be drawn by any of those machines.

Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

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

Wear, Tear

means damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us

means:

- (a) Allianz Australia Insurance Limited Subject to b) and c) below;
- (b) Allianz Australia Workers Compensation (NSW) Limited in respect of **Section 4** when insurance for New South Wales is provided, and
- (c) Allianz Australia Workers Compensation (Victoria) Limited in respect of **Section 4** when insurance for Victoria is provided,

You, Your, Yours

means:

- (a) in respect of **Sections 1, 7, 8, and 10:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- (i) the interest therein of Members;
- (ii) Lot Owners in respect of **Parts B and C of Section 1, Part B of Section 7 and Part B of Section 8;**

- (b) in respect of **Section 2:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- (i) the interest therein of Members;
- (ii) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v);**
- (iii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule but does not include Office Bearers while acting in that capacity.
- (iv) in regard to Special condition 2. Adjoining property extension only, the owner and/or leaseholder of adjacent property.

- (c) in respect of **Section 3:**

a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

- (d) in respect of **Sections 4, 5, and 9:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

- (e) in respect of **Section 6:**

the past, present or future Office Bearers or committee members of the Strata Community, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons:

- (i) estate, heirs, legal representative or assigns;
- (ii) legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

- (f) in respect of **Section 11:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule and Lot Owners whose Lot titles are terminated.

Section 1 - Insured Property

What We cover

This Section contains **Parts A, B and C** that provide cover against the Events listed below which occur during the Period of Insurance.

Section 1 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1**, against Loss or Damage to Your Insured Property on the basis set out in "Claims - basis of settlement", including the cost of:

- (a) (i) architects fees, surveyors fees and other professional fees;
- (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers Contents and of anything which caused the Loss or Damage;
- (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
- (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- (v) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;
- (b) Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such Authority.
- (c) Legal fees You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts.
- (d) Loss or Damage to fences and gates as a result of Storm.



We will not pay:

- (i) *if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;*
- (ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm approval for these costs.*
- (e) Loss or Damage caused by a Tsunami.
- (f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
- (g) Sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
- (h) Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
- (i) Reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

If such costs are likely to exceed \$5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount.

2. Act of Terrorism

Where We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism Insurance Act 2003* (Cth) and the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1** and/ or **8** (if applicable) is less than \$100,000,000 then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If We agree to provide this cover it will be shown on Your Schedule, however in such circumstances Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured of the Insured Property as shown in the Schedule or \$100,000,000, whichever is the lesser. No cover is provided for events which are excluded under General Exclusions 1(b), (c), (d) or (e).

Cover for Events 3) to 23) of **Part A** are included in addition to the Sum Insured for **Section 1**.

3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will:

(a) during the construction period:

pay up to \$100,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

- (i) the value of such work does not exceed that amount; or
- (ii) You notify Us and We otherwise agree in writing before the commencement of such work.



We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor We will cover the interest of the contractor as a Joint Insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of \$100,000 prior to such work commencing and if requested pay any extra Premium We may require.

(b) upon practical completion:

pay up to \$250,000 for Loss or Damage to the completed works by an Event claimable under **Section 1** provided:

- (i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations;
- (ii) You have Your property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and
- (iii) if requested pay any extra Premium We may require.

4. Arson reward

We will pay a reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1**.

We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

5. Electric motors

We will pay up to \$5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property which has been burnt out by Fusion.

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

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



We will not pay for:

- (a) motors if covered under a guarantee or warranty or maintenance agreement;
- (b) other parts of any electrical appliance nor for any software;
- (c) lighting or heating elements, fuses, protective devices or switches;
- (d) contact at which sparking or arcing occurs in ordinary working.

6. Electricity, gas, water and similar charges – excess costs

We will pay up to \$2,000 for the cost of:

- (a) increased usage of metered electricity, gas, sewerage, oil and water;
- (b) accidental discharge of metered electricity, gas, sewerage, oil and water;
- (c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

7. Electricity, gas, water and similar charges – unauthorised use

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or

occupying any part of Your Insured Property without Your consent.



We will not pay unless all reasonable steps are taken to terminate such unauthorised use as soon as reasonably possible after You become aware of it.

8. Environmental improvements

If Your Insured Property is:

- (a) damaged by an Event claimable under **Section 1**; and
- (b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) 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 **Section 1**, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange system, and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

- (a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or
- (b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or
- (c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak.

We will also pay:

- (i) up to \$1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and
- (ii) up to \$1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.



*We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship. We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1** – Insured Property) or by trees, plants or their roots.*

10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

- (a) the removal and disposal of trees or branches;
- (b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.



We will not pay for removal or disposal of:

- trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or
- tree stumps or roots.

11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- (a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;
- (b) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- (c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- (a) re-keying or re-coding locks together with replacement keys; or
- (b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

to restore security to the same level of security that existed prior to the loss of these keys.

13. Meeting room hire

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Loss or Damage which is admitted as a claim under **Section 1**.

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

14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to \$25,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to \$10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Strata Community Manager while acting on Your behalf.



We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- (a) *any person in Your employment;*
- (b) *a Lot Owner, including any family member permanently residing with them; or*
- (c) *a proxy of a Lot Owner.*

16. Mortgage discharge

We will pay reasonable legal costs up to \$5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**.

17. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) that are damaged by an Event claimable under **Section 1** while in Your physical or legal control.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

19. Records

We will pay up to \$50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

20. Removal of nests

We will pay up to \$1,000 any one Period of Insurance for the cost of removing wasps or bees nests from Your Insured Property that present as a danger to residents or the public.



We will not pay:

- (a) *unless You first obtain Our consent to incur such costs, Please contact Us to confirm consent for these costs;*
- (b) *for the cost of removing any nests that existed prior to the inception of **Section 1**.*

21. Removal, storage costs

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing such undamaged portion at that place or an equivalent alternate place;
- (c) returning such undamaged portion to the Situation when restoration work is completed;
- (d) insuring Your undamaged Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

We will pay up to \$5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at Your premises.



We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time.

You must by way of ~~Excess~~ pay or contribute the first \$1,000 for each and every claim.

23. Water removal from basement

We will pay up to \$2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.



*We will not pay if the inundation is caused by any other Event which is not claimable under **Section 1** or by Flood unless Optional Cover 1 is shown as included on Your Schedule.*

Section 1 - Part B

Part B applies to You and Lot Owners. Cover for Events 1) to 5) of **Part B** are included up to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring

costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. (a) Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if the Common Area or Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under a) i) from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Common Area or Lot up to a maximum of twelve (12) months;
- under a) ii) from the time of the Event until the time when access to the Common Area or Lot is re-established.

(b) Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under **b i)** from the time of the Event until the time they reoccupy their Lot following completion of rebuilding, repairs or replacement; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace their Lot up to a maximum of twelve (12) months;
- under **b ii)** from the time of the Event until the time when access to their Lot is re-established.

(c) Disease, murder and suicide

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

If Your Common Area or their Lot cannot be occupied by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air- conditioning plant cooling towers and the like;
- a human infectious or contagious disease;
- murder or suicide;

occurring at Your Situation.



We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (including amendments), or listed under successor Commonwealth legislation dealing with quarantine or biosecurity matters (including delegated legislation) whether occurring at Your Situation or elsewhere.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.

(d) Failure of supply services

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

If Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage by an Event claimable under **Section 1** happening to property belonging to or under the control of any such supply authority.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

The combined total amount We will pay under **Part B 1)** arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for Loss of Rent/Temporary Accommodation.

2. Cost of reletting

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

- (a) Loss or Damage that is admitted as a claim under **Section 1**; and
- (b) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to \$1,500.

3. Landscaping

We will pay up to \$10,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. Removal of squatters

We will pay You and/or the Lot Owner up to \$1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.



We will pay if You or they first obtain Our consent to incur such legal fees.

5. Title deeds

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title Deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

Section 1 - Part C

Part C applies to Lot Owners. Cover for Events 1) to 6) of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$1,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred if a Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Lot is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other

property in the immediate vicinity; or

- (iii) reasonable access to or occupancy of the Lot is prevented by the Police Authority or other Emergency Service due to a danger or disturbance in the immediate vicinity.

However under Clause 1 b) above We will:

- only pay if the need for emergency accommodation arises in circumstances where two (2) or more Lots are made unfit to be occupied for their intended purpose;
- treat the Tenant named on the lease, rental or similar type agreement as though the Tenant was a Lot Owner.

2. Funeral expenses

When a Lot is occupied by the Lot Owner We will pay up to \$5,000 a Lot for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

3. Lot Owners' contributions and fees

We will pay, up to \$2,000 a Lot, for contributions, levies, maintenance and other fees the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. Lot Owners' removal and storage costs

We will pay up to \$5,000 for the reasonable costs a Lot Owner necessarily incurs in:

- (a) removing their undamaged Contents to the nearest place of safe keeping;
- (b) storing their undamaged Contents at that place or an equivalent alternate place;
- (c) returning their undamaged Contents to Your Situation when occupancy of their Lot is permitted;
- (d) insuring their undamaged Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. Lot Owners travel costs

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to \$250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or building repairers.



We will not pay unless You or they first obtain Our consent to incur such travel costs.

6. Pets, security dogs

When a Lot Owner occupies their Lot solely for residential purposes, We will pay up to \$1,000 a Lot for the reasonable costs they necessarily incur for boarding pets or security dogs if their Lot is rendered unfit for its intended purpose by:

- (a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; and
- (b) Temporary Accommodation does not allow pets or security dogs.

7. Sale of Lot

When a Lot Owner has contracted to sell their Lot and the sale is subsequently delayed or cancelled as a direct result of Loss or Damage by any Event and a claim is admitted under **Section 1** We will, from the date the sale was to have been settled, pay up to \$7,500 per Lot and \$20,000 any one Period of Insurance for:

- (a) the actual interest charges a Lot Owner incurs on capital borrowed (such as bridging finance) in anticipation of the sale proceeds of the Lot; or
- (b) in any other case, the loss of potential investment interest on the sale proceeds of the Lot until the time settlement is finalised.

The method of calculation on this will be;

$$\frac{(CR + 1\%)}{365} * SP * DL$$

Whereas:

CR = Reserve Bank of Australia (current target cash rate)

SP = Sale proceeds

DL = No of days in investment



We will not pay unless the Lot Owner makes every reasonable effort to complete the sale of the Lot.

Optional Covers

The following Optional Covers are operative when shown as 'Included' on Your Schedule.

1. Flood

We will pay up to the Sum Insured shown in the Schedule for Loss or Damage to Your Insured Property caused by Flood which happens during the Period of Insurance.

2. Floating floors

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under **Section 1**.

3. Lot Owners' wall coverings (Applicable to New South Wales and Australian Capital Territory)

Provided Your Sum Insured under **Section 1** is not

otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3) is limited to the room, hallway or passageway where the Loss or Damage occurs.



Exclusions - what We do not cover under Parts A, B and C

1. We will not pay for Loss or Damage:

- (a) caused by Flood.

However We will pay if Optional Cover 1 is shown as included on Your Schedule.

- (b) to retaining walls resulting from Storm or Rainwater.

- (c) (i) caused by moths, termites or other insects, vermin, mice, rats, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;

- (ii) caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;

- (iii) caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.

However We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

- (d) caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.

- (e) caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.

However We will pay if the Loss or Damage is due to:

- (i) Fusion of electric motors as covered under Event 5) of **Part A**;

- (ii) lightning;

- (iii) power surge when such Event is confirmed by the supply authority; or

- (iv) resulting fire damage.

- (f) caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.

However We will pay if the Loss or Damage is due to Tsunami.

- (g) *caused by vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement.*

However We will pay if the Loss or Damage is due to:

- (i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; and
- (iii) Flood if Optional Cover 1 is shown as included on Your Schedule.

- (h) *caused by underground (hydrostatic) water.*

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

- (i) *caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.*

However We will pay for water or liquid damage resulting from blocked pipes or drains.

- (j) *caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*

- (k) *caused by smut or smoke from industrial operations.*

However We will pay if such damage is sudden or unforeseen.

- (l) *caused by any process involving the application of heat being applied directly to any part of Your Insured Property.*

However We will pay if any other part of Your Insured Property is damaged or destroyed by fire.

- (m) *due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*

- (n) *to water in swimming pools, spas or water tanks.*

- (o) *to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.*

- (p) *to carpets and other floor coverings resulting from staining, fading or fraying.*

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1.**

- (q) *to boilers (other than boilers used for domestic*

purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

- (r) *to Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*

- (s) *to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained before the commencement of such work.*

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1.**

2. We will not pay for:

- (a) *demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;*

- (b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*

- (c) *consequential loss, meaning We don't cover You for anything not expressly described under Parts A, B and C. Some examples of what We won't pay for include loss of use or Depreciation.*

- (d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.*

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims - basis of settlement

1. Replacement

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

- (b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily

available We will use the nearest equivalent available to the original materials;

- (c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- (d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- (e) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

- (i) *rebuild or replace Your undamaged Insured Property;*
- (ii) *rebuild, replace or repair illegal installations.*

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index. We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Claim settlement (when Section 11 is shown as a Sum Insured on the Schedule)

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss that results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**;
- (b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5) b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1) Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5) b).

Special provisions

1. Under Clauses 2), 3) and 4) of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

Any differences relating to values may by agreement between us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

2. Clauses 2), 3) and 4) of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5) Claim settlement above.

Special conditions

1. Removal of illegally deposited rubbish

Under Event 22 of **Part A** You must by way of Excess pay or contribute the first \$1,000 for each and every claim.

2. Professional fees

We will pay up to \$50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8, 10 and 11**.

Section 2 - Liability to others

What We cover

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation (including plaintiff's legal costs) for;

- Personal Injury; or
- Property Damage;

resulting from an Occurrence happening in connection with Your Business.

Automatic Extensions

(a) Financial Loss

We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation awarded by a Tribunal or similar body for financial loss incurred by a Lot Owner arising out of Your failure to comply with Your statutory duty to maintain and repair common property.

(b) Other Extensions

We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation for Personal Injury or Property Damage:

- (i) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.
- (ii) **Car park liability** to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.



We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

- (iii) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.



We will not pay:

- (a) *unless the fertiliser, pesticide or herbicide has been applied in conformity with any*

Public or Statutory Authority requirement or in the absence of any such requirement, in conformity with the manufacturer's recommendations to the extent that the Personal Injury or Property Damage is caused or contributed to by such non-conformity;

- (b) *for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.*
- (iv) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.
- (v) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.
- (vi) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.
- (vii) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.



We will not pay if the Watercraft is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

- (viii) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.



We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

2. Cost of defending a claim

We will pay in addition to the Sum Insured under 1) above:

- (a) all legal costs and expenses incurred by Us;
- (b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under Section 2;

- (c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, Committee Member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.



Exclusions - what We do not cover

We will not pay for any claim:

1. *in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.*
This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*.
2. *in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated,*
3. *in respect of:*
 - (a) *damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this Section 2;*
 - (b) *damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;*
 - (c) *injury to or death of animals on Your Common Area;*
 - (d) *Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.*
4. *arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.*
This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. *arising out of the publication or utterance of a defamation, libel or slander:*
 - (a) *made prior to the commencement of Section 2;*
 - (b) *made by You or at Your direction when You knew it to be false.*

6. *arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in Section 2.*
7. *arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.*
8. *arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.*
9. *arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.*
10. *arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.*
This exclusion does not apply to:
 - (a) liability assumed by You under any contract or lease of real or personal property;
 - (b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
 - (i) any act of negligence on their part; or
 - (ii) by their default in performing their obligations under such agreement.
11. *arising out of or caused by the discharge, dispersal, release of or escape of pollutants into or upon property, land, the atmosphere, or any water course or body of water.*
This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. *arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.*
This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.
13. *for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.*
14. *made or actions instituted outside Australia that are governed by the laws of a foreign country.*
15. *for Liability to pay for personal injury or property damage, or any consequential loss arising therefrom*

(meaning anything not expressly described in the cover sections of this Policy, for example loss of use), caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. Strata Community Manager defence

If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.



We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. Adjoining Property Extension

Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property.

This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the Business.



We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- (a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) wrongful entry or eviction or other invasion of the right of privacy;
- (d) a publication or utterance of defamatory or disparaging material;
- (e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance anywhere in Australia.

Pollutants

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

Property Damage

means:

- (a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- (b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

that happens during the Period of Insurance anywhere in Australia.

Section 3 - Voluntary Workers

What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

- (a) whilst voluntarily engaged in work on Your behalf; and
- (b) caused solely and directly by violent, accidental, external and visible means; and
- (c) which, independently of any other cause results in the following insured Events.

Events

- | | |
|---|-----------|
| 1. Death | \$200,000 |
| 2. Total and irrecoverable loss of all sight in both eyes | \$200,000 |
| 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 | \$200,000 |
| 4. Total and permanent loss of the use of one hand or of the use of one foot | \$100,000 |
| 5. Total and irrecoverable loss of all sight in one eye | \$100,000 |
| 6. (a) Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement: | |
| (i) a weekly benefit of | \$1,000 |
| or | |
| (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than \$1,000 per week - the amount of such remuneration up to a maximum per week of | \$2,000 |
| (b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement: | |
| (i) a weekly benefit of | \$500 |
| or | |
| (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than \$500 per week - the amount of such reduction up to a maximum per week of | \$1,000 |

- 7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing
 - (a) his/her usual profession, business, occupation;
 - or
 - (b) usual household activities;
 - in respect of each week of Total Disablement a weekly benefit not exceeding \$500
- 8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source - a benefit not exceeding \$2,000
- 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 \$250
- 10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 - a benefit not exceeding \$5,000



Exclusions - what We do not cover

We will not pay:

- 1. (a) for more than one of Events 6) a) and 6) b) in respect of the same period of time;
- (b) under Event 6) a) and Event 6) b) in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
- (c) under Event 6) a) and Event 6) b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;
- (d) under Event 7) and Event 9) in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;
- (e) unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;
- (f) unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
- (g) for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;

(h) *for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.*

2. *We will not pay compensation in respect of claims arising out of:*

- (a) *illness;*
- (b) *intentional self-injury or suicide, or any attempt thereof;*
- (c) *attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;*
- (d) *a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.*

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out all of the normal duties of such person's usual occupation, profession or business;
 - or
 - (b) where such person engages in more than one occupation, profession or business, ALL OF THEM;
- as certified by a legally qualified medical practitioner.

Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the Events 1) to 5) in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1).
2. After the occurrence of any one of the Events 2) to 5) there will be no further liability under **Section 3** for these Events in respect of the same Voluntary Worker.
3. In the event of a claim involving the death of a Voluntary Worker We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;
 - or
 - (b) where such person engages in more than one occupation, profession or business, ANY OF THEM;
- as certified by a legally qualified medical practitioner.

Section 4 - Workers compensation

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

- (a) Allianz Australia Insurance Limited
in the Australian Capital Territory, Northern Territory,
Western Australia and Tasmania; or
- (b) Allianz Australia Workers Compensation (NSW) Limited
in New South Wales. We act as the agent of this insurer
in arranging insurance in NSW, and not as Your agent.
- (c) Allianz Australia Workers Compensation (Victoria)
Limited
In Victoria. We act as the agent of this insurer in
arranging insurance in Victoria, and not as Your agent.



We do not cover

Workers Compensation in South Australia or Queensland.

Section 5 - Fidelity guarantee

What We cover

We will indemnify you up to:

- (a) the Sum Insured shown on the Schedule for **Section 5** in respect of fraudulent misappropriation of Your Funds;
- (b) \$2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.



Exclusions - what We do not insure

We will not pay for:

- (i) any fraudulent misappropriation unless and until you have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;
- (ii) any fraudulent misappropriation committed after the initial discovery of loss;
- (iii) any losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 5**;
- (iv) any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 5**.

Special definition

The word listed below has been given a specific meaning and applies to **Section 5** when it begins with a capital letter:

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Section 6 - Office Bearers Liability

This Office Bearers Liability section is issued on a Claims made basis. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured as shown on the Schedule:

- (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;
- (ii) pay on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;

arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

- (b) reported to Us during the Period of Insurance.

Provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1 of Section 6**, the subject of this Insurance or any indemnity.

2. Defence costs

We agree that in relation to any Claim under **Section 6**:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
 - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. Reinstatement of the Sum Insured

When We have paid a Claim under **Section 6** and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule, subject to You paying any additional Premium that We may require.



This reinstatement shall not apply to:

- (a) any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;
- (b) any Claim notified to Us for which a Loss payment has not been made;
- (c) any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.

4. Total limit of Our liability

The most We will pay for all Claims in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 6**; and
- (b) when We have reinstated Your cover under **Insuring Clause 3**) an additional amount equal to that Sum Insured;

inclusive of claimant's costs and expenses and Defence Costs incurred by Us.



Exclusions - what We do not cover

We will not pay for:

1. Claims arising from any facts or circumstances that You knew of prior to or at the inception of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.
2. Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.

However this exclusion does not apply to:

- (a) any party or entity not committing or condoning any such act or omission; and
 - (b) the costs incurred by You in successfully defending any Claim or suit made against You.
3. *Claims for death, bodily injury, sickness, disease, or damage to property.*
However this exclusion will not apply to Loss or Damage to documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such documents.
4. *Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.*
5. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
6. *finer, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages,*
7. *You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual member thereof.*
8. *any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.*
9. *a conflict of duty or interest of Yours.*
10. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of Your Strata Community.*
11. *any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.*
12. *Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1 b).*
13. *Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1 a).*
14. *Claims brought against You in a Court of Law outside Australia.*

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

- (a) We have continuously been the insurer under an Office Bearers Liability between the date when such notification should have been given and the date when such notification was in fact given; and
- (b) the terms and conditions applicable to this **Special Condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** under the current Period of Insurance.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or

(b) made a misrepresentation to Us before this contract of insurance was entered into; or

(c) failed to comply with any terms or conditions of **Section 6**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

- (i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means

- (a) a written or verbal allegation of any Wrongful Act; or
- (b) a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- (c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

- (a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;
- (b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- (a) a person or other entity appointed by Your Strata Community to act as an Office Bearer or committee member in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Insured Property and Common Area is situated;
- (b) a Strata Community Manager appointed as an agent of an Office Bearer and/or committee member;
- (c) a person invited by an Office Bearer and/or committee member to assist in the management of Your Strata Community affairs.

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- (a) of You serving as an Office Bearer or committee member or director of Your Strata Community; or
- (b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Section 7 - Machinery breakdown

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

Section 7 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims - basis of settlement", including the cost of:

- (a) (i) expediting repair including overtime working;
- (ii) express or air freight on recognised/scheduled services;
- (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
- (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

and provided that the Insured Item is:

- (b) (i) contained at Your Situation; and
- (ii) is in the ordinary course of working at the time Insured Damage occurs.

Section 7 - Part B

Cover under **Part B** applies to You and Lot Owners. The following Events 1) and 2) of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have been leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You

or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or

- the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured damage until the time they reoccupy their Lot following completion of repairs or replacement.

The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to fifteen percent (15%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing.



Exclusions - what We do not cover

We will not pay for:

1. Damage caused by or arising from:
 - (a) Wear and Tear, smut, smoke, soot, rust, corrosion, oxidation or scale formation;
 - (b) Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;
 - (c) an Event that is claimable under **Section 1**;
 - (d) chipping, scratching or discolouration of painted, polished or finished surfaces;
 - (e) the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;

- (f) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*
 - (g) *the tightening of loose parts, recalibration or adjustments;*
 - (h) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*
2. *Damage to:*
- (a) *glass, porcelain or ceramic components;*
 - (b) *defective tube joints or other defective joints or seams;*
 - (c) *any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;*
 - (d) *foundations, brickwork, and refractory materials forming part of an Insured Item;*
 - (e) *television, video or audio equipment other than security system equipment;*
 - (f) *expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*
 - (g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*
 - (h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;*
 - (i) *plant that has been hired or is on loan unless We specifically agree in writing.*
3. *Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.*
4. *Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.*
5. *Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.*
6. *Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.*

- 7. *Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.*
- 8. *The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.*

Claims - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

2. Professional fees

We will pay up to \$10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

- (a) lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;
- (b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

providing they form part of Your Insured Property or its services.

Section 8 - Catastrophe insurance

What We cover

Section 8 - Part A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforeseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:

- (a) due to the happening of a Catastrophe; or
- (b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and
- (c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

Section 8 - Part B

Cover for Events 1) to 4) of **Part B** applies to You and Lot Owners and are included in addition to the Sum Insured for **Section 8**.

1. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot or Common Area We will pay the Rent You lose or would have lost if Your Lot or Common Area is damaged and made unfit to be occupied for its intended purpose:

- (a) due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- (b) the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur, including any unforeseen increase in the cost of rental of a residential Lot or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your damaged Lot if Your Lot is damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) b) of **Part B** of **Section 1** is expended until the time You reoccupy Your Lot following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing the undamaged portion at that place or an equivalent alternate place;
- (c) returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- (d) insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Loss or Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- is admitted as a claim under **Section 1**.

The amount We pay will be reduced by any amount payable for such costs under **Section 1**.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You at the time immediately prior to such a happening, following an order issued by a Public or Statutory Authority or Body, entity or person so empowered by law, to evacuate Your Lot:

- (a) due to the happening of a Catastrophe; and
- (b) the Loss or Damage to Your Lot is admitted as a claim under **Section 1**.

Any Evacuation Costs so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

The total amount We will pay under Events 1 to 4 of **Part B** arising out of any Event claimable under **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** or such other percentage as We may agree in writing.

Claims - basis of settlement

The basis upon which the amount payable as the unexpected increase in the cost of Replacement is to be calculated as the difference between:

- (a) the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1 b of 'What We cover'; and
- (b) the greater of either:
 - (i) the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of **Section 1** immediately prior to the Catastrophe; or
 - (ii) the Sum Insured in force under **Section 1** at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We cover'.

Special provisions

1. No payment will be made under **Section 8** until such time as the greater amount determined in accordance with the provisions of **Clause b)** of 'Claims – basis of settlement' (above) has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under **Section 8** the Qualified Valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
 - (a) the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - (b) any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of Loss or Damage;
 - (c) architects fees, surveyors' fees and any other professional fees;
 - (d) legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts;
 - (e) fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Section 8** may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be

binding and who will at the same time decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Evacuation Costs

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Section 9 - Government audit costs and legal expenses

Section 9 - Part A: Government audit costs

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.
We will not pay more than the Sum Insured for:
 - (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
 - (b) all Audits notified to You in any one Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.



Exclusions - what We do not cover

1. We will not pay for Professional Fees:
 - (a) if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - (i) received any notice of a proposed Audit;
 - (ii) had information that an Audit was likely to take place;
 - (iii) had information that would indicate to a reasonable person that an Audit was likely to take place.
 - (b) if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - (i) at all;
 - (ii) properly;
 - (iii) by the due date.
 - (c) for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:

- (i) any act or omission by You; or
 - (ii) any failure, act or omission arising from or in connection with Your statutory obligations.
- (d) charged by someone other than a Professional Adviser unless We have given Our prior written consent.
- (e) relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - (i) during the Period of Insurance; or
 - (ii) not more than twelve (12) months prior to the original inception date of **Section 9**;
 or relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.
- (f) relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
- (g) to the extent We are prejudiced by You breaching any conditions in this Policy, including if you fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.

2. We will not under any circumstances pay for the cost of:
 - (a) any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.
 - (b) any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.
 - (c) the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Special conditions

1. You must:
 - (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
 - (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;

- (c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person.
- (d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit commences:

- (a) at the time You first receive notice that an Auditor proposes to conduct an Audit; and
- (b) is completed when:
 - (i) the Auditor has given written notice to that effect; or
 - (ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - (iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability

Section 9 - Part B: Appeal expenses - health and safety breaches

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

- (a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- (b) a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.



We will not pay:

- i. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period;
- ii. more than the Sum Insured for **Part B** for:
 - any notice or determination first made or first brought against You during the Period of Insurance

including any such notice or determination not finalised until a subsequent Period of Insurance;

- *all notices and determinations first notified or made in any one Period of Insurance.*

The improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Section 9 - Part C: Legal defence expenses

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

- (a) in connection with the conduct of Your ordinary Business and affairs;
- (b) under the *Competition and Consumer Act 2010* or under any other Consumer Protection Legislation;
- (c) arising out of any dispute with an employee, former employee or prospective employee:
 - (i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - (ii) leading to civil or criminal proceedings under any Race Relations, Sexual Discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under Special Condition 1 are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.



We will not pay:

- (a) unless:
 - (i) any such claim is first made or first brought against You during the Period of Insurance;

- (ii) You report it to Us during the Period of Insurance;
- (iii) We agree there are reasonable grounds for the defence of any such claim.

(b) more than the Sum Insured for **Part C** for:

- (i) any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;
- (ii) all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.

Excess and Contribution

For each and every claim made or brought against You, You must pay:

- (a) by way of Excess - the amount shown on the Schedule; plus
- (b) by way of Contribution - the percentage shown on the Schedule.

Examples based on
a Sum Insured of
\$50,000:

	(1)	(2)	(3)
Cost of Legal Defence Expenses	\$20,000	\$50,000	\$80,000
less Your Excess (e.g. \$10,000)	\$10,000	\$10,000	\$10,000
Net fees after the deduction of the Excess	\$10,000	\$40,000	\$70,000
less Your Contribution (e.g. 10% of the net fees)	\$1,000	\$4,000	\$7,000
Amount claimable (Sum Insured limit)	\$9,000	\$36,000	\$50,000



Exclusions - what We do not cover under Part C

1. We will not pay Legal Defence Expenses for any claim:

- (a) that You have defended without Our written consent;
- (b) that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;
- (c) arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of **Section 2** (Liability to others) and **Section 6** (Office Bearers Liability) or

would have been provided if **Section 2** and **Section 6** had been selected by You and shown on the Schedule;

- (d) arising from circumstances that You knew of prior to the inception of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;
- (e) arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
- (f) between You and Us including Our Directors, employees or servants;
- (g) that involves a conflict of duty or interest of Yours;
- (h) made or threatened or in any way intimated on or before the inception date shown on the Schedule, except as otherwise provided by Special Condition 4;

2. We will not pay for:

- (a) the cost of litigation or proceedings initiated by You;
- (b) the payment of any compensation or damages of any kind and
- (c) Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.

Special conditions that apply to Part C

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- (a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or
- (b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other

communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. Information to be given to the appointed representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. Jurisdiction

Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

6. Nomination of appointed representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests.

In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We

may reduce or deny Your claim to the extent We are prejudiced by Your delay.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the appointed representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of legal defence expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. Subrogation

In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Contribution

means the proportion of Legal Expenses incurred above the Excess which is payable by You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

- (a) fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;
- (b) legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

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

Professional Fees

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

- (a) form part of an annual or fixed fee or cost arrangement; or
- (b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- (c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- (d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Section 10 - Lot Owners' Fixtures and Improvements

What We cover

When You have exhausted Your Sum Insured under **Part A** of **Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

- (a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and
- (b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

Claims - basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) The necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) If You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- (c) Where materials used in the original construction are not readily available We will use the nearest equivalent available;
- (d) When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

- (i) replace undamaged Lot Owners' Fixtures and Improvements;
- (ii) replace or repair illegal Installations.

Section 11 - Loss of Lot market value

What We cover

If during the Period of Insurance Your Insured Property suffers Loss by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority We will if the Loss results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or
- (b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

- (i) the Market Value of the Lot(s) immediately prior to the happening of Loss;
- and
- (ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:
 - the Sum Insured for **Section 1** on the basis of Agreed Value; and
 - the Market Value of the Strata Community land following Loss.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for **Section 11**.

Example 1 – All Lots titles are terminated:

Market Value of all Lots prior to loss occurring	\$10,000,000
less Sum Insured payout under Section 1	\$7,000,000
less sale/value of land	\$2,000,000
net loss of Market Value	\$1,000,000
Amount recoverable if the Sum Insured under Section 11 is:	
a) \$1,000,000 or greater	\$1,000,000
b) \$500,000	\$500,000

Example 2 – One Lot title is terminated:

Market Value of the individual Lots prior to loss occurring	\$1,000,000
less Lot entitlement to Section 1	\$700,000
less Lot entitlement to sale/value of land	\$200,000
net loss of Market Value	\$100,000
Amount recoverable if the Sum Insured under Section 11 is:	
a) \$1,000,000 or greater	\$100,000
b) \$500,000	\$100,000

Special conditions

1. Following Loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
 - (i) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss; and
 - (ii) the Market Value of Your land after Loss.

These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.

2. Any differences relating to such valuations may by agreement between us be referred to the President of either the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

- (a) Your land and/or common property, and
- (b) each Lot forming part thereof.



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T 1300 SCINSURE (1300 724 678)

E myenquiry@scinsure.com.au



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COMMUNITY
ASSOCIATION

STRATA COMMUNITY INSURANCE – STRATA:

- LOSS OR DAMAGE COVER
- VOLUNTARY WORKERS COVER

Target Market Determination (TMD)

Effective Date: 5 October 2021

About this document

This TMD applies to the **loss or damage cover** and **voluntary workers cover** described in the Product Disclosure Statements listed in Appendix 1 (**PDSs**) that have been issued by Allianz Australia Insurance Limited ABN 15 000 122 850, AFS Licence No. 234708 (the **Issuer**) through its underwriting agent Strata Community Insurance Agencies Pty Limited ABN 72 165 914 009, AFS Licence No. 457787 (**Strata Community Insurance**).

The purpose of this TMD is to describe the class of customers for which the products described in the PDSs have been designed, having regard to the likely needs, objectives and financial situation of that class of customers. Examples used in this TMD are illustrative only, and are not intended to be exhaustive.

This TMD is not intended to provide any financial product advice, and does not consider any individual customer's personal needs, objectives or financial situation.

This TMD does not replace the terms and conditions, and disclosures made, in the PDSs. A customer should refer to the applicable PDS before making a decision about a product.

A customer may fall within the target market described in this TMD, but may not meet the Issuer's underwriting criteria on application.

For further information on the Issuer's approach to the distribution and development of products for appropriate target markets, go to <https://www.allianz.com.au>.

A. Target Market

Product description (including key attributes)

Main cover(s):	Loss or damage cover:	Voluntary workers cover:
	This cover provides financial protection for the cost of the repair, reinstatement or replacement of Buildings and Common Area Contents (as described in the PDS), for the owner(s) of property within a Strata Title Scheme, Unit Title Scheme, Community Title Scheme, Company Title, 'build-to-rent' type property, or similar (a Scheme), including property intended to operate or be registered as a Scheme, if damaged or destroyed by a sudden and accidental occurrence.	This cover provides certain compensation payments to voluntary workers whilst engaged in voluntary work or duties on behalf of the insured if they die, or suffer certain defined Events (as described in the PDS). Voluntary workers cover is separate to any cover available under general legal liability cover for personal injury or any applicable state or territory workers compensation legislation. It can only be purchased with loss or damage cover.
Optional cover(s):	If applicable, optional cover(s) may be added to the loss or damage cover by a customer, such as: Flood cover – extends the insured events under loss or damage cover to include flood. This optional cover is subject to a Sum Insured monetary limit (as set out in the Policy Schedule) and additional underwriting criteria. Catastrophe cover – if the events leading to a claim under loss or damage cover are sudden and widespread, cause substantial damage to property over a large area, result in the Insurance Council of Australia issuing a catastrophe code, and the Sum Insured under the loss or damage cover has been fully exhausted, the catastrophe cover will cover the unforeseen increases in rebuilding, replacing or repairing the insured property up to the dollar amount set out in the Policy Schedule and provides additional covers for rent, temporary accommodation, removal and storage, and evacuation costs in such circumstances. Loss of lot market value – covers the reduction in market value following a total loss, constructive total loss or partial loss of the insured property when permission to rebuild is limited or restricted by any public or statutory authority that results in all or some lot titles being terminated. These and other optional covers are subject to the terms and conditions, limitations and exclusions set out in the PDS.	
Key eligibility criteria:	Insured: - is the body corporate or owner of, or those with an insurable interest in, a Scheme or property intended to operate or be registered as a Scheme. Building: - is located in Australia and in a location accepted by the Issuer; - is made of materials acceptable to the Issuer; - is well-maintained, watertight, structurally sound and secure; and - has a level of permanent occupancy accepted by the Issuer.	
Key exclusions:	Loss or damage cover: The loss or damage cover has specific exclusions, including: (a) loss or damage to property that does not form part of the Building or Common Area Contents (as described in the PDS); and (b) loss or damage arising directly or indirectly from: - flood (unless covered under optional flood cover); - tidal wave or actions of the sea and high water (unless caused by a tsunami); - erosion, subsidence, earth movement or collapse (unless caused by an earthquake or seismological disturbance or a flood if covered under the optional flood cover); - wear and tear, or inherent vice or latent defect; and - mechanical, hydraulic, electrical or electronic breakdown, failure or malfunction unless covered by the fusion/damage to electric motors benefit. See also Limitations and Ineligible Customers below.	

Voluntary workers cover:

The voluntary workers cover has specific coverage limitations and exclusions, including:

(a) at the time of the bodily injury, the voluntary worker was:

- under 12 years of age;
- not a person engaged solely in work or duties on behalf of the insured for no reward or remuneration; or
- under the influence of drugs (unless taken under direction of a medical practitioner) or alcohol.

(b) bodily injury to a voluntary worker in connection with:

- childbirth or pregnancy complications including miscarriage – even where accelerated or induced by the bodily injury sustained;
- suicide or intentional self-injury;
- where the defined Events (as described in the PDS) occur 12 months or more after the bodily injury was sustained; or
- illness.

(c) claims relating to:

- amounts the voluntary worker could recover under a Medicare benefit or payable by a registered health insurer; or
- benefits, fees or charges not permitted to be paid by the Issuer by law.

See also Limitations and Ineligible Customers below.

Limitations:

Loss or damage cover:

Sum Insured – claims in relation to the repair, reinstatement or replacement of insured property are subject to an applicable Sum Insured limit (as set out in the Policy Schedule).

Fulfilment options – claims may be fulfilled either by repair, reinstatement or replacement (as described in the PDS). The quantum of any claim for repair, reinstatement or replacement of the insured property may include a consideration of other factors, as set out in the PDS.

Other claims limitations and conditions are specified in the PDS and Policy Schedule.

Voluntary workers cover:

Payments to any one person under the voluntary workers cover are subject to individual limits for each defined Event and aggregate limits if a claim is made for more than one defined Event (as set out in the PDS).

Claims are subject to the limitations and conditions specified in the PDS.

Excess:

Claims are subject to the payment of premium and excess as specified in the PDS and Policy Schedule.

Other key terms:

Loss or damage cover:

Loss of rent – if a lot or common area has been leased out, or it can be substantiated by means of a signed agreement that the lot or common area would have been leased out, and the lot or common area cannot be occupied for its intended purpose as a result of loss or damage admitted as a claim under the loss or damage cover, the loss or damage cover will pay rent that is lost, subject to the monetary limit set out in the Policy Schedule and restrictions described in the PDS.

Emergency/temporary accommodation – may be available if a lot is made unfit to be occupied for its intended purpose due to loss or damage admitted as a claim under the loss or damage cover or where reasonable access or occupancy is prevented by loss or damage claimable under the loss or damage cover happening to other property in the immediate vicinity.

Fixtures and improvements – cover is provided (subject to the monetary limit set out in the Policy Schedule and the preconditions for cover set out in the PDS) for loss or damage to fixtures or structural improvements installed by a lot owner for their exclusive use and which is permanently attached to or fixed to the Building (as described in the PDS) so as to become legally part of it, including any improvements made to an existing fixture or structure, caused by an event claimable under the loss or damage cover.

Additional Benefits – a number of additional benefits are included in the loss or damage cover. For example: removal of debris, key and lock replacement, and removal and storage costs. These additional benefits are generally subject to specified monetary limits.

Voluntary workers cover:

Medical Treatment – following a bodily injury, the voluntary worker must undertake and follow treatment recommended by a qualified medical practitioner as soon as possible.

Post-mortem – in connection with a claim for death, a post-mortem examination of the voluntary worker may be deemed necessary (at the cost of the Issuer).

Likely needs, objectives and financial situation

Loss or damage cover is designed for:

 	Likely needs and objectives The body corporate or owner(s) of, or those with an insurable interest in, a Scheme or property intended to operate or be registered as a Scheme that require financial protection for accidental loss or damage to: - the Building(s) (as defined in the PDS); and - the Common Area Contents (as defined in the PDS).	Likely financial situation The body corporate or owner(s) of, or those with an insurable interest in, a Scheme or property intended to operate or be registered as a Scheme, who have financial capacity to pay premiums (which may vary from time to time) in accordance with the chosen premium structure.
	Based on our assessment of the key terms, features and attributes, the loss or damage cover is likely to be consistent with the needs, objectives and financial situation of customers in the target market.	

Voluntary workers cover is designed for:

 	Likely needs and objectives The body corporate or owner(s) of, or those with an insurable interest in, a Scheme or property intended to operate or be registered as a Scheme, that: (a) do or may engage volunteers to undertake work or duties on their behalf; and (b) want to provide cover for certain compensation payments for voluntary workers if they die, or sustain bodily injury whilst engaged in voluntary work.	Likely financial situation The body corporate or owner(s) of, or those with an insurable interest in, a Scheme or property including property intended to operate or be registered as a Scheme, that are able to pay premiums (which may vary from time to time) in accordance with the chosen premium structure.
	Based on our assessment of the key terms, features and attributes, the voluntary workers cover is likely to be consistent with the needs, objectives and financial situation of customers in the target market.	

B. Ineligible Customers

Loss or damage cover is not designed for persons:



- who are not the body corporate or owner(s) of, or those with an insurable interest in, Building(s) within a Scheme or property intended to operate or be registered as a Scheme;
- where the Building(s) are not:
 - o within a Scheme or property intended to operate or be registered as a Scheme;
 - o permanently occupied to the level required by the Issuer as part of the Application Process;
 - o well-maintained, structurally sound or secure;
 - o located in Australia or in a location accepted by the Issuer;
 - o made of materials acceptable to the Issuer.

Voluntary workers cover is not designed for persons:



- that do not have loss or damage cover; or
- that do not or will not engage voluntary workers within a Scheme or property intended to operate or be registered as a Scheme.

C. Distribution

Distribution channels

Products under this TMD may be distributed through any of the following means:

- online through relevant websites
- other third party distributors and brokers
- general advice or personal advice model

All of these channels are monitored by Strata Community Insurance (on behalf of the Issuer) and staffed by persons who have been trained in the distribution of the Products covered by this TMD and the Application Process.

Products under this TMD can only be issued to customers that are eligible for that cover in accordance with the application and/or renewal criteria that has been approved in writing by the Issuer and which complies with the law (**Application Process**).

The Application Process has been tailored to identify the Target Market described in this TMD as part of the eligibility criteria for the Products covered by this TMD, and the use of the Application Process would make it more likely that a Product covered by this TMD will be acquired by persons in the Target Market.

Products under this TMD can be distributed either directly by Strata Community Insurance or by distributors approved by Strata Community Insurance as agent for the Issuer (**Approved Distributors**). Approved Distributors and their systems and processes are assessed and monitored by Strata Community Insurance (on behalf of the Issuer), such that it is therefore more likely that Approved Distributors will comply with the terms of this TMD.

Distribution information

The Issuer requires the following information in relation to their distribution of products covered by this TMD to be provided by:

- (a) Strata Community Insurance to the Issuer; and
- (b) any insurance brokers to Strata Community Insurance (as agent of the Issuer)

Complaints	all complaints in relation to this TMD on a quarterly basis to the Issuer unless the Issuer has requested reporting on a more frequent basis. This will include written details of the complaints.
Sales data	reporting of relevant sales and customer data in relation to this TMD on a quarterly basis to the Issuer unless the Issuer has requested reporting on a more frequent basis.
Significant dealings	notification if they become aware of a significant dealing in relation to this TMD that is inconsistent with this TMD within 10 business days.

Other

In addition to the distribution conditions, restrictions and information set out above, the Issuer may include other conditions, restrictions and information on the distribution of products under this TMD.

Any additional conditions and restrictions will be notified (in writing) to an Approved Distributor.

TMD reviews

This TMD shall be reviewed as follows:

First review	Within 12 months from the date of this TMD.
Subsequent reviews	At least every three years after the end of the previous review.
Review triggers	Where an event or circumstance is identified by us or is notified to us that would reasonably suggest the TMD is no longer appropriate. This may include (but is not limited to): • a material change to the design or distribution of a product, including material changes to policy documentation or the PDS; • a material alteration to acceptance criteria or underwriting criteria, and the Application Process; • identified systemic issues in the product or the distribution of the product; • relevant material external events such as relevant litigation or adverse media coverage; • relevant feedback, information or notification received from a distributor, regulator such as ASIC or APRA or other interested parties; • significant changes in metrics. These include sales, policy cancellations, lapses in renewals, claims, complaints and loss ratios; and • any significant dealings that are inconsistent with the TMD, to the extent these events or circumstances reasonably suggest the TMD is no longer appropriate.

Appendix

This TMD applies to the **building and common area contents cover** and the **voluntary workers cover** described in the Product Disclosure Statements (**PDSs**) listed below and any related Supplementary Product Disclosure Statements:

- Strata Community Insurance Commercial Strata SCI034-Policy-CS-PPW
- Strata Community Insurance Residential Strata SCI034-Policy-RS-PPW