

3 July 2013

Dear Owner,

**Owners Corporation PS 634505H, 227 Toorak Road, South Yarra**

Congratulations on your recent property purchase and welcome to Ilk South Yarra.

As the appointed Owners Corporation Managers of the development we welcome you as an Owners Corporation Member and to provide valuable information for owners and residents.

"Ilk" will be 'home' to those who live there. For some this means a long-term commitment to owning and living in a valuable asset, to others it is a short-term place of residence. It is your responsibility to respect the rights of your neighbours.

The information contained within this document has been compiled by Engine Property Group to help you enjoy the experience of living at this property, whilst at the same time assisting you in avoiding unnecessary problems, costs or inconvenience to yourself or others.

You will note that the Rules of the Owners Corporation (attached) were established prior to settlement. These Rules have been passed as required by Law and are legally binding on all Residents.

Please take the time to read the information within this document which will assist you in maintaining a harmonious living environment for everyone at Ilk.

We have also attached several documents and forms to assist you in complying with your statutory obligations to the Owners Corporations Act 2006 and Owners Corporations Regulations 2007.

We hope you enjoy living here.

**Documents and forms attached include:**

- Owners Corporation Rules
- Owners Information sheet
- Key/Swipe order form
- Moving Indemnity form & procedure
- Insurance claim Form
- Certificate of Currency (Insurance) request form

## **General Information:**

### **Owners Corporation Manager**

The Owners Corporation Manager is: Galina Roy  
The Managers office is situated at:  
Suite 201, 126 Wellington Parade, East Melbourne  
Our office hours are: 9am-5pm Monday to Friday  
Phone: 9235 9900

### **Building Manager Contact Information**

The Resident Building Manager is: John Disisto Phone: **0499 400 620**

Email: [manager@ilk.net.au](mailto:manager@ilk.net.au)

### **The Owners Corporation**

Owners Corporation means a body corporate, which is incorporated by registration of a plan of subdivision. All lots within your Plan of Subdivision make up your Owners Corporation.

Web: [www.ilk.net.au](http://www.ilk.net.au)

### **Common property**

Common property means land shown as Common property on a plan of subdivision. This is all the area within the Plan of Subdivision, which is not contained within the boundary of a private lot.

The Owners Corporation is responsible for the administration and repairs and maintenance of the Common property.

### **Private property**

Your apartment (Lot) and your car park lot/s, as shown by the boundary on the plan of subdivision are your responsibility to maintain.

### **Moving furniture and goods**

All residents wishing to move furniture into or out of the building must book an appointment to do so with the Building Manager.

Lift covers will be placed in the lift and an indemnity form must be completed. Condition reports will be taken both before and after a move takes place. Any damage to common property caused by resident moves will be charged to the lot.

## **After Hours Contact**



Building managers hours are from 7:30am to 4:30pm Monday to Friday. Calls outside of these hours are accepted in the event of an emergency being defined as threat to life or building. Please be understanding that the building manager is also a resident and respect their out of hours' time.

Email communications are preferred outside of nominal working hours.

Any fees incurred by trades, call outs or emergency services that are due to issues in a private lot will be recovered from that lot.

## **Owners Corporation Fees**

Fee notices are issued to all Lot owners on a quarterly basis and are due and payable on the first day of August, November, February and May of each year.

Notices are issued 28 days prior to the due date; please contact this office if you do not receive your notice prior to the due date.

## **Late Levies & Penalty Interest**

Non-payment of fees by the due date will result in penalty interest and late levies being applied to the owners account.

## **Annual General Meeting**

Annual General Meetings will be held approximately 3 months after the end of the financial year of the property,

Financial year for the property is 01.08.2013 – 31.07.2014 (dates remain the same each year)

## **Owners Corporation Committee**

The Owners Corporation Committee is elected at the Annual General meeting and remains in office until the following AGM when all positions become vacant and a new Committee is elected.

An Owners Corporation Committee consists of 3-12 members

Your Committee will need to elect a Chairman and Secretary.

*Note:*

To enable your Owners Corporation to make decisions, it is our intention to call a Special General meeting within the first few months after Initial settlements have taken place, to elect an Owners Corporation Committee.

Notices of meeting will be issued atleast 14 day prior to the meeting.

Common property defects and repairs and maintenance items should be reported to the building manager.

### Address of Owners

*A lot owner who acquires a lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.*

To assist us in keeping your details up to date we request that you complete the attached form to record any changes to your mailing address, property manager details and contact phone numbers.

This is particularly important in regard to the correct mailing address for fee notices and in the case of emergency.

### Tenanted Properties

If you intend to rent your property, we ask that you complete and forward the owners update form to this office.

We will record your property manager's details as the point of contact for any building matters that may arise.

You must ensure that your tenant is aware of their obligation to comply with the rules of the development, please ensure that your property manager provides a copy of the rules to all new tenants when the tenancy agreement is signed.

### Owners Corporation Rules

All Owners, Residents and Visitors to the property are bound by the Owners Corporation rules; we ask that Owners ensure that Tenants are provided with a copy of the rules once they take up residency at the property.

### Breach of Rules

Breach of owners corporation rules are taken seriously, all residents and guests must comply with the rules of the Owners Corporation.

Complaints regarding breach of rules must be received in writing, together with all supporting evidence including but not limited to, photographs, dates times and police reports.

Only valid Complaints will be actioned by the Manager.  
Continued breaches and failure to rectify may become subject to Dispute resolution.

Residents who breach the rules will be issued with a notice to rectify the breach.

Managing agents and owners will also be advised in the case of tenant breaches.



Complaints must be mailed to:

**The Manager OC: 634505H  
Engine Property Group  
PO Box 589  
East Melbourne Vic 8002**

### **Insurance**

The building, common property, fixtures and fittings are insured under the Strata Insurance Policy.

Owners must arrange their own contents and landlords insurance if the property is tenanted.

Certificates of currency can be obtained by contacting Honan Insurance Brokers, a fee is payable by the applicant.

All Insurance claims are subject to acceptance by the Insurer

All claims are subject to an excess

GST is non refundable on Insurance claims

### **Insurance Excesses**

Insurance excesses are to be paid as follows:

Private Lot Insurance Repair - Excess is paid by the effected Lot Holder.

Common Property Insurance Repair - Excess is paid by the effected Owners Corporation.

### **Owners Corporation Certificates**

All properties in an Owners Corporation are required by law to include an Owners Corporation Certificate for each Owners Corporation within the Section 32 sale document.

Certificates may be applied for via the Manager for a Cost of \$150 ea (10 bus day delivery)

### **Ordering Keys/Swipes/Remotes**

The Owner of the lot or the Authorised-managing agent may only order access devices.

A key order form is attached to this notice and additional forms are available from the Building Manager or the Owners Corporation Manager.

## Electricity & Water

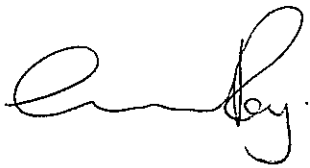
Meter numbers can be obtained from the Building Manager.

## Further Information

Further general information regarding living in an Owners Corporation can be found on Consumer Affairs Victoria's website

[www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

Engine Property Group look forward to meeting your Owners Corporation requirements both now and in the future.



Galina Roy  
**Owners Corporation Manager**

# Guidelines for Residents Moving in or Vacating

## DEFINITIONS

A **move** is deemed to be where furniture or boxes are transferred to or from a place of occupancy. Controlled access and protective measures are required to protect common property against damage and unauthorised entry. All goods shall enter and exit the building via the basement, & or service corridor.

A **delivery** of goods is deemed to be one-off in nature, where the delivery is of one or two items. The delivered goods are to be transferred, under the supervision of an occupier or a designated person, through the basement. Protective measures may not be required, please check with building management. The occupier is responsible for inward deliveries through the basement.

The **path of travel** for moves or deliveries is a designated path allowing for the orderly and efficient transfer of goods through the building. The Manager shall demonstrate the path of travel through the basement to or from the place of occupancy to those parties involved.

An **indemnity form** is to be completed prior to commencement of a move and/or delivery. This form shall protect and identify parties when damage occurs in common property during a move. The Owners Corporation reserves the right to recover costs of repairs.

**Storage Facilities** assigned to private lots are deemed to be an extension of that lot and therefore private property. Security of goods within these storage areas is the sole responsibility of the owner or occupier.

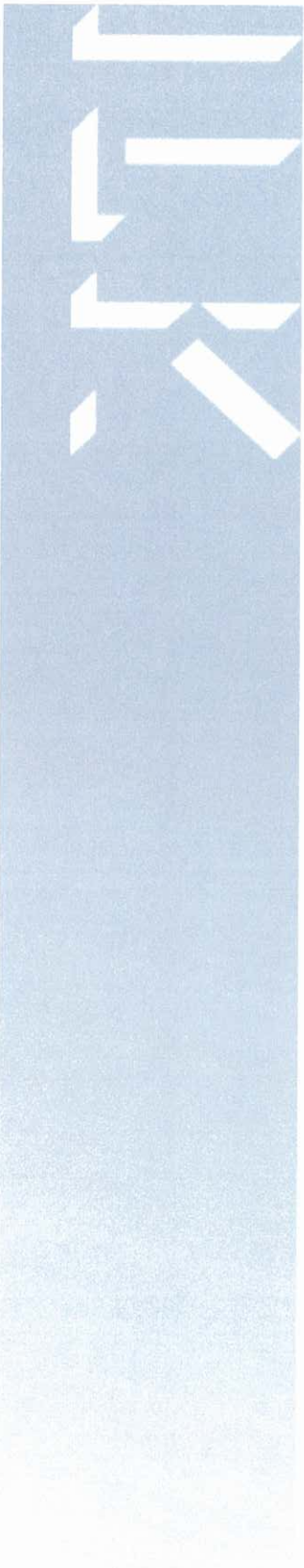
A **Risk Assessment** for moves is the occupier or their nominated party ensuring that their methods for moving are safe.

**Shared Pedestrian Areas** are areas where both pedestrian access and vehicle access co exist. It is highly important for all parties to be aware of and be safe when using these areas to avoid injury.

**Basement Car Park height** is the maximum height of entry of any vehicle and or delivery that must not be exceeded. The maximum height for Ilk is **2.1m** for any vehicle accessing the following car park levels; Ground, Basement 1 or Basement 3. For moving vehicles and deliveries the maximum height of entry is **3.4m** and access at this height is only available via **Basement 2**. Path of Travel to unloading zone is as directed by the Manager or nominated representative. Height bar advisements must be adhered to at all times.

**Distance from Rear Entry Gate (Almeida Crescent) to lifts** needs to be assessed when moving goods to ensure parties understand distances required to move items and safe paths of travel.

Street entry to lift foyer 1	26 m
Street entry to lift foyer 2	59 m





**Lift Dimensions** need to be assessed when moving goods to ensure they will be able to be moved with no damage to the lift car. Dimensions of lifts are below:

227 Toorak Road South Low Rise Tower Lift		229 Toorak Road North High Rise Tower Lift	
Door Width	1.1m	Door Width	1.1m
Car internal height	2.4m	Car internal height	2.4m
Car internal width	1.4m	Car internal width	1.4m
Car internal depth	2.0m	Car internal depth	2.0m

## GUIDELINES

It is a firm requirement that a move be booked and confirmed with the onsite manager prior to making any move arrangements.

- a) After confirmation of settlement and prior to your occupancy date, you must contact the Manager to arrange a booking time for your move. The Manager can be contacted on 0499 400 620, [manager@ilk.net.au](mailto:manager@ilk.net.au) or via the Ilk residents web site [www.ilk.net.au](http://www.ilk.net.au)
- b) Please note that to accommodate settlements there are alternate move in routines and availabilities. Please refer to the attached Appendix document, which outlines this information.
- c) Moves are permitted Monday – Friday between **9am and 4pm**. To move in a booking must be made with the Manager.

**Moves shall not be permitted unless the Manager has confirmed a booking.** It is advisable to book in advance and consider allowing at least 2 working days.

**Moves are not permitted on Saturdays, Sundays or public holidays at any time; subject to clause c).**

- d) **All deliveries shall enter the building via the basement level 2 car park** (entry from Almeida Crescent). Deliveries may be approved on Saturdays between 9.00am - 12.00pm, with prior arrangement and approval from the Manager.
- e) Moving vehicles must enter via the basement car park and park as designated or directed by the Manager.
- f) Items are to be unloaded and stacked as directed by the Manager and then, once available, moved to the advised lift for delivery to the apartment.
- g) The Manager shall explain access details and arrange to meet all parties at the building point of access.
- h) The Occupier shall provide the Manager with a copy of the removalist's **Public Liability Insurance Policy** prior to commencement of the move; it is recommended the occupier request this information when booking a removalist. This may be emailed through to the Manager; email address [manager@ilk.net.au](mailto:manager@ilk.net.au). It is the occupier's responsibility to ensure these details are provided. ***This is a Public Liability risk issue - insurance protects all parties.***



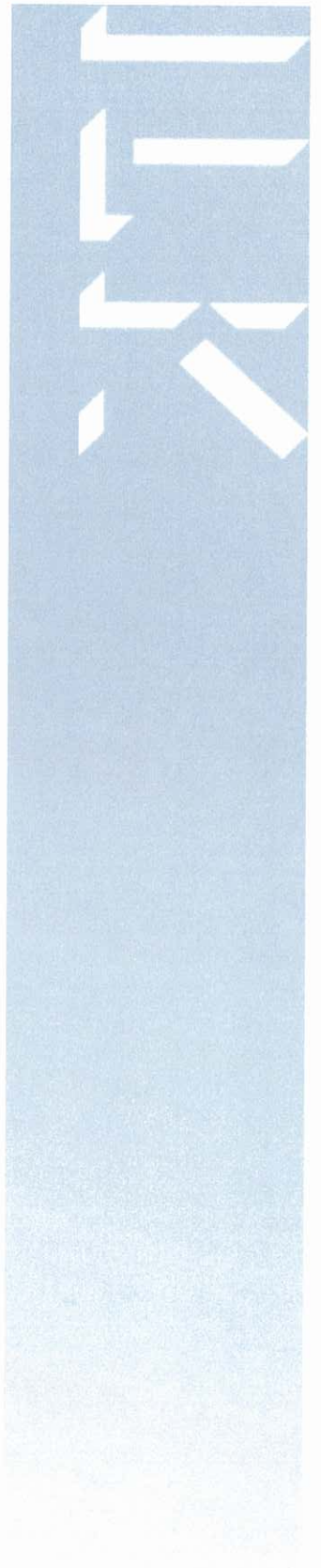
- i) The Manager shall request the occupier complete and sign an **Indemnity Form** prior to the move commencing; this is a procedural requirement to assist the Owners Corporation to identify and recover costs due to accidental damage.
- j) Vehicles must not obstruct the car park entry and must be parked in an approved areas; the Manager can assist in this matter.
- k) Furniture or goods on trolleys **must not** be brought through the entrance foyers. All goods are to be moved via the basement level two car park. Furniture may only be moved into a lift when the protective covers are fitted.
- l) To facilitate loading and unloading of the furniture etc. to and from the lifts, the Manager shall lock out one lift for use of the move.
- m) Furniture or goods must not be stacked or placed against the lift doors, or common area walls.
- n) Please encourage your Removalist to take cardboard boxes and packaging away with them. Due to the amount of waste generated from a move, the occupier shall be responsible for the correct disposal of such waste. Any cleaning or removal costs burdened by the Owners Corporation for removal of such waste will be recovered from the lot owner.
- o) The Manager shall sign off the completed Indemnity Form and file for information.

**Occupiers are encouraged to obtain quotes from their removalist.** Occupiers are encouraged to provide the removalist with the Manager's details for consultation on building specific requirements.

Please note that your apartment may contain natural timber and or tiled flooring, due care should be taken when moving furniture to prevent damage.

We advise that these guidelines are for the benefit of all occupiers; we request all parties respect and abide by these guidelines. We also request that if you intend to rent out your property, that your Real Estate Agent is given a copy for future tenants.

**The Owners Corporation shall take appropriate action against any identified party in breach of these guidelines.**



# Addendum for Residents Moving in or Vacating - Settlement

## Special Conditions for Settlement

Due to the high expectation of moves required upon settlement there will be move allocations made available at the below times for a period of 3 calendar months from date of initial settlements:

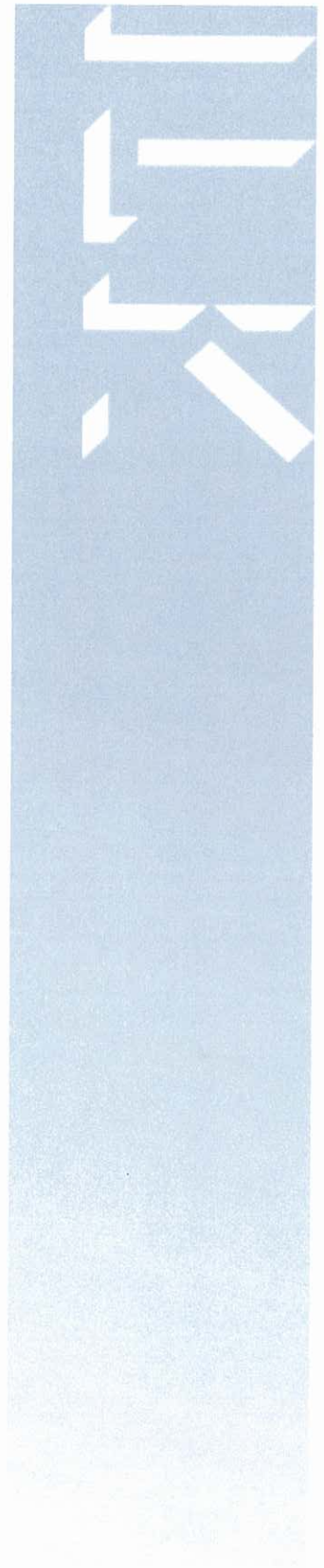
- Monday to Thursday, 8am to 7pm
- Friday, 8am to 4:30pm
- Saturday, 8am to 4:30pm

A move will need to be booked in advance as far as possible to allow us to best accommodate a move time that is agreeable.

During this high volume period deliveries will as best as possible be facilitated between move bookings. Staff will in all events attempt to assist with all deliveries but no guarantees can be made unless a booking is made and confirmed.

To assist all in the management of this process can all residents please ensure -

- Any changes or issues with moves are advised to the manager
- All rubbish or recycling is disposed of in the refuse chutes or recycle bins provided and not left in common areas
- Removalist's or parties conducting a move adhere to direction from the manager at all times





# RELEASE AND INDEMNITY FORM

This indemnity form is positioned to protect & indemnify parties

## 1. Acknowledgement

I acknowledge that:

- (a) I have read the contents of this document and I understand the meaning and effect of its provisions.
- (b) I have engaged .....to move my goods & or furniture.
- (c) I have been provided a copy of the Removalist Public Liability Insurance Policy.
- (d) Lift Protective Coverings are in position. All Parties have been instructed on the necessary use and precautions to ensure the safety of users and protection of common property against damages.
- (e) I have been instructed and shown the correct path of travel for the move.
- (f) I have walked the path of travel, areas of damage & or defects have been recorded below.
- (g) I accept any consequential resulting damages arising from the move shall be repaired at my cost.
- (h) I shall inform the Owners Corporation representative when the move is complete & the lift can be returned to service and site secured.
- (i) I shall make myself available for a final inspection of the path of travel to record resulting damage to common property.
- (j) I accept that should there be an event of injury & or damage(s), this event will be investigated by either WorkSafe & or an Owners Corporation representative.
- (k) I understand and accept that the signing of this document does not diminish any parties' rights under common law.

## 2. Disclaimer

**I acknowledge that neither the Owners Corporation nor the Owners Corporation Representative accepts responsibility for:**

- (a) The safety & health of persons engaged in my move or security of property.
- (b) Resulting damages from my move.

## 3. Assumption of Risk

I voluntarily accept all risks of injury and or damage(s) that may occur as a direct or indirect consequence of or in connection with the moving of my property.

## 4. Release

I release the Owners Corporation, its representatives from responsibility or liability for Injury and or damage that may occur directly or indirectly as a consequence of, or in connection with the moving of my property.

## 5. Indemnity

I undertake to indemnify the Owners Corporation and representatives against all loss and expense incurred, directly or indirectly, as the result of a claim made by any party at all because of injury to any person & or damages to property in connection with the moving of my property.

I, the occupier sign this document; this document will be filed for reference by the Owners Corporation.

**Defects & or Damage(s) record.**

**Inspection record prior to commencement:**

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

**Inspection on completion, lift covers down:**

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

**Inspection Sign Off:**

Occupiers Name -	
Occupiers Contact Number -	
Occupiers Lot/Apartment Number -	
Occupiers Signature -	
Manager / Representatives Name -	
Manager / Representatives Signature -	
Date:	