

MAJOR RENOVATIONS DEED
TWENTY MACLEAY STREET LTD
A.C.N. 000 224 340

THIS MAJOR RENOVATIONS DEED is between:

TWENTY MACLEAY STREET LTD A.C.N. 000 224 340 of 20 Macleay Street, Potts Point NSW 2011
(the Company)

AND

[insert name of MEMBER] (the Member).

BACKGROUND

- A. The Member wishes to carry out the Works.
- B. The Member cannot carry out the Works unless the Company grants consent.
- C. The Company grants consent on the terms set out in the Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 Definitions

In this Deed the following terms have the following meanings:

- 1.1.1 **Administrative Fee** means the non-refundable amount of \$350 payable by the Member;
- 1.1.2 **Bond** means the bond being an amount of 10% of the total value of the Works or an amount determined by the Board of Directors, made payable to the Company by way of an electronic funds transfer into the Company's trust account.
- 1.1.3 **Company** means TWENTY MACLEAY STREET LTD;
- 1.1.4 **Deed** means this Deed;
- 1.1.5 **Development Approval** means the approval given by the **[insert name of Council]** to the Member pursuant to the application numbered **[insert number]**;
- 1.1.6 **Member** means **[insert name of Member]**;
- 1.1.7 **Work Obligations** means the obligations contained in Schedule 1 to this Deed;
- 1.1.8 **Works** means the:
 - (a) works described in the Development Consent attached and marked as **Annexure SA-1** to this Deed, or
 - (b) If there is no Development Consent then the works described in the plans, specifications and drawings attached and marked as **Annexure SA-1** to this Deed.

2. CONSENT

- 2.1 The Company grants consent to the Member carrying out the Works on the terms set out in this Deed.

3. CONDITIONS PRECEDENT

- 3.1 The Consent granted under clause 2 is subject to, and will not be given, unless and until each of the following conditions precedent are satisfied:

- 3.1.1 The Member sends to the Company all:

- (a) plans, specifications, and drawings for the Works;
- (b) contractor licence details for each of the tradespersons engaged by the Member to carry out the Works;
- (c) a contract that complies with the *Home Building Act 1989* (NSW) between the Member and the builder for the Works;
- (d) certificates of currency for any public liability and workers compensation insurance policies taken out by the tradespersons or the Member in respect of the Works;
- (e) details containing any other insurance requirements as determined by the Board of Directors;
- (f) the Member agrees to comply with the Company's House Rules and *Apartment Renovation Policy*;
- (g) details concerning changes to electrical, plumbing, television, intercom, and telephone services;
- (h) the Member pays the Bond to the Company, such Bond must be refunded to the Member within ninety (90) days from completion of the Works less any costs incurred by the Company in connection with the carrying out of the Works or as a result of any breach of this Deed; and
- (i) the Member pays the Administrative Fee to the Company.

- 3.1.2 The Member:

- (a) sends a copy of the Work Obligations to all tradespersons engaged by the Member to carry out the Works;
- (b) obtains from those tradespersons a written confirmation that they will comply with the Work Obligations;
- (c) sends that written confirmation to the Company; and
- (d) agrees that he or she will not make any changes to the service shaft or engage in Works that limits access to the service shaft.

- 3.1.3 The Member;

- (a) pays for the Company to engage its ordinary fire safety consultants

to obtain a report on any fire safety implications of the Works; and

- (b) pays for, and agrees to carry out, any works which might reasonably be required to resolve any fire issues identified in that report.

3.1.4 The Company, acting reasonably and in good faith, is satisfied that the:

- (a) plans, specifications and drawings for the Work are not materially different from the Works approved in the Development Approval;
- (b) contractor is qualified to carry out the Works;
- (c) company is covered by, or is listed as an interested party under, the public liability insurance policies taken out by the tradesperson or Member;
- (d) tradespersons have read and confirmed that they will comply with the Work Obligations; and
- (e) the Works either do not raise any fire safety risks which cannot be rectified by the Member taking the action described in clause 3.1.3(a).

3.1.5 The Board of Directors, acting reasonably and in good faith, pass a resolution approving the carrying out of the Works.

3.1.6 The Member obtains, and sends to the Company, a Construction Certificate only if a Development Approval is required for the Works.

3.1.7 The Member obtains, and sends to the Company, evidence that all waterproofing carried out to the wet areas of the Residential Unit complies with the *Home Building Act 1989 (NSW)* by a tradesperson licensed under the *Home Building Act 1989 (NSW)* (if the Works involve waterproofing).

4. OBLIGATIONS OF MEMBER

4.1 The Member must:

- 4.1.1 comply with all of the Work Obligations;
- 4.1.2 take all reasonable steps to cause the tradesperson carrying out the work to comply with the Work Obligations;
- 4.1.3 prior to the Works being commenced, grant the Company or its agent access to the location of the Works to carry out a dilapidation report should it wish in its sole discretion to do so.

5. FINANCE WARRANTY

The Member warrants, both at the time of the signing of this Deed and the time at which the Works are commenced, that the Member has sufficient finance to pay for the whole of the costs of the Work in their personal capacity.

6. INDEMNITY

6.1 The Member must indemnify and keep indemnified the Company and each of its present directors and members against any loss or damage arising from or associated in any way with the Works, including loss or damage associated with:

- 6.1.1 the skill or care with which the Works were carried out;
- 6.1.2 the materials used to carry out the Works;
- 6.1.3 a failure of the Works to comply with the Development Approval;
- 6.1.4 any damage caused to any part of the Company's property during or as a result of the Works; and
- 6.1.5 any damage caused to any part of the Company's property caused by, in connection with or as a result of any structure, fixture or fitting created or installed during the Works.

7. SUCCESSORS IN TITLE

7.1 The Member:

- 7.1.1 agrees that the Company may make any future transfer of the Member's shares in the Company conditional on the transferee assuming the Member's obligations under clauses 6 and 7 of this Deed; and
- 7.1.2 will not object to the Board of Directors passing a resolution in a meeting which has the effect of requiring the Member's successors in title to indemnify the Company for any loss or damage caused by the Works.

8. SEVERANCE

8.1 If a clause or provision of this Deed is void, unenforceable or illegal, it may be severed without affecting the enforceability of the remainder of the Deed.

9. NO WAIVER

9.1 No failure by either party to enforce a provision of this Deed, or to enforce a provision of this Deed in a particular way or to a particular extent, shall be taken to be a waiver by that party of the benefit of that clause or a representation that the party will not rely on it in a particular way in the future.

10. BREACH OF THIS DEED

10.1 If the Member breaches any condition of this Deed and fails to rectify that breach within 7 days of service of a written notice from the Board of Directors requiring rectification of that breach (or such other period as specified in the notice), then the Company may:

- 10.1.1 rectify the breach;
- 10.1.2 enter on any part of the Building, including the Unit, by its agents, employees or contractors for the purposes of rectifying the breach; and

10.1.3 recover as a debt due from the Member the costs of the rectification and the expenses of the Company incurred in recovering those costs including legal costs from the Member on an indemnity basis.

10.2 Nothing in this clause restricts the rights of or the remedies available to the Company as a consequence of a breach of this Deed.

11. ASSIGNMENT

11.1 Except as provided for in clause 7, the rights and obligations of the Member under this Deed are personal and cannot be assigned, discharged, or otherwise dealt with.

12. GOVERNING LAW

12.1 This Deed is governed by the laws in force in New South Wales from time to time. The parties agree to submit to the jurisdiction of the Courts of New South Wales.

13. ENTIRE AGREEMENT

13.1 This Deed is the entire agreement between the parties in relations to its subject matter and supersedes all representations, negotiations, agreements, and communications, whether oral or written, between the parties regarding its subject matter.

14. RELATIONSHIP WITH THE CONSTITUTION

14.1 The rights and obligations in this Deed are additional to, and do not affect or detract from, the rights and obligations of the Company and the Member under the Company's Constitution.

15. ELECTRONIC SIGNING

15.1 The parties may agree to the execution of this Deed by electronic means using an electronic signing service provider.

15.2 If the parties executed this Deed by electronic means, the parties agree that:

15.2.1 This Deed will be deemed to have been properly executed if the parties comply with the protocol of the nominated electronic signing service provider or exchange the deed by way of email;

15.2.2 Execution of this Deed will occur on the earlier of:

(a) The time that the last electronic signature is effected; and

(b) The time that the document is deemed to be executed under the protocol of the nominated electronic signing service provider; and

15.2.3 No party will be entitled to rely on the execution of this Deed by electronic means as a justification not to comply with this Deed.

15.3 The parties agree that they will not take any steps after execution of this Deed to delete evidence of its due execution stored with the nominated electronic signing service provider.

EXECUTED AS A DEED dated

20____

EXECUTED as a deed by **TWENTY MACLEAY STREET LTD** (A.C.N. 000 224 340) by its duly authorised officer(s):

Authorised Officer

Authorised Officer

SIGNED, SEALED AND DELIVERED by **[INDIVIDUAL MEMBER]** in the presence of:

(Signature of witness)

(Name of witness)

[Name of Member]

SCHEDULE 1 – WORK OBLIGATIONS**1 Compliance**

The Works must be carried out in accordance with:

- (a) the Development Approval;
- (b) the Building Code of Australia;
- (c) any applicable law;
- (d) the plans, specifications and drawings submitted to the Board of Directors; and
- (e) this Deed.

2 Amenity

The Works must not be carried out in a way that:

- (a) generates unreasonable or unnecessary noise or dust;
- (b) causes unnecessary damage to any part of the Company's property;
- (c) unnecessarily obstructs access to any part of the Company's property;
- (d) all tradesperson conducting the Works must use the service entrance and refrain from using the main entrance to the Building; and
- (e) is likely to affect the operation of fire safety devices or to reduce the level of fire safety on any part of the Company's property.

3 Hours

The Works must only be carried out between 7:30am and 5:30pm Monday to Friday and 7:30am to 2:00pm on Saturday (not including public holidays). Work is not permitted at any other time. The use of jackhammer/drills and other noise emitting power tools, is restricted from 9am until 3pm from Monday to Friday (not including public holidays).

4 Rubbish

Any rubbish, dirt, dust, waste or other material or discarded item associated with the Works must be removed from the Company's property.

Any rubbish on the common areas must be cleaned immediately so as not to obstruct other residents or cause visual pollution.

5 Notification to Members of the Works

All Members must be notified of the Works one week prior to commencement by placing a written notice on the foyer board. The written Notice must specify the proposed date of commencement and completion of the Works. The written notice must also specify any time periods where there will be excessive noise or other disturbances. Members and Occupants in adjoining Residential Units including the above and below Residential Units must be specifically notified by the Member undertaking the Works.

The Member must provide other Members and Occupants with 24 hours' notice if the Works will cause a disruption to the water supply, electricity supply or other service.

6 Damage

Any damage to any part of the Company's property caused by the Works must immediately be brought to the attention of the Directors, via the Managing Agent.