



## Freshwater Place

### Conditions for Owners Undertaking Alterations and Renovations to their Apartment

#### 1. Scope of Building Works

**Apartment renovation works will fall broadly into 2 categories:**

**Minor Works** – Apartment Refurbishments/refreshments

These works would typically include repainting of apartments, changes to internal cabinetry, floor coverings (carpets, tiles, timber flooring) and window furnishings.

**Major Works**

Major Renovations involving remodelling of the apartment including modification/removal of internal walls, relocation/changes to services including electrical, fire/security systems and plumbing/water services and any modifications to external balconies, walls and building façade including windows.

**Owners of apartments in Freshwater Place are required to adhere to the following conditions when undertaking any renovation works to their apartment.**

These conditions are intended to ensure that renovation works proceed efficiently, protect the integrity of Freshwater Place property and facilities and respect, and balance the needs of owners proceeding with apartment renovations with the needs of all other Freshwater Place residents.

#### 2. Mandatory Requirements for Every Apartments Renovation/Building Works

##### 2.1 Prior Notification of Renovation Works to Building Management

The Owner is required to provide prior notification to Building Management at least 72 hours prior to intended works commencing to allow Building Management to co-ordinate scheduling of the goods lift bookings and meet other building management requirements.

##### 2.2 Contractor/Tradesmen Registration for Working in the Building

Only registered and qualified tradespeople should be engaged to carry out renovation works.

Contractors/tradesmen prior to commencing the renovation project, are required to be registered with Building Management and inducted in building procedures for working in the Freshwater Place Building.

Contractors/Tradesmen must provide copy of Public Liability insurance cover and copy of business Registration (Company)

##### 2.3 Contractor/Tradesmen Movement through Building

Contractor/tradesmen entry to and from the Building is via the loading bay and transport between the ground floor and apartment work site, including the transport of tools, materials and building debris, is via the goods lift controlled by the goods lift security officer.



## **2.4 Hours of Works – Renovation Works**

Contractors/tradesmen/owners can only carry out work between the hours of 8.00am and 4.00pm weekdays (excluding public holidays) and 9.00am and 12 noon Saturdays. No work is permitted outside these hours. Furthermore, tools materials and building debris can only be brought in and out of the building no sooner than 30minutes before and no later than 30 minutes after working hours.

## **2.5 Use of Heavy Equipment including Hammer Drills, Jack Hammers etc.**

Use of Hammer drills, Jack Hammers or similar heavy equipment in apartments can occur between the hours of 9.00am and 3.00pm week days only, excluding public holidays.

The Building Management must be informed 3 days prior to any noisy works (hammering etc.) being undertaken to issue a timely notice to all affected residents/floors of pending noise disturbance.

## **2.6 Removal of Rubbish/Building Rubble**

The Good lifts is the only available transport for materials and debris and can only be used whilst fitted with protective coverings (floors and walls) and whilst supervised.

Prior arrangements must be made with the Building Manager for the provision, location and costs associated with the removal of rubbish/debris from the building.

No materials or debris may be left or stored on or in common property areas. This also applies to building surrounds and street. Under no circumstances are any building materials or debris allowed to be left in waste bins in the residential or retail loading docks.

## **2.7 Protection of Carpets and Walls in Foyers During Renovations**

Front doors and balcony doors of apartments must always be kept closed during renovations to contain noise and avoid dust/soiling of foyers and other common property areas.

Under no circumstance is cutting of timber or other building materials permitted on balconies, and the door must be closed all the times.

Where renovations involve movement of materials/building debris in and out of apartments, then passages, lobbies, goods lift etc. must have suitable protective coverings (to the standard recommended by Building management) for floors etc. fitted at the Owners expense. These coverings should be removed and stored at the end of each day. If necessary, the hallway and lift lobbies are to be cleaned daily (and at the end of the day) at the Owners own expense, noting that these areas may need to have fire detectors isolated.

## **2.8 Movement/Delivery of Large items to/from Apartment Worksite**

Prior notification to Building Management (at least 72 hours) is required in the case of the movement of any large items to or from apartment work site with the potential to cause obstruction or damage to Common Property areas.

## **2.9 Installation of Timber Flooring in Apartments**

### **2.9.1 Timber Flooring - Acoustic Requirements**

Where an Owner intends installing timber flooring in their apartment, they are required to provide prior notice and obtain prior approval of Building Management (due to the potential impacts on other



apartment owners in proximity). Approval to install timber flooring will require the installation of approved soundproofing acoustic underlay which meets the 5 Star AAAG rating ( $L_{n_1w+C_1}=45\text{db}$ )

### **2.9.2 Solid Flooring - Weight Loading Requirements**

Where an owner intends installing solid flooring materials (such as timber parquetry or marble floor tiles), prior notice and prior approval of Building Management is required, having regard to potential increased floor weight loading ratings. The Owners Corporation may require that the Owner obtain a supporting Structural Engineering report at the Owner's cost.

### **2.10 Window Furnishings**

Installation of blinds/window furnishings must be compliant with the window dressing specifications outlined in Owners Corporation Rules 21.1 a), b) and c)

### **2.11 External Façade/balconies of Building including Window Tinting**

Any planned renovations must not involve painting, finishing or otherwise altering the external building façade, balconies or balcony walls as per the Owners Corporation Rules 23, 24 and 25. Replacement of any glass forming part of the exterior of the Building must comply with the specifications of the glass which is replaced and to be approved by the Building Management.

### **2.12 Installation of a Safe**

An Owner intending to install a safe in their apartment is required to submit a structural engineering report and obtain prior written consent of the Owners Corporation prior to proceeding with installation.

### **2.13 Contractor All Risks Insurance and Health and Safety Work Practice Standards**

Confirmation must be provided that your contractor/tradesman/builder has an "all risk" insurance policy to cover legal liability (\$10 million cover) in respect of any damage to property, injury to persons, consequential (related or subsequent) damage, fidelity guarantee etc. Occupational Health and Safety polices are also required including Work Method Statements and Job Safety Analysis. A copy of the insurance policy must be provided to the Building Manager before works commence.

### **2.14 Reinstatement for Damage to Owners Corporation Property During Renovation Projects**

Upon completion of the renovation project, any damage that has occurred to the Common Property (including walls, ceilings, floors, carpets, tiles, lift and lift doors), or, any works undertaken that are non-compliant with Owners Corporation Rules and standards, must be reinstated to its original condition at the Owners expense. The Committee of Management of the Owners Corporation will decide the nature and extent of any repairs, replacement, rectification, or reimbursement.

Where such reinstatement works or costs of such works are not provided by the owner, the Owners Corporation will be entitled to recoup these costs directly by deduction from the financial bond held in trust (refer 2.15/3.5 below) and the balance only will be repaid to the Owner on completion of the project.

### **2.15 Upfront Financial Bond to be provided prior to Renovation Works Commencing**

The Owner is required to provide a Bond of \$1000.00 to be held in trust by the Owners Corporation, payment of which is to be made prior to renovation works commencing.



The intention is that the Bond will be refunded in full or in part, at the completion of the renovation project, subject to the Owner complying with condition 2.14 above. i.e. meeting the costs of rectification for damage to Common Property and/or costs of reinstating renovation works not compliant with Owners Corporation Rules and standards.

### **3. Additional Requirements Applicable to all Major Renovations**

In addition to the general requirements listed in 2 above, the following additional requirements apply for all major renovations to apartments in Freshwater Place.

#### **3.1 Prior Approval of Detailed Building Plans/Specifications**

The Owner is required to submit the detailed building plans/work specifications of the building works proposed which affect the building structure or services or the fire or acoustic ratings of any component of the building, or the external appearance of the building and obtain Owners Corporation written approval of the works before proceeding with the works.

#### **3.2 Statutory Building and Council Permits, Approvals and Consents Obtained**

The Owner is also required to obtain all prerequisite permits, approvals and consents under relevant laws, or written acknowledgement from the Council that no permit is required, and the owner provides copies to the Building Manager prior to commencement of works.

#### **3.3 Structural Walls and Perimeter Walls**

Under no circumstances are perimeter walls of an owner's apartment or any structural wall to be penetrated or breached. This also applies to all floors and ceiling which are also part of the building structure.

#### **3.4 Contractor All Risk Insurance and Health and Safety Work Practice Standards**

Confirmation must be provided that your contractor/tradesman/builder has an "All Risk" insurance policy to cover legal liability (\$20 million) in respect of any damage to property, injury to person, consequential (related or subsequent) damage, fidelity guarantee etc. Occupational Health and Safety policies are also required including Work Method Statements and Job Safety Analysis. A copy of the insurance policy must be provided to the Building Manager before works commence.

#### **3.5 Upfront Financial Bond Provided Prior to Renovation Works Commencing**

The Owner is required to provide a Bond of \$5000.00 to be held in trust by the Owners Corporation, payment of which is to be made prior to renovation works commencing.

The intention is that the Bond will be refunded in full, or in part, at the completion of the renovation project, subject to the Owner complying with condition 2.14 above, i.e. meeting the costs of rectification for damage to common property and/or costs of reinstating renovation works not compliant with Owners Corporation Standards.



## ACKNOWLEDGEMENT FORM

Owner:	Date for scheduled works:
Suite Number:	Contact Person:
Phone:	Mobile:
Contractor's Company Name:	Supervisor's Name:
Supervisor's Mobile:	Supervisor's Email:

### Documents provided by Owner/Builder (Please circle)

Plans & scope of works submitted + written approval received	YES	NO (if NO, do not proceed)
List of contractor details	YES	NO
Copy of Certificate of Currency	YES	NO
Work site safety plan submitted & approved	YES	NO
Site Induction completed	YES	NO

### ***Acknowledgement***

I have read and fully understood the conditions for owners undertaking alterations and renovations to their apartment.

I acknowledge that costs associated with any damage or additional cleaning to common property caused by the fit out works will be paid to the Owners Corporation in full. I also understand that should these costs not be paid, action will be taken to pursue payment and if applicable, the cost will be raised against the owner's account i.e. fee raised against the respective lot via the Owners Corporation.

I further agree that any serious breaches to the building fit out processes as described above, may result in the Facility Manager requesting the works to cease and the contractor's staff to leave the site.

Signed by Owner/Builder:

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Print name:

Date:

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