



Kimberley Estate - Application for Alterations to Flooring

Name:	Date:
Property Address: /83-93 Dalmeny Avenue, Roseberry NSW 2018 (Strata Plan 53194)	
Email Address:	Phone Number:

This form is to be used for gaining approval for altering flooring in accordance with Section 110 of the Strata Schemes Management Act 2015 (the Act). Altering flooring includes:

- *Replacing soft flooring (e.g. carpet) with hard flooring, and*
- *Replacing hard flooring with another type of hard flooring.*

We have separate application forms for other kinds of works or renovations. If you're unsure if you have the correct form, please contact our office to discuss the nature of your application.

Alteration to flooring will only be permitted to be carried out by persons legally and professionally qualified and licensed to do so and are to be in accordance with the relevant Australian Standards, BCA and any other relevant regulations in force at the time.

If you require any building plans or drawings you must provide your Strata Sense manager at least 48 business hours to provide the documentation. Building plans and drawings will be provided electronically in a PDF format.

The following guidelines are designed to assist with the prompt review of your application. Your application will only be considered if you provide all required documentation and submit a signed copy of this application form, and by signing this form you will be deemed to have accepted the contents herein. Written approval must be obtained prior to commencement of the proposed works.

[Lodging Your Application](#)

This application and your associated documentation should be scanned to a PDF format and emailed to the building manager or Strata Sense manager for initial review. The manager will then forward the application and associated documentation to the Strata Committee for consultation and review. The Strata Committee may be in a position to review your application informally, or a meeting may be required. If a meeting is required and you choose to expedite this (i.e. ask for a meeting to be held as soon as possible, even though one is not scheduled) you will be responsible for the cost of the meeting. Your Strata Sense manager will be able to discuss your options and the applicable costs with you.

[By-Laws](#)

Your scheme may already have a by-law registered that relates to the kind of renovations you are applying for and in that case, you will likely not be required to register an additional by-law. However, if your scheme does not have a by-law for the type of renovations you are applying for, you may need to have a by-law drafted and registered as part of this process. In that case a meeting will definitely be required, and you could be responsible for the cost of both the meeting and the by-law. Again, your Strata Sense manager will be best placed to advise on your options and the applicable costs. Please contact your Strata Sense manager for this information.

Conditions and Guidelines

The following conditions and guidelines apply to altering flooring in your lot:

- Work must not commence without written approval.
- If requested by the Owners Corporation, a non-refundable renovations bond is to be paid prior to work commencing to cover the cost of repairing any damage caused to common property as a result of your renovations. Should damage occur to common property and the cost is greater than the non-refundable deposit, this will be the responsibility of the lot owner.
- All strata scheme by-laws are to be adhered to.
- During the works, WH&S conditions must be complied with, and the safe and free flow of regular pedestrian traffic is not hindered.
- All common areas are to be fully protected from damage and kept clear of rubbish, materials and tools at all times. All excess materials and rubbish are to be taken away from site for disposal.
- Soiling of any common areas is to be immediately cleaned to building management satisfaction.
- Rubbish is not to be stored in the garbage room or other areas of the building and is to be removed daily by the contractor. Any rubbish not removed will be the responsibility of the lot owner.
- Penetrations to fire rated areas shall not be allowed without prior written approval and certification from relevant contractors.
- All works are to be carried out by a licensed contractor.
- All works are to be certified by the licensed contractor that they are compliant with relevant Building Codes of Australia and Australian Standards.
- Works are to be carried out between the hours of 7.30am to 4.30pm Monday to Friday and 9.00am to 4.00pm Saturday. You must not carry out works on Sundays or NSW Public Holidays.
- This application must include the type of flooring and the exact brand and type of underlay to be used, with the appropriate specification sheet.
- For your application to be considered, underlay must be of high quality and at least 5mm in thickness.
- You may be required to engage an acoustic specialist, at your own cost, to certify and ensure that any flooring is in compliance with the Building Code of Australia.
- All fire and sound proofing shall be maintained to a minimum of that of the original design.
- All legal costs associated with fit out or renovations are the responsibility of the lot owner.
- The lot owner agrees to pay for any rectification work needed to maintain the building's integrity, architectural code and acoustic standards should the installer be found to have compromised those elements of the building.
- The lot owner shall maintain all works in accordance with the manufacturer's requirements.
- If it is found that any works do not comply with any requirements of these guidelines the lot owner will be responsible for the cost to undertake any works required to bring the installation into reasonable compliance.
- The lot owner is responsible for obtaining authority for the works from Council or any other governing body, if required.
- By signing this application form and commencing work the lot owner agrees to all the requirements, guidelines and procedures.

Authority and Declaration

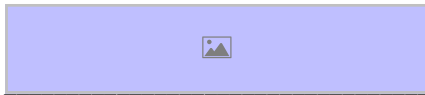
I, _____, the owner of unit number/Lot number _____

in Strata Plan Number 53194, agree to abide by all conditions as listed above for any works undertaken. I

have attached the following documents (please tick):

- ☐ Scope of works / Time schedule / Project plan for the proposed works
- ☐ Plans and drawings of proposed works
- ☐ Details of contractors carrying out the works
- ☐ Contractors insurance and policies
- ☐ Schedule of finishes of the proposed works (if applicable)
- ☐ Proposed development application (if applicable)
- ☐ Fire safety certification (if applicable)
- ☐ Other/s: _____

Signed by Owner(s)



Dated _____

Please send your form to your Building Manager, Sydney Building Management & Projects at kimberleyestate@sydneybmp.com.au for initial review, and copy in your Strata Manager, Strata Sense at info@stratasense.com.au

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

property means the land and buildings the subject of the strata plan;

strata scheme means the strata scheme relating to the strata plan;

and **strata plan** means strata plan number 53194.

4 Works and Approval for Works

Definitions and Interpretation:

Development Consent means a consent to a Development Application issued under the EPA Act and includes all amendments, modifications and variations to that consent.

Individual By-Law means a by-law predominantly in the form attached and marked "A", with the lot number and details of work satisfactorily completed, and annexing any relevant scope of work, plans or report.

EPA Act means the Environmental Planning and Assessment Act 1979 (NSW).

CONDITIONS

Approval to carry out works:

1. An Owner shall not carry out any Minor Renovations until:

- (a) the Owners Corporation has approved the Minor Renovations by ordinary resolution at a duly convened general meeting; or
- (b) the Strata Committee has approved the Minor Renovations at a Strata Committee meeting (if such authority has been delegated pursuant to Section 110(6) of the Act); in accordance with the requirements of Section 110 of the Act.

2. An Owner shall not carry out any Major Works until the Owners Corporation has approved by special resolution a common property rights by-law to permit and regulate the proposed Major Works at a general meeting, in accordance with the requirements of Section 142 of the Act. Any costs associated with the preparation, making, and registration of such a common property rights by-law are to be borne by the Owner benefited by the by-law, including the costs of convening the meeting at which the bylaw is considered.

3. Any application to the Owners Corporation by an Owner of a Lot for approval to carry out Works must:

- (a) be in writing;
- (b) include a definition of "Owner" stating words to the effect "Owner means the owner or owners from time to time of Lot in Strata Plan No 53194
- (c) include a detailed schedule of the Works including plans, drawings and specifications of the Works;
- (d) include details of the proposed duration of the Works, including details of the dates and times during which the Works are to be carried out,
- (e) include details about how it is proposed that the Common Property will be protected while the Works are being carried out, including a proposal for the cleaning of the Lots and Common Property affected by any aspect of the Works;
- (f) include a written undertaking that the Owner must repair promptly any damage caused or

contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme;

(g) include a written undertaking that the Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works;

(h) include details of the means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building while the Works are carried out; and

(i) include details about where any proposed skip bins are to be located.

4. If the proposed Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether loadbearing or not), the Owner shall provide to the Owners Corporation, drawings and certification from a practising structural engineer in favour of the Owners Corporation that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed Works.

5. The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the Owner pursuant to clause 4 of this by-law and to inspect the Works. The Owner shall pay that independent engineer's fees on demand and shall comply with the requirements of that engineer in relation to the performance of the Works.

6. If the proposed Works involve the installation or replacement of a waterproofing membrane or flashing, the Owner must provide the Owners Corporation with written details of the membrane or flashing to be installed, a warranty provided by the manufacturer and installer, and certification that the waterproofing membrane or flashing complies with the Building Code of Australia requirements.

7. If the Major Works involve bathroom renovations or works to other wet areas like a laundry or balcony, within 28 days of completion of the Major Works, provide to the Owners Corporation certification that the bathroom has been waterproofed to the relevant Australian Standard.

8. If the proposed Works involve installation or replacement of an air- conditioning unit for a Lot, the Owner must provide the Owners Corporation with:

(a) details of the style, make, model, and specifications of the air- conditioning unit and any condenser or extractor to be installed as part of the air-conditioning unit;

(b) certification that the air-conditioning unit does not exceed 50 dB(a) when operating;

(c) details of how and where any pipes are to penetrate common property walls, floors, or roofs;

(d) a sketch of where the internal and external units are to be located;

(e) details as to where the condensation run-off will drain to;

(f) details as to where any pipes, wires, or conduits are to be located and how they will be enclosed;

(g) evidence that the installation complies with any requirements of local Council; and

(h) if it is proposed to place the condenser unit or fan coil unit on common property, the Works shall not be commenced until the Owner has obtained approval of a common property rights by-law in accordance with Section 142 of the Act.

9. If the proposed Works involve the installation or alteration of floor coverings or flooring other than carpet ("hard flooring"), the Owner must:

(a) provide the Owners Corporation with a floor plan outlining the proposed location of the hard flooring, identifying where hard flooring is to be installed;

(b) provide the Owners Corporation with details of the proposed acoustic underlay to be installed, including evidence that the flooring and underlay have been tested to provide a weighted impact sound level acoustic rating,

that is better than or equal to an Association of Australian Acoustical Consultants 5 Star rating;

(c) ensure that the finished floor (after installation) has a weighted impact sound level acoustic rating that is better than or equal to an Association of Australian Acoustical Consultants 5 Star rating; and

(d) if requested to by the Strata Committee, at the Owner's cost, provide the Owners Corporation with certification from a qualified acoustic engineer that the flooring as installed, has a weighted impact sound level acoustic rating that is better than or equal to an Association of Australian Acoustical Consultants 5 Star rating. If such certification is not provided within 28 days of such a request, the Owner must, at his or her own expense, remove the new floor coverings or surfaces, install carpet in their place, and notify the Strata Committee once that has been done.

10. Prior to carrying out any Major Works, or any Works that involve wall reconfiguration and/or the use of jackhammers or percussion instrument tools, the Owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and each Lot that

is immediately adjacent to (above, below or beside) the Owner's Lot, at his or her own cost, at least 7 days prior to the commencement of the Works, if requested to do so by the Owners Corporation.

11. An Owner shall take all reasonable steps during the course of carrying out the Works to cover Common Property floors, carpets, walls and doors so as to protect them from damage, dust and soiling.

12. An Owner shall not be permitted to alter the existing layout of a Lot so as to install or construct a kitchen, bathroom, or laundry above any part of a bedroom, living room or lounge room of a Lot below.

Before the Works

13. Before starting the Works, the Owner must provide the Owners Corporation with:

- (a) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- (b) a copy of any requisite construction certificate for the Works under the Environmental Planning and Assessment Act 1979;
- (c) a copy of any requisite certificate of insurance relating to the performance of the Works under Section 92(2) of the Home Building Act 1989, if the value of the Works exceeds \$20,000;
- (d) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000 per event, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works); and
- (e) at least 7 days written notice before the commencement of Works, with such notice to be placed on the front door of the building and to include the Owner's contact details and those of persons carrying out the Works;
- (f) details of the proposed duration and times of the Works;
- (g) details of the persons carrying out the Works, including qualifications to carry out the Works, trading name, and address;
- (h) details of where any skip bins are to be located (subject to the written consent of the Strata Committee);
- (i) details of arrangements to manage any resulting rubbish or debris, means of access of persons carrying out the Works, delivery of materials and tools to the site, means of maintaining building security, details of amenities for persons carrying out the Works;
- (j) a copy of any requisite reports pursuant to clause 5 and 10 above.

Performance of the Works

14. In undertaking the Works, the Owner by himself or herself, his or her agents, servants and contractors must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with all conditions and requirements of the local Council;
- (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
- (d) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 5 of this by-law;
- (e) permit the Owners Corporation's independent engineer access to the Lot during the course of the Works for the purposes described in clause 5 of this by-law;
- (f) comply with any plans and specifications submitted to the Owners Corporation;
- (g) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles, or debris;
- (h) only carry out the Works between the hours of 7:30am and 5:00pm from Monday to Friday, and only carry out the Works involving noisy activities (including but not limited to any concrete cutting, drilling, or constant hammering) between 10am and 3pm Monday to Friday, and in both cases do not work on weekends or public holidays;
- (i) comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant bylaw under section 142 of the Act, or a special resolution under Section 108 of the Act;
- (j) ensure that all areas of Common Property are protected (in particular the foyer, stairwell, and landings) and that protection is maintained in good and safe condition to ensure the amenity and safety of other owners and occupiers;
- (k) ensure that any dust sheets are laid smooth and fixed securely;
- (l) transport all building materials, equipment, debris and other material in the manner reasonably

directed by the Owners Corporation;

(m) remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works;

(n) clean all dirt, dust and debris from Common Property at the end of each day during the course of the Works, and at the conclusion of the Works, to the reasonable satisfaction of the Owners Corporation;

(o) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins;

(p) prevent debris from blowing onto common property;

(q) ensure that any skip bins, when full, are removed as soon as possible, and are well contained during transportation from the building;

(r) cause as little inconvenience as reasonably possible to other Owners and occupiers;

(s) allow the Owners Corporation's nominated representative/s with access to the Lot to inspect the Works, upon being given not less than 48 hours written notice (except in the case of an emergency); and

(t) ensure that any air-conditioning unit is installed in a manner so that it does not create nuisance to other owners or occupiers within the building, or damage to the Common Property, from vibration, noise, or condensation run-off.

After the Works

15. After completion of the Works, the Owner must provide the Owners Corporation with:

(a) notice that the Works have been completed;

(b) access to the Lot for the Owners Corporation nominated representative/s to ensure that the Works have been completed in accordance with the approval given by the Owners Corporation;

(c) notice of any damage caused by the Works to any other Lot or Common Property;

(d) a copy of any requisite compliance certificate for the Works under the Environmental Planning & Assessment Act 1979;

(e) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works;

(f) copies of all membrane and flashing guarantees and warranties; and

(g) if requested by the Strata Committee, certification from a qualified acoustic engineer pursuant to clause 5 and 10 above.

Maintenance

16. The Owner must maintain the additions installed in the course of the Works (including any membranes and flashings) in a state of good and serviceable repair, and must renew or replace them when necessary.

17. The Owner must exercise any guarantees or warranties provided to him or her in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

18. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme.

Indemnity

19. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Insurance

20. The Owner must apply the proceeds of a claim in respect of insurance referred to in clause 13(c) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.

21. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 13(c) or 13(d) of this bylaw.

Costs of by-law

22. The Owner shall pay all expenses incurred in the preparation, making and registration of this by-law.

Complying with the law

23. The Owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

Owners Corporation's power in the event of a breach of this by-law

24. If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the Owners Corporation may:

- a) rectify the breach;
- b) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- c) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

“A”

Individual By-Law

A. The owner of lot ____ (Owner) wishes to carry out the following works (Works), in accordance with any scope of work or plans attached:

- •
- •
- •
- •
- •

• B. The Owners Corporation, subject to the provisions of this by-law and special by-law ____ – Major Works:

- (a) specifically authorises and grants a special privilege to the Owner to carry out the Works; and
- (b) grants to the Owner exclusive use of such of the common property as is reasonably required to keep and use the Works.
- (c) the owner must prior to commencing any Works pay all costs associated with this by-law, including preparation, passing and registration, within 7 days of demand from the Owners Corporation.
- (d) During the works, The Owner agrees to comply with clause 3 of special by-law 1 – Major Works.
- (e) the Owner and the Owners Corporation both agree that the provisions of special by-law 1 – Major Works (All Lots) will apply to the Works, and form part of this by-law. The Owner and the Owners Corporation agree to be bound by the provisions of clauses 3-5 of special by-law ____ – Major Works in relation to the Works.

CONSENT TO BY-LAW

To: The Secretary
The Owners – Strata Plan No.53194
C/- Strata Sense
Suite 903, 418a Elizabeth Street
Surry Hills NSW 2010

I/we, _____, being the owner(s) of lot ____ in strata plan 53194, consent to the making of a by-law granting me/us a right to do certain works and making me/us responsible for the maintenance and repair of those works and specified common property.

Dated: _____

Signature of owner(s)