NSW GOVERNMENT | Fair Trading

Strata Mediation, Customer Services
PO Box A805
Sydney South NSW 1235
Tel: 13 32 20 Fax: 02 9641 6565
www.fairtrading.nsw.gov.au

The Owners - SP50785
C/- Strta Title Management
Attn: Ms Nina Ashfield-Howell
PO Box 2727
TAREN POINT NSW 2229

Phone: 9641-6566
jim.robertson@finance.nsw.gov.au
21 July, 2014

Dear Ms Ashfield-Howell

Application for Mediation. SP: 50785. File No: SM14/0753JR
1-3 McDonald Street CRONULLA

Strata Mediation has received an application for mediation lodged by Mr Paul Kavadas, the applicant, which names the above Owners Corporation as the respondent.

The application referred to above is about issues relating to the management of the scheme; issues relating to special By-law 2 - Use of common property by Lot 21; and issues relating to repair and maintenance obligations.

Strata Mediation offers mediation to assist people involved in strata schemes to resolve a wide range of disputes quickly and economically through a process of negotiated discussion.

Please inform the Executive Committee about the above application and request they convene a meeting to decide whether they would like to participate in a mediation session.

Could you also explain they have the right to decline to participate in mediation. If mediation is declined, or if the matter is not settled via mediation it is open to the applicant to apply for a Strata Scheme Adjudicator's order. If an order is sought, the owners corporation will be invited to make submissions to the Adjudicator.

Mediation has been set for **10:00am on Thursday 14 August 2014** at **Level 13, 175 Castlereagh Street, Sydney**. Please note that mediation may take approximately three hours. **Please note that the date set for mediation is only tentative and will be confirmed in writing once you and the applicant have confirmed your attendance.**

Please contact me by 30 July 2014 and quote the above SP and SM numbers, to discuss your attendance at the mediation session. My direct telephone number is **(02) 9641-6566.**

I have included some information on the resolution of disputes under the strata legislation for your information. If you or any members of the Owners Corporation have any questions about this application or the mediation process, please call me.

Yours sincerely

Jim Robertson
Mediator
for the Deputy Commissioner for Fair Trading

A division of Department of **Finance**

Only attach copies of documents relevant to the dispute. Please keep these to a minimum.

A copy of this back page and any attachments you provide will be given to the people taking part in the mediation. Do not include any personal details, including your contact details, that you do not want the other party to receive. A copy of the front page of this application will not be disclosed.

What issues do you want to bring to mediation?

- Refer notes attached together with supporting documentation.

What are you hoping to achieve from mediation?

Refer notes attached.

All information, including personal information collected by this office, is treated as confidential under the Strata Schemes Management Act 1996 and the Community Land Management Act 1989 and is protected by the Privacy and Personal Information Protection Act 1998. We collect and use personal information given by you only for the purpose of properly conducting mediations. This information is securely stored and is only disclosed to authorised third parties where necessary for the purposes of properly administering these Acts or when required by law.

Sign here

Print name Paul Kavadas

Date 14 July 2014

Stamp of common seal (if lodged on behalf of the owners corporation)

Return form with fee to: Mediation Services Unit,
NSW Fair Trading
PO Box A805
SYDNEY SOUTH NSW 1235

Comments in Support of Application for Mediation

What issues do you want to bring to mediation?

The Applicant purchased Lot 21 on 7 August 2003 in the name of Universal Holdings Pty Ltd for which he is the sole director and shareholder. The Applicant subsequently sold Lot 21 to Anagos Pty Ltd on 22 November 2013, for which he is the Trustee. Accordingly, the Applicant has authority to make this application as it applies to Lot 21 from 7 August 2003 to-date.

Special By-Law 2 was passed on 2 May 2003. Subclauses C(iii) & C(iv) require Lot 21 to properly maintain and keep the Elevator and Elevator Tower in a state of good and serviceable repair until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned. This obligation includes indemnifying the Owners Corporation for the costs and charges under the Elevator Maintenance Contract. A copy of Special By-Law 2 is attached at Annexure 'A'.

Lot 21 has persistently refuted this obligation. Despite this, the Executive Committee and Strata Manager have distanced themselves from this issue and repeatedly insisted on the application of Special By-Law 2 as it relates to the maintenance of the Elevator and Elevator Tower. By way of recent examples we attach two emails from the Strata Managing Agent which state:-

i. ***"We are uncertain about the building of the bridge however Sutherland Shire Council may be able to confirm whether they intend for it to ever be built."*** See copy of email dated 26 May 2014 attached as Annexure 'B'.

ii. ***"The by-law is clear that the responsibility for the lift maintenance would lie with Lot 21 until such time as the overhead bridge was constructed... ."*** See copy of email dated 28 May 2014 attached as Annexure 'C'.

The Applicant has conducted an extensive investigation of this matter and discovered that the proposed bridge over Gerrale Street was the subject of Development Application No. 950731 which was originally advertised in June 1995. However, on 12 December 2005, Sutherland Shire Council decided, ***"...a major upgrade of the adjacent intersection has been completed which further supports the position that the proposed pedestrian overbridge is no longer warranted. This has been confirmed by both the Director-Engineering and Manager-Traffic & Transport. On this basis...there is no longer a need for a pedestrian overbridge in this location."*** This decision is recorded in Council's Planning Minute No. 513 (see copy attached as Annexure 'D'). It is understood that Council has resolved the pedestrian movement issue at that location by installing traffic lights and a pedestrian crossing.

In these circumstances, the Executive Committee and/or Strata Managing Agent ought to have been aware there was no longer a need for the proposed bridge over Gerrale Street. The Executive Committee and Strata Managing Agent have fiduciary obligations to act honestly, fairly and in the best interest of the individual lot owners in performing their duties. The Executive Committee and/or Strata Managing Agent have been negligent in performing their duties by requiring Lot 21 to pay Lift Maintenance fees from 12 December 2005 to-date. The Applicant has paid Lift Maintenance fees totalling $29,723.82 from 12 December 2005 to-date at a time when there was no obligation or

responsibility to do so (see spreadsheet attached as Annexure "E" together with corresponding copies of all disputed invoices). On some occasions this caused the Applicant to suffer financial hardship. This outcome has also adversely impacted on the Applicant's return on investment. Accordingly, the Applicant is seeking a refund of Lift Maintenance fees of $29,723.82 together with compound interest of $23,046.91 (to 14/7/2014) which has been calculated at the rate of 10% per annum which is the rate applied by Section 79(2) of the Strata Schemes Management Act 1996 (NSW), making a total of disputed payments and accrued interest to be $52,770.73.

The Applicant acknowledges that he was duty bound to pay Lift Maintenance fees in accordance with Special By-Law 2 from the date of his purchase of Lot 21 (7 August 2003 to 12 December 2005). During this period the Applicant paid Lift Maintenance Fees totalling $11,079.01. The Applicant acknowledges these fees are not recoverable.

The Owners Corporation instructed Teys Lawyers on 21 March 2014 and then appointed Grace Lawyers on 6 May 2014 to serve Lot 21 with Letters of Demand for the recovery of unpaid fees (together with interest) which included miscellaneous Lift Maintenance fees. The Applicant has refused to pay Lift Maintenance fees totalling $21,768.20 as follows:-

i.	$1,458.17	-	Lift Maintenance (7/2008-9/2008)
ii.	$1,458.17	-	Lift Maintenance (10/2008-12/2008)
iii.	$1,750.51	-	Lift Maintenance (10/2011-12/2011)
iv.	$1,750.51	-	Lift Maintenance (4/2012-6/2012)
v.	$1,860.44	-	Lift Maintenance (7/2012-9/2012)
vi.	$1,860.44	-	Lift Maintenance (10/2012-12/2012)
vii.	$1,860.44	-	Lift Maintenance (1/2013-3/2013)
viii.	$1,860.44	-	Lift Maintenance (4/2013-6/2013)
ix.	$1,977.27	-	Lift Maintenance (7/2013-9/2013)
x.	$1,977.27	-	Lift Maintenance (10/2013-12/2013)
xi.	$1,977.27	-	Lift Maintenance (1/2014-3/2014)
xii.	$1,977.27	-	Lift Maintenance (4/2014-6/2014)

The above Lift Maintenance fees relate to periods after Sutherland Shire Council's decision not to proceed with the bridge over Gerrale Street. Accordingly, they should be paid by the Owners Corporation. In the event there are other unpaid Lift Maintenance fees beyond 12 December 2005 that are not referred to above, they should also be paid by the Owners Corporation.

The Owners Corporation has always treated Lot 21 unfairly. By way of recent example, Lot 21 successfully sought Adjudicator's Orders on 18 January 2013 to avoid a claim to pay in excess of $83,000 for structural repairs to a gazebo over the elevator tower. The Owners Corporation appealed that decision to the CTTT. However, on 20 December 2013 the Tribunal affirmed the Adjudicator's Order which required the Owners Corporation to repair the gazebo. The Applicant is now aware that the Owners Corporation proposes to undertaken the repairs at a cost of approx. $15,000 which is significantly less than the claim that was brought before the CTTT. These actions by the Executive Committee are unethical, unconscionable and are in breach of their responsibilities to act in the best interests of individual lot owners.



What are you hoping to achieve from mediation?

The Applicant is seeking the following outcomes:-

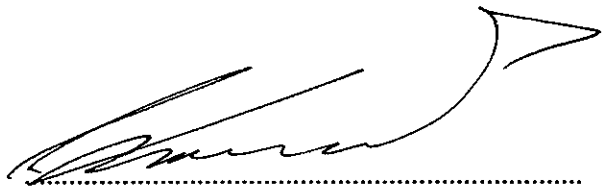
i. Acknowledgement by the Owners Corporation that Sutherland Shire Council decided not to proceed with the bridge over Gerrale Street on 12 December 2005.

ii. Acknowledgment by the Owners Corporation that Lot 21 was not obliged to maintain the Elevator and Elevator Tower on and from 12 December 2005.

iii. Repeal or Amendment of Special By-Law 2 to ensure Lot 21 is not responsible to maintain and keep the Elevator and Elevator Tower in a state of good and serviceable repair.

iv. Refund of all Lift Maintenance fees paid by Lot 21 after 12 December 2005 totalling $29,723.82 together with compound interest of $23,046.91 to 14/7/2014 (being at the rate of 10% per annum which is the rate applied by Section 79(2) of the Strata Schemes Management Act 1996 (NSW)), making a total of $52,770.73.

v. Acknowledgement by the Owners Corporation that any unpaid Lift Maintenance fees beyond 12 December 2005 should be paid by the Owners Corporation.



Paul Kavadas

14 July 2014

ANNEXURE 'A'

50780 /Doc:DL AA096463 /Rev:28-Oct-2003 /Sts:SC.OK /Prt:24-Sep-2010 11:03 /Pgs:ALL /Seq:3 of 9
WB:9244 /Src:E

5. The owner must pay any expense incurred by the Owners Corporation in or about making and registering this by-law.

SPECIAL BY-LAW 2 - USE OF COMMON PROPERTY BY LOT 21

A. Definitions

i. In this by-law, the following terms are defined to mean:

"Elevator" means the common property elevator adjacent to the north western boundary of Lot 21.

"Elevator tower" means the structure housing the Elevator (including the walls, surrounding stairs and roof) adjacent to the north western boundary of Lot 21.

"Exhaust System" means the exhaust system installed on the Roof pursuant to the licence dated 1 September 1997 and servicing Lot 21.

"Glazing Works" means the works undertaken by the Owner to install the glazing (including all ancillary structures) depicted on the plans and drawings of Jones Nicholson Pty Limited numbered 6387/A1, 6387/A2 and 6387/A1/3 and attached to the minutes of the meeting at which this by-law was passed.

"Owner" means each of the owners of Lot 21.

"Roof" means the common property above Lot 21.

ii. Where any terms used in this by-law are defined in the Strata Schemes Management act 1996, they will have the same meaning as those words are attributed under that Act.

B. Rights

Subject to the conditions in paragraph C of this by-law, the Owner will have for the Term:

(a) special privilege in respect of the common property to erect and keep the Glazing Works to and on the common property; and

THIS is page 3 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30 day of [illegible] 2003 in the presence of

Names: RICHARD T HOLLOWAY

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal

280780 /Doc:DL AA096463 /Rev:28-Oct-2003 /Sts:SC.OK /Prt:24-Sep-2010 11:03 /Pgs:ALL /Seq:4 of 9
ANS:9244 /Src:E

(b) the exclusive use of those parts of the common property occupied by the Glazing Works;

(c) a special privilege in respect of the Roof to install and maintain the Exhaust System.

C. Conditions

Maintenance of Glazing Works

i. The Owner must properly maintain and keep the common property to and on which the Glazing Works are erected or attached in a state of good and serviceable repair.

ii. The Owner must properly maintain and keep the Glazing Works in a state of good and serviceable repair and must replace the Glazing Works as required from time to time.

iii. The Owner must properly maintain and keep the Elevator in a state of good and serviceable repair and this obligation includes indemnifying the Owners Corporation for the costs and charges under the Elevator maintenance contracts that the Owners Corporation has entered into until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.

iv. The Owner must properly maintain and keep the Elevator Tower in a state of good and serviceable repair until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.

Maintenance of Exhaust System

v. The Owner must properly maintain and keep the common property to and on which the Exhaust System is erected or attached in a state of good and serviceable repair.

vi. The Owner must properly maintain and keep the Exhaust System in a state of good and serviceable repair and must replace the Exhaust System as required from time to time.

THIS is page 4 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30th day of [illegible] 2003 in the presence of

Names: RICHARD V HOWARD

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN NO. 50785 Common Seal

/Doc:DL AE221054 /Rev:19-Sep-2008 /Sts:SC.OK /Prt:16-Aug-2010 10:58 /Pgs:ALL /Seq:3 of 4
:9244 /Src:E

3. The owner must indemnify the owners Corporation against all liability or expense that would have been incurred if the works had not been installed; and

4. In the event that the owner removes the equipment, the owner shall restore to its original condition the wall and any other part of the common property altered for the works.

5. The owner must pay any expense incurred by the Owners Corporation in or about making and registering this By-law.

Special By-law 42.5 is amended to read as follows:

Special By-law 42 - By-laws Applicable to Commercial Lots

42.5 Exhaust Systems & Grease Traps

The Owner shall be permitted to have the use of those parts of the CP as is necessary for the purpose of the provision of an exhaust system and grease trap for the Lot ("the use") on the following terms and conditions:

a) The Owner shall pay a license fee of $2,500 plus GST for each quarter or any part thereof where the use might cease. The license fee shall be automatically charged to each Commercial Lot levy account, and be adjusted by the CPI at the first quarter following the beginning of each calendar year;

(b) Provided not less than 75% of the EC have determined that the terms of this By-law have not been breached in respect of any Lot, the payment referred to in the preceding sub-clause 42.5(a) will be waived;

(c) Any exhaust system must:

i) be designed so that all filtration equipment is, as far as possible, within the Lot it services;
ii) be designed and constructed so that the roof top components are securely mounted, as silent as possible and all painted to match the roof colour;
iii) be operated, serviced and maintained in accordance with all legal and manufacturer's recommendations and requirements;

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 11th day of September 2008 in the presence of

Names: Anthony James Pureshew

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal

ANNEXURE 'B'

Jim Kolovos

From: Nina Ashfield-Howell [nhowell@stratatitle.com.au]
Sent: Monday, 26 May 2014 4:38 PM
To: Paul Kavadas; anstrata@bigpond.com; Jim Kolovos
Subject: RE: SP50785 - Lift/Gazebo Structure - Glass & Painting Repairs

Dear Paul,

We will send through the quotes once they are sent to our office by the Executive Committee. All quotes requests and work orders are not issued through our office.

We are uncertain about the building of the bridge however Sutherland Shire Council may be able to confirm whether they intend for it to ever be built.

If you would like a different lift company engaged to service the lift on comprehensive maintenance agreement, please send through a proposal/quotation from an alternative lift maintenance company for consideration by the Executive Committee.

Kind Regards,

Nina Ashfield-Howell
Senior Strata Manager

STM | STRATA TITLE MANAGEMENT
your Strata care company

t: (02) 9540 4199
www.stratatitle.com.au
www.stmplus.com.au

Emailed Communication / Documents Disclaimer
For STM's full disclaimer please visit – http://www.stratatitle.com.au/privacy.asp

Important Notice: Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of your scheme and may be subject to inspection by owners and residents within your scheme, as well as prospective purchasers for any lot that may be for sale within your scheme. As such author discretion is advised.

ANNEXURE 'C'

Jim Kolovos

From: Nina Ashfield-Howell [nhowell@stratatitle.com.au]
Sent: Wednesday, 28 May 2014 8:49 AM
To: Paul Kavadas; 'anstrata@bigpond.com'; Jim Kolovos
Subject: RE: SP50785 - Lift/Gazebo Structure - Glass & Painting Repairs

Dear Paul,

The lift exists solely for the benefit of your Lot. The by-law was put forward and respected by the previous owner and in force at the time of your own purchase. The by-law is clear that the responsibility for the lift maintenance would lie with Lot 21 until such time as the overhead bridge was **constructed because there would then obviously be a manifold increase in passenger load of no benefit** to the business occupying your Lot. As previously advised, you are welcome to put forward alternative companies to carry on the lift maintenance contract for consideration by the Executive Committee.

In relation to the grease trap licence fees, discussions with 3 representatives of the commercial and 3 representatives of the residential are currently underway. You will be advised of the outcome in due course.

I hope this helps to clarify the matters raised.

Kind Regards,

Nina Ashfield-Howell
Senior Strata Manager

STM | STRATA TITLE MANAGEMENT
your strata care company

t: (02) 9540 4199
www.stratatitle.com.au
www.stmplus.com.au

Emailed Communication / Documents Disclaimer
For STM's full disclaimer please visit – http://www.stratatitle.com.au/privacy.asp

Important Notice: Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of your scheme and may be subject to inspection by owners and residents within your scheme, as well as prospective purchasers for any lot that may be for sale within your scheme. As such author discretion is advised.

ANNEXURE 'D'

Planning

MinuteNumber: 513 Council Meeting Date: 12/12/05

05/12/2005 PLN053-06
Proposal:
Pedestrian Bridge Over Gerrale Street
Linking Kingsway Hotel (Rydges) to Cote-D-Azur
Property:
Lot 20 DP 6430, 20-26 Kingsway, Cronulla
Applicant:
S T Cheong & Associates Pty Ltd
File Number: **DA950731**
Director: **Environmental Services (GDC)**
Report Item

REPORT IN BRIEF

Reason for Report
This application was initially considered by the Environment and Health Committee on 9 November 1998 (EHC111-99) and deferred for further investigation into whether there was a need for the proposed pedestrian overbridge. Following considerable research and investigation the Works and Emergency Services Committee on 3 February 2003 (WKS130-03) concluded that no such need existed. The current development application however has never been finalised.

Comments and Conclusion
As there is no longer a need for the proposed pedestrian overbridge that matter is referred back to Council with a recommendation that the applicant be invited to formally withdraw this development application.

REPORT IN FULL

Below is the original development assessment report for this proposal as considered by Council on 3 November 1998.

Proposal
An application has been received to construct a pedestrian overbridge from the Rydges Hotel on the corner of Kingsway and Gerrale Street to the Cote D'Azur development on the opposite corner. The structure will be at first floor level. The structure will span from one building to the other and will have solid form railings.

Background

Council, by Development Consent No. 223/88, granted approval on 19 September 1988 for the construction of the Ridges (then Kingsway) Hotel development on the corner of Gerrale Street and Kingsway, Cronulla. Condition No. 4 of this consent required:-

"4. The applicant shall construct the Gerrale Street pedestrian overbridge to Council's approved design and specification. Details shall be submitted with the building application."

This structure could not, however, be built until such time as the Cote D'Azur development was completed. Around the date of submission of this application, Council resolved to review the Development Control Plan – Cronulla Centre. Because of this the application was held in abeyance pending investigation of various alternative proposals for traffic management at this intersection. In October 1997 Council adopted the revised Development Control Plan (DCP) for Cronulla Centre.

Precinct No. 7 – Dunningham Park in the DCP established four (4) possible options for traffic management at this intersection. These included:-

- *Lights only*
- *Lights/roundabout*
- *Roundabout and overbridge*
- *Roundabout only*

The DCP unfortunately does not provide a preferred alternative, however, the proposed pedestrian overbridge would not conflict with any of the street level proposals presented in the DCP.

Statutory Considerations

The subject land (Gerrale Street) in this location is zoned 9(a) Mixed Residential/Business zone and is situated within a Foreshore Scenic Protection Area. The proposed development is directly ancillary to "roads" which are a permissible use, with development consent of Council, in this zone. The following planning instruments are applicable to this application:-

1. *Sutherland Shire Local Environmental Plan 1993*
2. *Development Control Plan (DCP) Cronulla Centre*

Public Participation

The application was originally advertised in June 1995 and eleven (11) adjoining or affected property owners and body corporates were notified of the development. Four (4) submissions were received as a result of this notification.

The application has been re-advertised in September 1998 in accordance with the provisions of Clause 14 of Sutherland Shire Local Environmental Plan 1993. Seven (7) adjoining or affected property owners and Body Corporates were notified of the development, with thirty-seven (37) submissions being received. Five (5) of these were from one (1) individual family while twelve (12) were 'form letters'. Three (3) submissions supported the application, while the remaining raised concern about the development.

A summary of these concerns is as follows:-

- *There will be increased noise from pedestrian movements of an evening.*
- *Visual impact/aesthetically offensive appearance.*

- *It is unnecessary in terms of traffic and pedestrian management.*
- *Public safety/throwing of objects from the bridge.*
- *Concern about the general impact on the street scene.*
- *Increase in "built up appearance" in the area.*
- *The proposed pedestrian bridge appears to be serving the specific needs of the Rydges Hotel and the Cote D'Azur restaurants.*
- *Better alternatives are available for improving pedestrian and traffic efficiency at this intersection.*
- *Potential haven for skate boarders.*
- *Potential for increased vandalism and graffiti.*
- *Increased costs of maintenance, cleaning and public liability to residents of the Cote D'Azur.*

These matters are discussed later in this report.

Applicant's Submission
Issues arising out of the applicant's submission are as follows:-

Visual appearance
The proposed bridge is to be constructed with solid form concrete railings, with a solid U-shaped cross section. While the structure presents art-deco features in accordance with the DCP for Cronulla Centre, it also presents a heavy appearance which also provides an opportunity for concealment from the traffic beneath and adjoining public areas. This increases the likelihood of anti-social behaviour on the bridge.

Comments from Other Departments

Environmental Planning Department
The application has been referred to Council's Env
application has been supported as being in keeping with Option C in Precinct No. 7 – Dunningham Park of the DCP for Cronulla Centre.

Concern was however raised about the nature of the construction. Specifically the solid railings provided unnecessary building bulk which would detract from the openness of the street scene and general vista along Gerrale Street. Accordingly it is recommended that open form ballustrading be employed in the bridge design so as to reduce this impact on the street scene.

Consultative Traffic Forum
The proposal was referred to the Consultative Traffic Forum, which raised no objection to the overbridge.

Assessment
Following a detailed assessment of the application having regards to the Heads of Consideration under Section 90(1) of the Environmental Planning and Assessment Act, the provisions of relevant Local, Regional Environmental Plans as well as all relevant Council DCP's, Codes and Policies, the following matters are considered important to this application:-

1. Visual appearance and Design

As mentioned previously, the proposed pedestrian bridge employs a solid U-shaped concrete cross section design which provides solid railings. While art-deco features are to be introduced to these railings, they do present a rather heavy structure which will impact on the street scene.

This may be reduced considerably by redesigning the structures to provide either open form metal railings or alternatively perspex/glass railings. It would enable a vista through the structure, thus improving its presentation.

2. Public Safety

Concern has been raised about the possibility of anti-social behaviour occurring on the pedestrian bridge, including the throwing of objects at passing traffic.

There are a number of ways of minimising the likelihood of this occurrence, which include:-

1. *Construction of an enclosing cage element similar to that employed on a number of bridges and pedestrian over passes, particularly in the western suburbs.*

2. *Eliminating the chance for the opportunity for concealment on the pedestrian bridge. This may be achieved through open ballustrading and railings.*

3. *By closing the pedestrian bridge to pedestrian traffic after the cessation of trade by adjoining businesses (Cote D'Azur and Rydges Hotel).*

It is considered that a combination of points 2 and 3 would assist in overcoming these concerns.

3. Impact on Amenity of Adjoining Properties

The use of the pedestrian bridge, particularly late at night, will impact on the amenity of adjoining properties. This, however, may be minimised by closing the facility after the close of trade of adjoining businesses.

4. Vandalism and Graffiti

A pedestrian bridge incorporating solid side elements would encourage graffiti and possibly vandalism. However, the redesign of the structure with open form railings would eliminate this possibility. It would also make it more difficult for advertising and other undesirable signage to be draped from the structure which would affect the visible quality of the structure.

5. Cost to Residents of the Cote D'Azur

Concern has been raised by the Body Corporate of the Cote D'Azur about the costs associated with this structure to be borne by the residents within the development. These include maintenance and operation of the lift, cleaning and maintenance of the stairs as well as public liability costs.

Council, when approving the Cote D'Azur development, pursued the planning objective of providing a pedestrian overbridge for the purpose of improving public safety of this area. This would link the Rydges Hotel with the Cote D'Azur and hence the beach facilities to the

east. In accordance with this objective, access for the disabled was provided on both sides of the future bridge, including a ramp within the Rydges Hotel and a lift within the Cote D'Azur development. The associated costs to both developments were externalised when they were approved by Council. This included the costs to future residents of the Cote D'Azur. In fact, a Positive Covenant exists on the title of the Cote D'Azur to the effect that the lift in question must be operable from 6.00am to the cessation of operations as approved by Council on lots 12 and 21 (ie. the Restaurants on the corner of the Cote D'Azur development).

It is also noted that neither the applicants for the Rydges Hotel nor the Cote D'Azur exercised their rights of appeal to the Land and Environment Court in relation to the imposition of matters associated with this pedestrian bridge.

6. Traffic Management Issues

A number of objectors saw no appreciable improvement in pedestrian movements at this intersection as a result of the construction of this bridge. They also considered that there are a number of alternatives that had not been explored.

As mentioned earlier, the DCP – Cronulla Centre presents four (4) options in relation to traffic management at this intersection. Option (C) involves the retention of the existing roundabout along with a pedestrian overbridge.

The approval of the present application will not necessarily compromise any future decision about the street level facilities at this intersection. A pedestrian overbridge will work in conjunction with all options presented in the DCP.

The Consultative Traffic Forum supports the proposal.

Conclusion

The pedestrian overbridge is a rather contentious issue for residents in this area. The majority of submissions received were from body corporate's within a 300 metre radius of the facility.

Of most concern is the visual appearance, which may be improved by redesigning the structure to eliminate solid railings. This will also minimise the opportunity for concealment, thus improving public safety. It would also minimise the likelihood of vandalism and undesirable advertising. In terms of amenity, this may be improved by closing the structure after the cessation of trade of the restaurants adjacent to the bridge. This will also improve public safety and eliminate the likelihood of objects being thrown from the structure after the nearby hotel closes.

While the DCP – Cronulla Centre does not provide a recommendation in terms of the treatment of this intersection, approval of the pedestrian bridge w
decision. Rather, approval of the structure will complement any improvement at ground level at this intersection.

This application has been assessed having regard to the Heads of Consideration under Section 90(1) of the Environmental Planning and Assessment Act, 1979, the provisions of Sutherland Shire Local Environmental Plan, 1993 and all relevant Council Codes and

Policies. Following detailed assessment it is considered the application may be supported, subject to conditions of development consent, which include:-

1. *The proposed pedestrian bridge shall be redesigned so as to provide open form metal or glass side railings.*

2. *For security purposes and to increase public safety, the proposed pedestrian bridge shall be closed following the cessation of trade of the adjoining restaurants in the Cote D'Azur and Rydges Hotel.*

3. *At no time shall advertising or other material be permitted on the pedestrian bridge.*

4. *The proposed pedestrian bridge shall be constructed at the cost of Rydges Hotel in accordance with the terms of Council's Development Consent No. 223/88 approved on 19 September 1988 and specifically in accordance with Condition No. 4 therein.*

REPORT RECOMMENDATION

1. *That after preliminary consideration of Development Application No. 950731 for the Erection of a Pedestrian Bridge Over Gerrale Street, Cronulla, adjacent to Lot 20 DP6430, it is Council's view that it would be prepared to favourably consider the application, subject to:*

   (a) *The proposed pedestrian bridge being redesigned to provide open form metal or glass side railings.*
   (b) *For security purposes and to increase public safety, the proposed pedestrian bridge being closed following the cessation of trade of the adjoining restaurants in the Cote D'Azur and Rydges Hotel.*
   (c) *No advertising or other material being permitted on the pedestrian bridge at any time.*
   (d) *The proposed pedestrian bridge being constructed at the cost of Rydges Hotel in accordance with the terms of Council's Development Consent No. 223/88 approved on 19 September 1998 and specifically in accordance with Condition No. 4 therein.*

2. *That Development Application No. 950731 for the Erection of a Pedestrian Bridge Over Gerrale Street, Cronulla, adjacent to Lot 20 DP6430 be referred to the Director - Environmental Services for assessment and determination in accordance with the authorities delegated by the Acting General Manager dated 1 October 1993 and the General Manager dated 6 July 1998, pursuant to Section 378 of the Local Government Act, 1993.*

COUNCIL DECISION:

That consideration of Development Application No. 950731 for the Erection of a Pedestrian Bridge Over Gerrale Street, Cronulla, adjacent to Lot 20 DP6430 be deferred to the Council Meeting to be held on 9 November 1998, pending legal advice on the implications of Council refusing the application in view of the fact that the provision of the pedestrian bridge was a condition placed on an earlier development consent.

FURTHER CONSIDERATION:
Council considered this matter further on 9 November 1998 at which time it was resolved ... "*that Development Application No.950731 for the Erection of a Pedestrian Bridge over Gerrale Street Cronulla adjacent to Lot 20 DP 6430 be referred to the Sutherland Traffic Committee for consideration* ." This occurred on 14 December 1998 when it was decided to defer the matter for further consideration and to conduct a traffic impact study.

RESULT OF TRAFFIC INVESTIGATION
Following lengthy investigations, the Works and Emergency Services Committee considered a report on 20 January and Council further considered the matter 3 February 2003. This concluded report that ..."*there was no warrant for a pedestrian overbridge from a pedestrian movement perspective* ". It was recommended "*that the proposal to provide a pedestrian overbridge at the intersection of Kingsway and Gerrale Street, Cronulla not proceed* ." However, Council resolved "*that the report on the Proposed Pedestrian Overbridge ... be deferred for consideration at the Works and Emergency Services Committee meeting on 10 February 2003* ."

It appears from Council's records that the report was never recommitted to the Works and Emergency Services Committee.

Since that time a major upgrade of the adjacent intersection has been completed which further supports the position that the proposed pedestrian overbridge is no longer warranted. This has been confirmed by both the Director – Engineering and Manager – Traffic and Transport. On this basis it is suggested that the applicant be invited to formally withdraw Development Application No. 950731 as there is no longer a need for a pedestrian overbridge in this location.

Report Recommendation:

That the Applicant be invited to formally withdraw Development Application No. 950731 as there is no longer a need for a pedestrian overbridge in this location.

Committee Recommendation:

That the Applicant be invited to formally withdraw Development Application No. 950731 as there is no longer a need for a pedestrian overbridge in this location.

Council Resolution:

That the Applicant be invited to formally withdraw Development Application No. 950731 as there is no longer a need for a pedestrian overbridge in this location.

COTE D'AZUR - LIFT MAINTENANCE & OTHER LIFT RELATED INVOICES PAID BY LOT 21 FROM 12 DECEMBER 2005 TO-DAT

Interest Rate:	%
Todays Date:	14/07/2014

INVOICE DATE	DUE DATE	INVOICE DESCRIPTION	AMOUNT DUE	AMOUNT PAID	DATE PAID	CHQ NO.	STM REF	GROUPED PAYMENT	AMOUNT PAID & ACC. INTEREST	NO. OF DAYS
24/01/2006	-	Lift Maintenance January - March 2006	$ 1,214.65	$ 1,214.65	31/01/2006	83	M0000089		$ 2,824.53	3093
6/07/2006	-	Lift Phone	$ 36.47	$ 36.47	10/07/2006	91	M0000111		$ 81.12	2930
24/07/2006	-	Lift Maintenance - July to September 2006	$ 1,290.94	$ 1,290.94	31/07/2006	95	M0000117		$ 2,857.29	2912
21/08/2006	-	Lift Phone - 24/07/2006	$ 35.39	$ 35.39	31/08/2006	102	M0000121		$ 77.73	2884
19/10/2006	-	Lift Phone - 24/09/2006	$ 35.61	$ 35.61	6/11/2006	114	M0000129		$ 76.97	2825
31/10/2006	-	Rpl. Door board	$ 1,419.00	$ 1,419.00	27/11/2006		M0000130		$ 3,057.03	2813
15/01/2007	-	Lift Phone	$ 34.95	$ 34.95	30/01/2007	131	M0000137		$ 73.75	2737
8/02/2007	-	Lift Phone	$ 34.95	$ 34.95	22/02/2007	144	M0000158		$ 73.27	2713
28/02/2007	-	Lift Maintenance - April - June 2006	$ 1,214.65	$ 1,214.65	14/03/2007	149	M0000165		$ 2,532.50	2693
28/02/2007	-	Lift Maintenance - October - November 2006	$ 1,290.94	$ 1,290.94	14/03/2007	149	M0000166		$ 2,691.56	2693
28/02/2007	-	Lift Maintenance - January - March 2007	$ 1,290.94	$ 1,290.94	14/03/2007	149	M0000167	$ 3,796.53	$ 2,691.56	2693
28/02/2007	-	Lift Phone 13/09/2006	$ 35.17	$ 35.17	14/03/2007	146	M0000162		$ 73.33	2693
28/02/2007	-	Lift Phone 29/10/2006	$ 35.17	$ 35.17	14/03/2007	146	M0000163		$ 73.33	2693
28/02/2007	-	Lift Phone 29/11/2006	$ 35.17	$ 35.17	14/03/2007	146	M0000164	$ 105.51	$ 73.33	2693
15/03/2007	-	Lift Phone	$ 35.17	$ 35.17	22/03/2007	150	M0000170		$ 73.03	2678
16/04/2007	-	Lift Phone 29/03/2007	$ 35.61	$ 35.61	24/04/2007	153	M0000192		$ 73.30	2646
16/04/2007	-	Lift Maintenance April - June 2007	$ 1,290.94	$ 1,290.94	24/04/2007	154	M0000191		$ 2,657.27	2646
14/05/2007	-	Lift Phone 29/04/2007	$ 35.61	$ 35.61	1/06/2007	160	M0000203		$ 72.74	2618
7/06/2007	-	Lift Phone 29/05/2007	$ 35.83	$ 35.83	18/06/2007	162	M0000207		$ 72.71	2594
20/06/2007	-	Lift Repairs	$ 385.00	$ 385.00	2/07/2007	164	M0000208		$ 778.55	2581
19/07/2007	-	Lift Maintenance July - September 2007	$ 1,372.01	$ 1,372.01	13/08/2007	168	M0000226		$ 2,752.63	2552
19/07/2007	-	Lift Phone 29/07/2007	$ 36.43	$ 36.43	13/08/2007	168	M0000225	$ 2,783.44	$ 73.09	2552
14/08/2007	-	Lift Phone 29/07/2007	$ 35.39	$ 35.39	30/08/2007	169	M0000238		$ 70.50	2526
27/08/2007	-	Lift 3/Reactivated Car Stop Switch	$ 330.00	$ 330.00	6/09/2007	174	M0000241		$ 655.06	2513
11/09/2007	-	Lift Phone 29/08/2007	$ 35.17	$ 35.17	25/09/2007	175	M0000246		$ 69.53	2498
15/10/2007	-	Lift Phone 29/09/2007	$ 34.95	$ 34.95	12/11/2007	179	M0000261		$ 68.46	2464
13/11/2007	-	Lift Phone 29/10/2007	$ 34.95	$ 34.95	3/12/2007	183	M0000273		$ 67.92	2435
10/12/2007	-	Lift Phone 29/11/2007	$ 34.95	$ 34.95	17/12/2007	186	M0000275		$ 67.42	2408
7/01/2008	-	Lift Maintenance January - March 2008	$ 1,372.01	$ 1,372.01	11/02/2008	190	M0000282		$ 2,626.44	2380
10/03/2008	-	Lift Maintenance October - December 2007	$ 1,372.01	$ 1,372.01	25/03/2008	198	M0000295		$ 2,581.68	2317
7/05/2008	-	Phone Usage to 13.4	$ 105.28	$ 105.28	16/05/2008	202	M0000313		$ 194.99	2259
20/05/2008	-	Hazard Risk Assess. On Lift	$ 660.00	$ 660.00	4/06/2008	206	M0000315		$ 1,218.08	2246
20/05/2008	-	Lift Service	$ 264.00	$ 264.00	4/06/2008	206	M0000316	$ 924.00	$ 487.23	2246
13/06/2008	-	Lift 3/Ground Floor Water Damage	$ 429.00	$ 429.00	27/06/2008	207	M0000321		$ 786.59	2222
23/08/2008	-	Lift Phone 21/08/2008	$ 35.17	$ 35.17	9/10/2008	215	M0000362		$ 62.72	2120
5/12/2008	-	Lift Phone	$ 42.51	$ 42.51	21/04/2009	227	M0000401		$ 74.31	2047
8/01/2009	-	Lift Phone - 13/01/2008	$ 39.94	$ 39.94	21/04/2009	227	M0000403		$ 69.17	2013
14/04/2009	14/04/2009	Phone to 13 March	$ 55.38	$ 55.38	21/04/2009	227	-	$ 137.83	$ 93.43	1917

ANNEXURE 'E'

31/12/2008	-	Lift Maintenance January - March 2009	$ 1,458.17	$ 1,458.17	5/06/2009	229	M0000402			$ 2,530.93	2021
19/02/2009	19/02/2009	Phone Charges 14/01 - 13/02/2009 ((02) 9527 7518)	$ 39.94	$ 39.94	29/06/2009	236	-			$ 68.38	1971
14/04/2009	14/04/2009	Lift April - June 2009	$ 1,458.17	$ 1,458.17	29/06/2009	235	-			$ 2,460.12	1917
13/07/2009	13/07/2009	Lift July - September 2009	$ 1,549.75	$ 1,549.75	27/07/2009	239	-			$ 2,551.21	1827
13/07/2009	10/08/2009	Phone to 21/06/2009	$ 40.38	$ 40.38	25/08/2009	243	-			$ 66.47	1827
12/08/2009	12/08/2009	Lift Exclusive Use	$ 40.38	$ 40.38	25/08/2009	243	-			$ 65.93	1797
16/03/2009	16/03/2009	Phone Usage to 13/03/2009	$ 40.60	$ 40.60	25/08/2009	243	-	$ 3,791.44		$ 69.04	1946
26/10/2009	26/10/2009	Telstra Bill - issued 22/08/2009	$ 40.16	$ 40.16	2/11/2009	246	-			$ 64.24	1722
3/11/2009	3/11/2009	Phone usage issued 21/09/2009	$ 40.16	$ 40.16	30/11/2009	351	-			$ 64.10	1714
3/11/2009	3/11/2009	Phone usage issued 21/09/2009	$ 54.94	$ 54.94	30/11/2009	351	-	$ 95.10		$ 87.70	1714
13/01/2010	13/01/2010	Phone usage issued 21/12/2009	$ 39.94	$ 39.94	29/01/2010	353	-			$ 62.53	1643
18/03/2010	18/03/2010	January - March 2010 - Lift	$ 1,327.17	$ 1,327.17	26/03/2010	362	-			$ 2,041.86	1579
17/06/2010	17/06/2010	Telstra Bill issued 22/05/2010	$ 40.16	$ 40.16	2/07/2010	369	-			$ 60.27	1488
27/07/2010	27/07/2010	Lift Maintenance July - September 2010	$ 1,647.07	$ 1,647.07	28/09/2010	370	-			$ 2,445.05	1448
12/08/2010	12/08/2010	Telstra bill issued 25/07/2010	$ 40.16	$ 40.16	1/09/2010	376	-			$ 59.36	1432
30/08/2010	30/08/2010	Phone 14.08 - 13.09.10	$ 55.83	$ 55.83	10/09/2010	378	-			$ 82.11	1414
3/11/2010	3/11/2010	Telstra Bill issued 21/10/2010	$ 39.94	$ 39.94	8/11/2010	384	-			$ 57.71	1349
12/01/2011	12/01/2011	January - March 2011	$ 1,647.07	$ 1,647.07	2/02/2011	391	-			$ 2,334.87	1279
4/08/2011	4/08/2011	July to September a/c	$ 1,750.51	$ 1,750.51	18/08/2011	406	-			$ 2,347.16	1075
10/01/2012	10/01/2012	Maintenance for lift January to March 2012	$ 1,750.51	$ 1,750.51	27/01/2012	417	-			$ 2,247.52	916
		TOTAL PAID		**$ 29,723.82**			**TOTAL PAID + ACCRUED INTEREST**			**$ 52,770.73**	

NSW GOVERNMENT | Fair Trading

Mediation Services Unit
PO Box A805
Sydney South NSW 1235
Tel: 13 32 20 Fax: 02 9641 6565
www.fairtrading.nsw.gov.au

Why you should mediate.....

Strata disputes can be difficult and unpleasant for everyone involved. The Office of Fair Trading's mediation service is well aware of this. At mediation, we seek to give you a real chance at improving your situation with a better understanding of how you and the other owners want to live together. It also helps by providing you with information about what the strata legislation requires from owners and owners corporations.

Our mediators are skilled facilitators who will assist you to explain your concerns and ensure both sides get heard. They provide an opportunity to fully discuss the issues and seriously examine ways of resolving the matter. Our intention is to give you all the best opportunity for sorting things out in a way that works for all of you. This often involves considerable attention to the detail of who does what and when.

The nature of strata living means these discussions sometimes need to include wider issues about how you all want your community to be managed. This is where strata mediation can really help. You get a chance to focus on your future, to focus on the kind of community you and the other owners want, and to focus on how this can be achieved by working together. Living in a strata scheme means living in a community made up of all owners, each of whom need to participate in the running of their owners corporation.

We are not interested in quickly agreed settlements that may collapse in a few weeks time because seemingly minor details were not finalised. This is why Fair Trading also provides clarification of strata legislative requirements. During the mediation there may be times when uncertainty arises about what is required; for instance: how can an owner call for a general meeting to be held or what decisions can or cannot be made by the executive committee? Should this happen, a strata information officer can attend in person or by telephone to clear up misunderstandings.

We are also aware that not every dispute can be resolved by discussion. Sometimes people need an independent person to make a judgement. In these cases, people may apply to the Consumer, Trader and Tenancy Tribunal for an order to decide the matter. Our role during mediation is to assist people understand what the legislation requires and to ensure they understand what information they will need to support their case. If people pursue matters to the Tribunal we want them to have the best chance they can of getting the substantive issues addressed.

Strata mediations provide an opportunity to improve the way your community works.

Strata and community disputes

Strata and community living often brings people of diverse interests and backgrounds close together. Disagreements and disputes sometimes arise. Tolerance, understanding of others and communication are essential to harmonious living.

The *Strata Schemes Management Act 1996* and the *Community Land Management Act 1989* set out processes for resolving disputes.

Talk about it

Sometimes people in dispute have not even spoken to each other about the problem. This makes it very hard for people to continue living together happily. The first step towards resolving a strata issue is to make every attempt to do so by discussing it with the other party. It might help to have the owners corporation discuss the problem at a meeting.

Mediation

Many disputes can be resolved through mediation – a structured negotiation process in which a neutral and independent mediator assists parties in dispute to achieve resolution. The mediator's role is to:

- help identify the issues in dispute
- assist the parties to raise and consider options and strategies by which the issues may be addressed
- assist the parties to discuss the issues and options with a view to negotiating a settlement they can all live with.

Any agreement reached at the end of mediation is binding for those involved. The agreement may be made into an enforceable order by an Adjudicator in certain circumstances. More information about mediation and details of what is involved can be found in the *Strata and community mediation* fact sheet. Fair Trading provides a mediation service through its Mediation Services Unit.

Notice to comply with a by-law

Where the owners corporation is satisfied an owner/occupier has breached a by-law, it can issue a notice requiring that person to comply with the by-law. If it is not complied with, the owners corporation may ask the Consumer Trader and Tenancy Tribunal (Tribunal) to impose a penalty of up to $550. This must be done within 12 months of issue.

The Tribunal is a specialist, independent, low cost tribunal for the fair and timely resolution of disputes according to law. Disputes are resolved at a hearing or by alternative dispute resolution.

View or download the prescribed *Notice to comply with a by-law* form in PDF format (size: 57k) from the Fair Trading website or call 13 32 20 for a copy.

Orders by an Adjudicator

An Adjudicator can make decisions on disputes or complaints which have not been resolved by mediation. You must attempt mediation before applying for Adjudication. Adjudicators can rule on disputes including:

- repairs to common property
- water penetration through windows and shower floors
- enforcement of by-laws
- appointment of a managing agent
- validity of meetings
- variation of insurance.

The types of disputes an Adjudicator can rule on in a community scheme depends on the management statement provisions of the Act. Community scheme disputes an Adjudicator can rule on include:

- repairs to association buildings
- enforcing restrictions on use of association property
- enforcement of by-laws
- internal fencing
- storage and collection of garbage.

How is an Adjudicator's decision made?

Applications to an Adjudicator do not require parties to appear at the Tribunal. A letter is sent by the Tribunal to interested parties asking for submissions (the views of anyone involved). The Adjudicator looks at the application and all submissions, as well as decisions

made in similar cases. The decision and the reasons for it, are given in writing.

When applying for an order by an Adjudicator or the Tribunal, you need to submit relevant documents to prove your argument. If possible, attach a copy of the strata plan, minutes of relevant meetings, resolutions and by-laws.

Notice of the order is sent out to the people involved (the person who applied, the person it is against, anyone who sent in a submission and the owners corporation). An Adjudicator's order is binding and carries a penalty for failure to comply.

It can take between 6 to 10 weeks after an application is lodged for an order to be made.

Appealing an Adjudicator's decision

You can appeal to the Tribunal but you must do this quickly (within 21 days of the order coming into effect). In some cases it may be possible to extend this to 90 days but you must have good reasons. If the Adjudicator dismissed your application, the appeal must be made within 21 days.

Tribunal hearings

Some examples of disputes that the Tribunal can rule on are:

- appeals against an Adjudicator's decision
- changes to unit entitlements
- changes to the management statement
- authorisation of certain acts in the initial period to preserve the facilities of the scheme in the early stages of a development.

How is a Tribunal case different from an Adjudicator's case?

The preliminary process is the same (ie. filling in the application, paying the fee) but the hearing before the Tribunal is held in public. The hearing is similar to a Local Court although it is not quite as formal. The Tribunal has regular hearings in Sydney and other metropolitan and country centres.

Is a legal practitioner necessary?

A legal practitioner is not necessary. You may present (argue) your case by yourself.

When will the Tribunal make its decision?

Usually a decision is made by the Tribunal after everyone has finished giving their evidence. Sometimes the Tribunal might want more time to think about it and will give a reserved decision later. A notice of the order is sent out after the Tribunal makes its decision.

Can you appeal a decision by the Tribunal?

Yes, but only to the District Court. You should get legal advice about this.

How do you apply to the Tribunal?

You need to complete a Tribunal application form. For a copy, go to the Tribunal website, pick one up from a Fair Trading Centre, or call 13 32 20 and one will be posted to you. After carefully reading the guide notes, complete the form and send it to the Tribunal with your application fee.

Other information

Information about other aspects of strata schemes can be found in the following fact sheets:

- *Strata scheme sinking funds* (FTR47)
- *Starting the owners corporation* (FTR48)
- *Responsibilities of the owners corporation* (FTR49)
- *Meetings of the owners corporation* (FTR50)
- *Strata scheme executive committee* (FTR51)
- *Managing agents and caretakers* (FTR52)
- *Common property and by-laws* (FTR53)
- *Strata and community mediation* (FTR02)

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

© State of New South Wales through NSW Fair Trading
You may freely copy, distribute, display or download this information with some important restrictions. See NSW Fair Trading's copyright policy at www.fairtrading.nsw.gov.au or email publications@services.nsw.gov.au