

## **The National Apartments**

# **CONDITIONS OF APPROVAL**

### **FOR THE INSTALLATION OF HARD-SURFACE FLOORING**

**The Owners—Units Plan No 2265**

**1. Noise transmission standard**

Your Floor Installation must achieve a Star Rating of 5 or higher.

You must ensure, and continue to ensure, that your Floor Installation complies with this condition.

**2. Acoustical consultant's reports**

(a) Before installing your Floor Installation, you must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the proposed installation is likely to achieve compliance with clause 1 of these Conditions.

(b) After installing your Floor Installation, you must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the installation in fact achieves compliance with clause 1 of these Conditions.

**3. Directions of the owners corporation**

If the owners corporation forms the view, in its sole discretion, that your Floor Installation does not comply with clause 1 of these Conditions, then (without limiting its other rights) the owners corporation may direct you to remove your Floor Installation and install carpet and underlay in its place, or direct you to take other steps with a view to mitigating noise transmission from your Floor Installation (such as, without limitation, placing rugs).

You must promptly comply with a direction of the owners corporation given under this clause, including by doing building works.

**4. Ownership**

You own your Floor Installation.

**5. Maintenance**

You must maintain your Floor Installation and keep it in a state of good and serviceable repair.

**6. Conditions applying to building works**

Your Building Works:

- (a) must be carried out in accordance with, comply with, and not cause the Development to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the Development and not adversely affect the structure or support of the Development;
- (d) must not compromise the proper functioning or performance of any existing system or element of the Development;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the Development by other owners or occupiers of lots;
- (f) must be carried out only between the hours otherwise specified in the Approval, or in the absence of such specified hours, between the hours of 7:30am and 5:30pm (excluding

on any day that is a Saturday, Sunday or public holiday in the Australian Capital Territory) or between 8:30 am and Midday on a Saturday; and

(g) must be carried out only by suitably experienced, licensed and qualified trades persons.

## 7. Insurance

You must ensure, in connection Your Building Works, that insurance is effected and maintained as may be required by law, and in the form of a “contractor’s all risk” insurance policy with a limit of no less than \$5,000,000 per event.

## 8. Cleanliness, protection and rectification

You must:

- (a) ensure the Development is adequately protected from damage that may be caused by Your Building Works;
- (b) ensure any part of the Development affected by Your Building Works is kept clean and tidy and is left clean and tidy on completion of Your Building Works; and
- (c) if Your Building Works cause damage to the Development, rectify that damage, including putting effect to any necessary building works.

## 9. Indemnity

You must indemnify the owners corporation immediately on demand for any cost, loss, damage or claim that the owners corporation suffers, or which is brought against the owners corporation, because of a breach by you of these Conditions.

## 10. Scope of Approval

The Approval operates as an approval of the owners corporation for the purposes of rules 10, 11, 32 and 36 of the owners corporation’s rules. The Conditions are conditions imposed under rule 12 of the owners corporation’s rules.

## 11. Defined terms

In these Conditions, unless the context otherwise requires, the following terms have the following meanings:

**AAAC** means the Association of Australasian Acoustical Consultants;

**Approval** means the approval for a Floor Installation to which these conditions attach;

**Conditions** means these conditions;

**Development** means the land and buildings the subject of the Units Plan;

**Floor Installation** means the flooring installation the subject of the Approval;

**owners corporation** means The Owners—Units Plan No 2265;

**Star Rating** means a star rating within the meaning of the AAAC “Guideline for Apartment and Townhouse Acoustic Rating” then current at the time of the Approval;

**Units Plan** means units plan 2265;

**you** means the owner for the time being of a unit to whom the Approval was granted; and

**Your Building Works** means building works, and the supply of related products and services, that you are permitted or required to put effect to under these Conditions.

## 12. Interpretation

In these Conditions, unless the context otherwise requires:

- (a) Where a word or phrase is defined in these Conditions, other grammatical forms or expressions of that word or phrase carry a corresponding meaning.
- (b) The singular includes the plural and vice versa.
- (c) The expression “including” does not limit what may be included.

