

# Estate Policy

# 1 Contents

<b>2</b>	<b>WELCOME.....</b>	<b>3</b>		
<b>3</b>	<b>TENANTS.....</b>	<b>3</b>		
3.1	QUIET ENJOYMENT .....	3		
3.2	GOING ON VACATION .....	3		
3.3	PET POLICY.....	3		
3.4	RELATIVES AND VISITORS .....	3		
3.5	CARE AND RESPONSIBILITY .....	3		
3.6	SOLICITING .....	3		
<b>4</b>	<b>FACILITIES .....</b>	<b>4</b>		
4.1	NOISE POLICY .....	4		
4.2	OUTDOOR ENTERTAINING AREAS .....	4		
<b>5</b>	<b>HOMES .....</b>	<b>4</b>		
5.1	ALTERATIONS.....	4		
5.2	HOME MAINTENANCE .....	4		
5.3	CONTRACTORS WORKING ON HOMES.....	4		
5.4	INSURANCE.....	4		
5.5	PEST CONTROL.....	4		
<b>6</b>	<b>GARDENING GUIDELINES .....</b>	<b>5</b>		
6.1	ESTATE MANAGER’S RESPONSIBILITY .....	5		
6.2	TENANT RESPONSIBILITY .....	5		
6.3	RETICULATION.....	5		
6.4	HANGING, CLIMBING AND POT PLANTS.....	5		
6.5	GARDEN ORNAMENTS .....	5		
6.6	WORK REQUESTS .....	5		
<b>7</b>	<b>OPERATIONS.....</b>	<b>6</b>		
7.1	OCCUPATIONAL SAFETY, HEALTH AND ENVIRONMENT .....	6		
7.2	SECURITY.....	6		
7.3	MAILBOXES.....	6		
7.4	VEHICLES.....	6		
7.5	PARKING .....	6		
7.6	ESTATE CARE AND MAINTENANCE TEAM .....	6		
7.7	SPECIAL EVENTS.....	6		
7.8	SMOKING .....	6		
7.9	WASTE REMOVAL .....	6		
7.10	RUBBISH BINS.....	6		
7.11	ENVIRONMENTAL GUIDELINES.....	6		
<b>8</b>	<b>MANAGEMENT .....</b>	<b>7</b>		
8.1	ROLE OF ESTATE MANAGEMENT.....	7		
8.2	PURPOSE .....	7		
8.3	RESPONSIBILITY .....	7		
8.4	COMPLIANCE.....	7		
8.5	PRIVACY .....	7		
8.6	IN THE HOME .....	7		
8.7	EMERGENCIES WARAMBIE ESTATE.....	7		
8.8	MAXIMUM LEASE PERIOD .....	7		
<b>9</b>	<b>APPENDICIES.....</b>	<b>9</b>		
9.1	CODE OF CONDUCT POLICY .....	10		
9.2	EMERGENCY STANDING ORDERS .....	14		

## 2 WELCOME

The Management team is committed to maintain and cultivate an Estate that offers maximum comfort and enjoyment for all its Tenants.

Please take a moment to read our Estate Policy and keep it in a safe place.

We have carefully designed the Policy to highlight day-to-day activities which are important to you as valued Tenants, together with relatives, visitors, Warambie Estate employees, contractors, subcontractors and vendors when they are present at the Estate grounds.

Management will be guided by the Caravan and Camping Grounds Act 1995 (WA) and the Estate Policy to administer the Estate. Management manages the Estate and any community facilities.

## 3 TENANTS

### 3.1 Quiet Enjoyment

Tenants, their relatives, visitors and Management should have the benefit of quiet enjoyment while in the Estate and respect the rights of others to quiet enjoyment. Tenants are responsible for their relatives, children and visitors whilst they are in the Estate.

### 3.2 Going on vacation

If you're going to be away for more than seven days, we kindly ask that you inform Management to assist with security and maintenance.

### 3.3 Pet Policy

Pets are not permitted in the Estate at anytime.

### 3.4 Relatives and Visitors

Relatives and visitors are welcome to visit or to stay with Tenants for up to 30 days.

Management needs to be made aware of extended visits (or longer than 7 days) Extended stays may attract additional costs.

Relatives and visitors may only reside in the Estate when the Tenant is also residing in the Estate.

Relatives and visitors are welcome to use Estate facilities provided the Tenant is in attendance at all times.

Tenants are responsible for the actions and behavior of their visitors or contractors whilst in the Estate.

### 3.5 Care and Responsibility

Management takes every care to provide a safe Estate environment but is not responsible for the actions of Tenants, their relatives, visitors and their appointed contractors who are the responsibility of the Tenant.

As law abiding citizens, Tenants are obliged to adhere to any relevant Federal, State or Local Government Acts and Bylaws.

Tenants are responsible for any damage caused to Estate by themselves, their relatives, visitors or their appointed contractors.

### 3.6 Soliciting

Unless specifically approved by Management, soliciting either door to door or otherwise, for any purpose is not permitted in the Estate. This includes distributing flyers and / or samples to homes or to mailboxes.

## 4 FACILITIES

### 4.1 Noise Policy

Prior to 10pm functions/gatherings are permitted in the outdoor entertainment areas.

After 10pm noise levels are to be kept to a minimum. Any “unreasonable noise” is to cease after mid-night.

### 4.2 Outdoor Entertaining Areas

The popular outdoor entertaining and barbecue areas are for Tenants, their relatives, visitors, approved Warambie Estate employees, caterers and invited guests to enjoy and use.

The outdoor entertaining area is not a licensed venue and is subject to local licensing restrictions which apply to any other public open space.

Tenants need to be in attendance at all times and are responsible for the safety and behaviour of their relatives and visitors whilst using this facility.

## 5 HOMES

### 5.1 Alterations

Alterations are not to be made to the structure of the home inside or out. Hanging frames inside the dwelling is allowed as long as self-adhesive hooks are used.

Screws or nails are not permitted to be used in the homes under any circumstance.

Steel mesh security doors may be fitted at tenants’ cost with the prior permission of the Estate Manager.

### 5.2 Home Maintenance

Tenants are responsible for maintaining the aesthetic appeal of their home and home site to an acceptable neat and tidy standard comparable to the standard within the Estate.

Outside of the agreed warranty period, Tenants are responsible for all day to day/general wear and tear home maintenance. Tenants and Lease holders are also responsible for any damage caused due to negligence, abuse or misuse. Essential services to the home such as power and water, along with warranty items and essential plant and equipment such as Hot Water Systems are the responsibility of Management.

### 5.3 Contractors Working on Homes

Tenants enlisting the services of contractors for work in or around the home are required to ensure the contractor is:

- Licensed by the relevant authority to do the work.
- Responsible for rectifying any damage they cause in the Estate.
- Covered by a comprehensive public liability insurance policy.
- Compliant with Occupational Safety and Health standards.

All work undertaken in or around the home must be to a professional quality and to Estate standard and must not unnecessarily or unreasonably impact on the quiet enjoyment of other Tenants.

It is imperative all contractors report to the Site/Management office to sign in/out.

### 5.4 Insurance

Home and public liability insurance is covered by Management. However, this does not include personal effects, contents, vehicles or any items owned by tenants or Leaseholders. It is recommended that tenants maintain appropriate contents insurance at all times.

### 5.5 Pest Control

Maintaining a clean home free from insects, pests and vermin is the responsibility of every Tenant. If Management is concerned about pests and vermin within the home, they may request Tenant produce a current pest inspection and treatment certificate. Management is responsible for pest and vermin control within the external areas of the estate.

## 6 GARDENING GUIDELINES

Every landscape is intentionally designed to offer maximum enjoyment years to come through beautiful, environmentally friendly and sustainable native plants and ground coverings that conserve water and help balance nutrients in the soil.

Our sub-surface irrigation systems save significant amounts of water compared to sprinkler irrigation and we are now officially recognized as an approved *Water-wise* development.

### 6.1 Estate Manager's Responsibility

- Initial installation of all gardens.
- Replacement of dead plants inside and rear gardens and common areas within the first three months.
- On-going maintenance of front gardens and community landscapes.
- Ongoing maintenance of all reticulation, front, rear and side, unless damaged is caused by the Tenant.

### 6.2 Tenant Responsibility

- To maintain gardens to the rear and carport side of the home.
- To replace any dead plants after three months in the carport side and rear gardens.
- To report any damage or malfunction of reticulation to Management as soon as noticed.
- If Tenant causes any damage to the reticulation system, they will be liable for the cost of repairs, which will be carried out by Management.

### 6.3 Reticulation

The reticulation system is subsurface which means it is under the ground. This is the best method for watering directly to the roots where it is required. This type of reticulation system requires specialized expertise to ensure lines are not contaminated and the appropriate pressure is maintained etc.

### 6.4 Hanging, Climbing and Pot Plants

We wholly support water-wise indigenous plants that thrive in the region.

Pots however are welcome as an alternative to growing your favorite non-indigenous plants and climbers.

Hanging pot plants may be hung on back patios but are not to be hung in carports or on front verandas that face the road.

Pot plants placed and climbing plants within view of the street should complement the gardens and be maintained to a neat and tidy standard comparable to the standard within the Estate.

Climbing plants on boundary fencing must be kept within the home site.

### 6.5 Garden Ornaments

If you're planning on placing some garden ornaments or window boxes in your front garden, please ensure you keep them to a minimum and of course, don't offend others.

Ornaments or window boxes placed in front gardens are installed at Tenants own risk.

### 6.6 Work Requests

Requests for maintenance and repair work in communal areas or structural issues in the homes can be made with Management.

## 7 OPERATIONS

### 7.1 Occupational Safety, Health and Environment

Management are committed to maintaining best OSH practice within all Estates.

It is imperative Management and Tenants; visitors and contractors adhere to Occupational Safety and Health requirements whilst in the Estate.

### 7.2 Security

The Estate is designed to provide a comfortable, safe and secure environment for all Tenants. Hazards and incidents in the Estate of concern to Tenants are to be reported to Management as soon as possible.

Neighborhood Watch is encouraged throughout the Estate.

### 7.3 Mailboxes

Australia Post delivers all mail directly into mailboxes located at each home site. Lost or incorrectly addressed mail or parcels are the responsibility of Australia Post.

### 7.4 Vehicles

A brisk walking pace speed limit (**8kms per hour**) is to be maintained on all roads within the Estate.

Vehicles are not to be used in a manner that could cause concern or danger to others. All directional and road signs within the Estate are to be observed at all times.

Tenants and employees may use bicycles, motorbikes, scooters, and other recreational items providing they do not disturb the quiet enjoyment of others.

All vehicles are required to be licensed and in a roadworthy condition. It is recommended that Tenants insure their vehicles.

### 7.5 Parking

Vehicles must be parked in driveways and not within one metre of the road. Vehicles are not permitted to be parked on the road or on road verges.

Separate Caravan and Boat parking areas may be provided and may attract a rental charge.

Vehicles may not be left for longer than one day in the designated visitor parking bays without permission from Management.

### 7.6 Estate Care and Maintenance Team

The Estate Care and Maintenance Team will maintain the outdoor entertainment area, communal gardens, public open space areas, landscaping, mulching, weeding and replacement of plants in front of homes.

### 7.7 Special Events

Decorations for special events such as Christmas may be installed and are to be removed within 14 days of the event.

### 7.8 Smoking

Smoking within the homes is strictly prohibited.

Smoking is also not permitted within 10metres of any communal facility including the BBQ and playground areas.

Tenants caught smoking within these areas will be in breach of the code of conduct.

The consequences of any breaches of the Code of Conduct are clear, transparent and enforceable.

### 7.9 Waste Removal

Tenants are responsible for the removal of all waste including green waste, not collected during regular scheduled collections.

### 7.10 Rubbish Bins

A bin for general household rubbish is provided for each home. Bins are to be placed at the front verge on the rubbish collection day.

All rubbish is to be placed in tied plastic bags before being placed in the bin, e.g. in shopping bags inside a bin liner or in large rubbish bags. Bins that do not have correctly bagged rubbish may not be emptied.

Bagged rubbish must remain inside the bin for collection.

### 7.11 Environmental Guidelines

The Estate Manager supports an ethos to improve the environment for future generations and to

reduce the impact of the Estate on the environment. All Tenants are encouraged to use

Eco Friendly Cleaning.

## 8 Management

### 8.1 Role of Estate Management

Management will administer the Estate in accordance with the Estate Policy and Code of Conduct, with the objective to deliver a peaceful, enjoyable lifestyle.

### 8.2 Purpose

The purpose of this Code of Conduct is to ensure Estate life for both Tenant and Trend 55 Staff is respectful, fair and equitable and has integrity consistent with the values and expectations of the Estate Community.

### 8.3 Responsibility

Tenants individually and collectively have a responsibility to each other and to the Estate to create a healthy and sustainable Estate.

### 8.4 Compliance

Tenants, visitors, contractors and Management are responsible for complying with this Code of Conduct and should consider the individual circumstances in the context of the broader view of the community.

Management are treated fairly, with respect and integrity by Tenants as required by Occupational, Safety and Health legislation

The consequences of any breaches of the Code of Conduct are clear, transparent and enforceable.

Breaches of this Code of Conduct may result in removal of the Tenant and in cases where the Lease holder has failed to remedy breaches, termination of their Lease.

Examples of breaches of this Code of Conduct include, but are not limited to:

- Inappropriate behavior including swearing, loud, aggressive or offensive behavior.
- Inappropriate communication including electronic, written, verbal, gestures or other directed to other tenants or Management.
- Harassment - unacceptable conduct that consists of unwelcome and uninvited comments or actions that intimidate, offend,

humiliate or embarrass a person or group of people.

- Making discriminatory remarks directed to other tenants or Management.
- Display, distribution and/or publication of inappropriate material or material containing discriminatory or defamatory meanings.

### 8.5 Privacy

Management is committed to protecting personal and sensitive information it receives. This information will only be used by Management for the purposes of managing the Estate.

### 8.6 In the Home

Tenants are responsible for dealing with any day to day repairs and maintenance faults covered by fair wear and tear. Any equipment installed in the home prior to the lease term commencement may be under warranty and is the responsibility of Management providing the item has not been abused or mistreated.

### 8.7 Emergencies Warambie Estate

In the event of an Estate emergency, procedures as described in the emergency standing orders will be implemented.

Any Estate emergencies are to be reported to Management as soon as possible.

### 8.8 Maximum Lease Period

Warambie Estate was established by the State Government in 2011 and continues to play a pivotal role in supporting local business within the City of Karratha through the provision of affordable housing for eligible service workers.

One of the fundamental principles in providing this support is that tenancies are made available for a maximum of four-years to businesses on the basis that this is considered a reasonable

timeframe in which business growth and/or consolidation can be achieved and following, the transition to private residential arrangements can be established to accommodate employees. This key principle is particularly important given the ongoing high demand for accommodation support provided by Warambie Estate.

Please make sure you have read and understand all the information in this document, if you are unclear about any section of the Warambie Estate Policy; please speak with Management for clarification.



## 9 APPENDICIES

I acknowledge that I have read and understood all the information in the Warambie Estate policy, and I am signing this document as an agreement that I will abide by all its terms and conditions.

1. Date of Agreement: \_\_\_\_\_
2. Tenants Name: \_\_\_\_\_  
Address \_\_\_\_\_
3. Warambie Estate
4. Term: 6,12 or 24 months (Please indicate preferred lease term)

### EXECUTED BY

\_\_\_\_\_  
Signature of [Manager]  
Warambie Estate, Karratha

\_\_\_\_\_  
Name (block letters)

### SIGNED by

\_\_\_\_\_  
Signature of [ Tenant]

\_\_\_\_\_  
Name: (block letters)

in the presence of Lease Holder:

\_\_\_\_\_  
[Witness] : Name (block letters)

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Signature

Business / Occupation: \_\_\_\_\_

## CODE OF CONDUCT

### Introduction

Management are committed to creating communities where Tenants and Management can enjoy a safe, respectful, peaceful, and enriching environment that delivers the quiet enjoyment.

This Code of Conduct is a statement providing specific details on the expected conduct of Tenants and management.

### Purpose

The purpose of this Code of Conduct is to ensure Estate life for both Tenants and Management is respectful, fair and equitable and has integrity consistent with the values and expectations of the Warambie Estate community and Management.

It provides an agreed set of principles and actions to underline the rights of all individuals.

The policy is designed to ensure that:

- 1) Tenants are treated fairly, with respect and integrity by other Tenants and Management;
- 2) Management are treated fairly, with respect and integrity by Tenants as required by Occupational, Safety and Health legislation;
- 3) The processes and procedures used to resolve a breach of this Code of Conduct by a Tenant or Management are fair, clear and transparent including the potential outcomes of any breach; and
- 4) The consequences of any breaches of this Code of Conduct are clear, transparent and enforceable.

### Definitions & Interpretations

In this policy:

- **“Tenant/s”** – means each person named as a Tenant on the lease agreement; and their children, relatives, visitors and contractors employed by them.
- **“Management”** – means employees and contractors employed by Trend 55 Pty Ltd

## **Roles and Responsibilities**

Tenant – individually and collectively have a responsibility to each other and to the Estate to create a healthy and sustainable Estate in line with the expectations of the Warambie Estate community. All Tenants are responsible for complying with this Code of Conduct and should consider their individual circumstances in the context of the broader view of the community.

Management are responsible for carrying out their duties in accordance with Trend-55 Pty Ltd's vision, values and performance expectations, this Code of Conduct and of course, required obligations as directed by DevelopmentWA (Warambie Estate owner).

Management - is responsible for managing all facilities and infrastructure within the Estate and is accountable for the overall health and well being of the Estate community and for promoting and enforcing this Code of Conduct.

## **Relevant Legislation**

Caravan and Camping Grounds Act 1995 (WA)  
Occupational Safety and Health Act (WA) 1984, the Occupational Safety and Health Regulations (WA) 1996 and other relevant occupational safety and health and employment legislation

## **Relevant Documents**

Warambie Estate Policy  
Sub-Lease agreement

**Examples of breaches of this Code of Conduct include, but are not limited to:**

- Inappropriate behavior including swearing, loud, aggressive or offensive behavior.
- Inappropriate communication including electronic, written, verbal, gestures or other directed to other tenants or management.
- Harassment - unacceptable conduct that consists of unwelcome and uninvited comments or actions that intimidate, offend, humiliate or embarrass a person or group of people.
- Making discriminatory remarks directed to other tenants or management.
- Display, distribution and/or publication of inappropriate material or material containing discriminatory or defamatory meanings.
- Smoking in the homes or within 10 metres of shared facilities including the BBQ and playground areas.
- Violence or threats of violence towards other tenants or management.
- Public drunkenness within the Estate.
- Damaging or vandalising any of the Estate facilities.
- Using or supplying illicit drugs.
- Speeding or reckless driving that may endanger other tenants or Management.
- Above Breaches are also applicable to all visitors of Tenants and Tenants will therefore be held responsible in the same manner for those breaches.

## **Breaches of the above Code of Conduct or Warambie Estate Policy**

Breaches of rules and regulations set out in the Warambie Estate policy and the Lease Agreement may result in action being taken by management.

If you are unsure of your obligations under this Code of Conduct or Warambie Estate Policies or whether a particular action would result in a breach, you should contact the Manager for assistance.

### **If Breaches of the code of conduct occur these steps will take place:**

- If Management believes a tenant has breached the code of conduct he/she will be informed of the breach in writing and will be given an opportunity to rectify it.
- If the breach is not rectified to the satisfaction of Management, the tenants Employer, (Lease Holder), will be contacted and informed and they will be given an opportunity to investigate and act on the breach.
- If another breach occurs then the tenants Employer, (Lease Holder), will be informed immediately and failure to deal with the breach may result in the Tenants eviction from the property.
- If the Lease Holder is deemed to have not acted on any breaches brought to their attention by Management it may result in the termination of their lease.

### FIRE EMERGENCY

- Contact State Emergency Services **Dial 132 500** (Any person may do this).
- Raise the alarm by contacting the Manager;
- Rescue any person in danger (if safe to do so);
- In the case of a structural fire, attack the fire if safe and trained to do so;
- Leave the affected area with staff and any visitors if in danger;

### SEVERE STORM / CYCLONE

- Clean up your property and tie down any items they may become airborne;
- Prepare your emergency kit (first aid kit, torch and portable radio with extra batteries, medication, canned or dried food and lots of water) and be prepared to evacuate if the order is given by the S.E.S;
- Stay indoors and monitor local radio/TV stations and relevant internet sites for updates and warning;

### EARTHQUAKE

- Do not run outdoors;
- Take shelter under desk or doorway;
- Attend to injured if safe to do so;

### LETTER BOMB / BIOHAZARD THREAT

- Notify Police **dial - 000**
- Contact Manager
- Restrict access – for biohazard threat no person is to leave or enter area.

### (TELEPHONE) BOMB THREAT

- Remain calm;
- Attempt to obtain details of threat – complete checklist;
- Keep the caller on the line to enable a trace to be done;
- Have someone else call the Police **Dial 000** (pass a note if caller still on the line).

### FLOODING

- Remain calm;
- Monitor local radio/TV stations and relevant internet sites for updates and warning;
- Listen for evacuation alerts from the S.E.S and follow their instructions;
- Contact the S.E.S if assistance is required (132 500)

**WESTERN AUSTRALIA**

**OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005**

**STATUTORY DECLARATION**

I, \_\_\_\_\_

\_\_\_\_\_  
{name, address and occupation of person making declaration}

sincerely declare as follows:-

- That I or my partner who will reside in Warambie Estate do not own or share in property above the 26<sup>th</sup> parallel
- That I or my partner who will reside in Warambie Estate do not work in the resources sector.
- That my employer has submitted this application with me.
- That all the information that I have provided regarding my application for a place in Warambie Estate is true and correct.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declaration Act 2005*

at \_\_\_\_\_

on \_\_\_\_\_

In the presence of -

\_\_\_\_\_  
{Signature of authorised witness}

\_\_\_\_\_

\_\_\_\_\_  
{Name of authorised witness and qualification as such a witness}

by \_\_\_\_\_

\_\_\_\_\_  
{Signature of person making the declaration}

**\*Important** This Declaration must be made before any of the following persons:-

Academic (post-secondary institution)	Local government councillor
Accountant	Loss adjuster
Architect	Marriage Celebrant
Australian Consular Officer	Member of Parliament Minister of religion
Australian Diplomatic Officer	Nurse
Bailiff	Optometrist
Bank Manager	Patent Attorney
Chartered secretary	Physiotherapist
Chemist	Podiatrist
Chiropractor	Police Officer
Company auditor or liquidator	Post Office manager
Court officer (magistrate, registrar or clerk)	Psychologist
Defence Force officer	Public Notary
Dentist	Public Servant (State or Commonwealth)
Doctor	Real Estate agent
Electorate Officer (State – WA only)	Settlement agent
Engineer	Sheriff or deputy Sheriff
Industrial organisation secretary	Surveyor
Insurance broker	Teacher
Insurance broker	Teacher
Justice of the Peace (any state)	Tribunal officer
Lawyer	Veterinary surgeon

Local government CEO or deputy CEO

Or any person before whom, under the *Statutory Declarations Act 1959* of the Commonwealth, a Statutory Declaration may be made.

Full definitions of these professions are available at;

[http://www.courts.dotag.wa.gov.au/files/Professions\\_witness\\_statutory\\_declarations.pdf](http://www.courts.dotag.wa.gov.au/files/Professions_witness_statutory_declarations.pdf)

Any authorised witness for the State of Western Australia may also witness a Commonwealth Statutory Declaration, as long as they are in Western Australia at the time of witnessing {Schedule 2, Item 231 of the Commonwealth Statutory Declarations Regulations 1993}.

Further Information on witnessing documents is available at [www.dotag.wa.gov.au](http://www.dotag.wa.gov.au)

**IMPORTANT INFORMATION:**

AS OF 1 JANUARY 2006 THERE IS **NO** PROVISION FOR COMMISSIONERS FOR DECLARATIONS  
IN THE STATE OF WESTERN AUSTRALIA