

## Disclosure to prospective buyer —What we must tell you before you sign

Property Occupations Act 2014

This form is effective from 1 October 2015

ABN: 13 846 673 994

This form only needs to be completed if a disclosure of the kind described below applies

### Part 3

#### Section 3:1

1. 'Relationship' includes, but is not limited to, the following types of relationship:
  - Family
  - Business (other than a casual business relationship)
  - Fiduciary
  - Relationship in which one person is accustomed, or obliged, to act in accordance with the directions, instructions, or wishes of the other.
2. In column 3 of the table you must disclose the amount (\$) or value or consideration which you derive or expect to derive from the person or entity to whom you have referred the buyer.
3. In column 4 of the table you must disclose the amount, value or nature of any benefit which the person or entity to whom you have referred the buyer has received, receives or expects to receive in connection with the sale, or for promoting the sale, or for providing a service in connection with the sale, of the property.
4. For guidance on what to disclose as a 'benefit' see notes below for section 3:2.

#### Section 3:2

##### What you should disclose as a 'benefit'

It is your obligation to disclose any benefit, to your knowledge which any person has received, receives or expects to receive in connection with the sale or for promoting the sale, or providing a service in connection with the sale, of the property. The following lists are not exhaustive:

##### You NEED to disclose

- fees, commissions and remuneration to be paid to any entity which receives or expects to receive a benefit including but not limited to financial institutions, finance brokers, financial advisers, financiers, valuers, marketing agents, sellers and promoters
- all benefits dependent on a successful sale (i.e. a commission or fee paid to any person as a success fee)
- marketing, advertising and promotion costs, where payment is contingent on the sale of the lot ('the lot' is the property described in section 2 of the form).

##### Examples:

- a) Where a marketing company will receive money or another benefit because the lot has sold—**DO** disclose
- b) Where a marketing company will receive money or another benefit for the sale of three lots, and the lot is one of those—**DO** disclose, even where the other two lots have not yet sold.

As a general rule, you need to disclose any benefits contingent on the sale of the property.

##### You NEED NOT disclose:

- mortgage pay-outs
- performance bonuses
- expenses incurred prior to the sale in preparation of the property for sale (such as painting or maintenance) and in developing the land (such as professional fees and disbursements paid to engineers, surveyors, architects and town planners)
- vendor's profit or net proceeds of sale
- property developer's profit or development fees
- non-monetary benefits
- solicitors' professional fees and ordinary disbursements in relation to the developing, selling or purchasing of the property
- amounts payable to local, state or federal government.

##### \$ amount (or value or nature) of the benefit

You must provide the amount, value or nature of the benefit as accurately as is possible at the time of the disclosure. You should express the benefit as one of the following:

- the amount (\$) including GST.
- a value (%)
- a description of the nature of the benefit. You should **ONLY** do this if the benefit cannot be described as an amount or value.

**If you do not know the exact amount of value of the benefit, provide a reasonable estimate of the final amount or value based on the purchase prices at the time of the disclosure.**

This area has been intentionally left blank.



**Disclosure to prospective buyer  
—What we must tell you before you sign**

*Property Occupations Act 2014*

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## Part 1—Selling agents details

Please tick appropriate box.	SGC Property Group Pty Ltd T/A McGrath Estate Agents Palm Beach
	Name .....
	<input checked="" type="checkbox"/> Licence number / <input type="checkbox"/> Registration number. 4371418 .....

## Part 2—Property details

Please provide details of the property.	Residential Dwelling
	Description of property .....
	Address 53/215 Cottesloe Drive .....
	Suburb Mermaid Waters State QLD Postcode 4218 .....
	Lot 53 Plan GTP2675 .....
	Title reference 18156173 Parish/County .....

## Part 3—Selling agent's disclosure

<p><b>3:1 Benefits</b></p> <p>Notice to selling agent: You must complete this section if you have referred the buyer to anyone for professional services associated with the sale and</p> <p>a) You have any relationship (personal or commercial) with that person or entity to whom you have referred the buyer; and/or</p> <p>b) You derive or expect to derive any consideration (whether monetary or otherwise) from that person or entity to whom you have referred the buyer.</p>	<p>For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.</p> <table border="1"> <thead> <tr> <th>Name of person or entity to whom buyer is referred</th> <th>Nature of relationship with selling agent</th> <th>Benefit derived by selling agent (\$ or value)</th> <th>Benefit to person/entity to whom buyer is referred (if any)</th> </tr> </thead> <tbody> <tr> <td>Oxygen Home Loans ABN: 46 103 177 377</td> <td>McGrath Subsidiary</td> <td>15% commission rec by Oxygen HL PL</td> <td>.....</td> </tr> <tr> <td>Ingwersen &amp; Lansdown Solicitors</td> <td>Commercial</td> <td>Free legal seminars \$20 Dinner vouchers</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>Only complete this section if the benefit is from a referred entity. If you have disclosed a benefit here you do not need to disclose it again in section 3:2.</p>	Name of person or entity to whom buyer is referred	Nature of relationship with selling agent	Benefit derived by selling agent (\$ or value)	Benefit to person/entity to whom buyer is referred (if any)	Oxygen Home Loans ABN: 46 103 177 377	McGrath Subsidiary	15% commission rec by Oxygen HL PL	.....	Ingwersen & Lansdown Solicitors	Commercial	Free legal seminars \$20 Dinner vouchers	.....	.....	.....	.....	.....	.....	.....	.....	.....
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.....	.....	.....	.....																		
.....	.....	.....	.....																		

<p><b>3:2 Benefits other than by referral</b></p> <p>Notice to selling agent: You must disclose the amount, value, or nature of any benefit to your knowledge (other than those already disclosed by you in section 3:1) which any person has received, receives, or expects to receive in connection with the sale, for promoting the sale, or for providing a service in connection with the sale of the property.</p>	<p>For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.</p> <table border="1"> <thead> <tr> <th>Payment type</th> <th>Entity receiving payment</th> <th>Benefit (\$ or value)</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Payment type	Entity receiving payment	Benefit (\$ or value)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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## Part 4—Property developer disclosure declaration

This section applies only if the property is being sold by a property developer.

I am a property developer or person acting as a property developer, and hold an interest of at least 15% in the property (tick box if yes).

## Part 5—Selling agent's disclosure declaration

The information I have provided in this form is true to the best of my knowledge, information and belief.

Name Sam Westaway .....

Signature Sam Westaway ..... Date 

3	0	/	0	6	/	2	0	2	3
D	D		M	M		Y	Y	Y	Y

## Part 6—Buyer's acknowledgement

I/we have not yet entered into a contract for the purchase of the property described in section 2. This form has been explained to me/us by the selling agent and I/we understand the nature and effect of the disclosures made in this form.

Name .....

Signature ..... Date 

		/			/				
D	D		M	M		Y	Y	Y	Y

Name .....

Signature ..... Date 

		/			/				
D	D		M	M		Y	Y	Y	Y

**Statement to Buyer**  
**ELECTRONIC CONSENT, MULTIPLE OFFERS & WAIVER OF COOLING OFF**

<b>1. Proposed Buyer's details</b>	
Buyer(s): .....	
Address: .....	
Phone: .....	Email(s): .....
Mobile No: .....	
<b>2. Property to be Purchased</b>	
Address: 53/215 Cottesloe Drive, Mermaid Waters	
<b>3. Consent to Receive Electronic Communication by Proposed Buyer(s)</b>	
<p>A. The Electronic Transactions Act QLD (Sections 11 &amp;12) require a person/s to provide consent if they agree to receive information via electronic communications.</p> <p>B. The Buyers listed in the above Section 1 confirm that by signing this document, they consent to the use of Electronic communication as per the email address provided in Section 1 as a method of communication with the Selling Agent of this property.</p>	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign: .....	
Sign: .....	
<b>4. Acknowledgement of multiple offers by Proposed Buyer(s)</b>	
<p>A. That there is another existing offer for the purchase of this property;</p> <p>B. That I/we should make our best and final offer as we may not have the opportunity to submit further offers;</p> <p>C. That I/we must be in a position to proceed to Contract immediately should my/our offer be accepted by the Vendor;</p> <p>D. That my/our offer will be presented along with the other existing offers to the Vendor by the Listing Agent;</p> <p>E. The Vendor has complete discretion as to which offer is accepted;</p> <p>F. The Vendor is not bound to accept any of the offer presented and may enter into further negotiations with any of the prospective purchasers or any other interested party;</p> <p>The details of my/our offer will remain confidential between the Listing agent and me/us until such time as the offers are presented contemporaneously to the Vendor. The Listing agent will maintain the confidentiality of this offer save for the authorised disclosure to the Vendor;</p>	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign: .....	
Sign: .....	
<b>5. WAIVER OF COOLING OFF PERIOD</b>	
I/We, the Proposed Buyer(s) hereby waive under s167 of Procca the benefit of the cooling off period. I/We acknowledge that we have waived the benefit of s166 and the contract is unconditional in this regard:	
Sign: .....	
Sign: .....	

# Disclosure Statement

*With Implied Warranties*

## **Body Corporate and Community Management Act 1997**

### SECTION 206

<b>Body Corporate</b>	Body Corporate for: <b>SAILFISH COVE</b> Community Titles Scheme 20394
	Lot No: 53 on GTP 2675
	Address: 53 / 215 COTTESLOE DRIVE, MERMAID WATERS QLD 4218

#### PREScribed INFORMATION

<b>Secretary of Body Corporate</b>	Name: DEBROAH DUNNE C/- MERCIER BODY CORPORATE SERVICES
	Address: PO BOX 3444 SUNNYBANK SOUTH QLD 4109
	Telephone: 07 3423 8815

<b>Body Corporate Manager</b>	Name: MERCIER BODY CORPORATE SERVICES
	Address: PO BOX 444, BROADBEACH QLD 4218
	Telephone: _____

<b>Annual Contributions and Levies</b>	Administrative Fund: \$3,677.82 <b>GROSS</b> each year by instalments in advance on the FIRST day of each QUARTER <b>Discount: 10%</b>
	Sinking Fund: \$355.67 <b>GROSS</b> each year by instalments in advance on the FIRST day of each QUARTER <b>Discount: 10%</b>
	Other: N/A

<b>Contribution Schedule Lot Entitlements</b>	Based on <u>Contribution Schedule Lot Entitlements</u> : Lot Entitlement 80 Aggregate 17460 45.9728 (Admin) 4.4459 (Sinking) N/A (Other) Ratified at AGM dated 31/05/2022
	Based on <u>Interest Schedule Lot Entitlements</u> : Lot Entitlement 80 Aggregate 17460 N/A (Insurance included in Admin Fund Levy) Ratified at AGM dated N/A <b>*Only applies if a separate Levy has been struck for Insurance otherwise the Insurance is paid from Administration Fund</b>

<b>Improvements on Common Property for which Buyer will be responsible</b>	NOTHING SIGHTED
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<b>Body Corporate Committee</b>	Is there a committee for the Body Corporate?	Yes	X
		No	
	If there is a committee, is the Body Corporate manager engaged to perform the functions of the committee?	Yes	
		No	X

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**Information prescribed under Regulation Module**

NIL- ACCOMMODATION

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**Body Corporate Assets Required to be Recorded on Register**

NOTHING SIGHTED IN RECORDS PROVIDED

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**Sinking Fund Balance**

\$656,923.47 AS AT 07 JULY 2023

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**Insurance**

**Insurer:** CHU/QBE  
**Policy No:** 85114  
**Building:** \$92,610,000.00  
**Public Liability:** \$30,000,000.00  
**Other:** SEE ATTACHED  
  
**Valid to:** 19/02/2024

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**Warranties**

The Seller warrants that:-

1. The body corporate records do not reveal any latent or patent defects in the common property assets, other than the following –
  - (a) Defects arising through fair wear and tear; and
  - (b) Defects disclosed in the contract
  
2. The body corporate records do not disclose any defects to which the Warranty in paragraph (a) above applies.  
**REFER TO ATTACHED MINUTES**
  
3. The body corporate records do not reveal any actual, contingent or expected liabilities of the body corporate that are not part of the body corporate’s normal operating expenses, other than liabilities disclosed in the contract.  
**REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST**
  
4. The body corporate records do not disclose any liabilities of the body corporate to which the warranty in paragraph (3) above applies.  
**REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST**
  
5. The seller warrants that the body corporate records do not reveal any circumstance (other than circumstances disclosed in the contract) in relation to the affairs of the body corporate likely to materially prejudice the buyer, i.e
  - (a) Has an Administrator been appointed under the Order of an Adjudicator under the dispute resolution provisions;  
**NOTHING SIGHTED IN RECORDS PROVIDED**

- (b) Has the body corporate failed to comply with the provisions of The Act to the extent that its affairs are in disarray, records are incomplete and there is no reasonable prospect of the buyer finding out whether the warranty mentioned in subsection (2) above has been breached.

**NOTHING SIGHTED IN RECORDS PROVIDED**

*(For this sub-section, a seller is taken to have knowledge of a matter if the seller has actual knowledge of the matter or ought reasonably to have knowledge of the matter)*

The information in this Report has been prepared from records provided to us by the Secretary of the Body Corporate and personally inspected by our search agent. No responsibility will be given or accepted for any inconsistencies, errors or omissions.

Dated this 7<sup>th</sup> day of JULY 2023 Signed: CHydes  
For Quicksearch QLD

**Signing**



.....  
Seller

.....  
Witness

**07/07/2023**  
.....  
Date

**Buyer's Acknowledgment**

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract and has received a copy of the Community Management Statement

.....  
Buyer

.....  
Witness

.....  
Date



# Body Corporate for Sailfish Cove CTS 20394

## BODY CORPORATE ROLL - COMMON PROPERTY INFORMATION

### 1 SCHEME & LOT INFORMATION

#### Scheme Information

CTS	20394
Property Name:	Sailfish Cove
Property Address:	215 Cottesloe Drive MERMAID WATERS QLD 4218
Module Type:	Accommodation
Developer:	
Developer ABN/ACN:	

#### Entitlement Information

#### Insurance Information

Lot	Unit	Cont UE	Int UE
1	1	80	80
2	2	80	80
3	3	80	80
4	4	80	80
5	5	80	80
6	6	90	90
7	7	90	90
8	8	80	80
9	9	80	80
10	10	80	80
11	11	80	80
12	12	90	90
13	13	80	80
14	13A	80	80
15	15	80	80
16	16	80	80
17	17	80	80
18	18	80	80
19	19	80	80
20	20	80	80
21	21	80	80
22	22	80	80
23	23	80	80
24	24	80	80
25	25	80	80
26	26	80	80
27	27	80	80
28	28	80	80
29	29	80	80
30	30	80	80
31	31	80	80
32	32	80	80
33	33	80	80
34	34	80	80
35	35	80	80
36	36	80	80
37	37	80	80
38	38	90	90
39	39	90	90
40	40	80	80
41	41	80	80
42	42	80	80
43	43	80	80
44	44	80	80
45	45	80	80
46	46	80	80
48	48	90	90
49	49	80	80
50	50	80	80

<b>Policy</b>	
Policy No.	855114
Expiry Date	18-February-2024
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Body Corporate Brokers Pty Ltd
Premium	153,632.92
<b>Cover Type</b>	<b>Amount of Cover</b>
Building Catastrophe - Loss of Rent/Temp Accom	\$13,891,500
Common Area Contents	\$92,610
Damage (i.e. Building) Policy	\$92,610,000
Fidelity Guarantee Insurance	\$250,000
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Lot Owner's Fixtures and Improvements	\$250,000
Machinery Breakdown Insurance	\$100,000
Office Bearers Liability Insurance	\$5,000,000
Property, Death and Injury (Public Liability)	\$30,000,000
Voluntary Workers Insurance	\$300,000/3,000

# Body Corporate for Sailfish Cove CTS 20394

## Body Corporate Roll - Lot: 53, Unit: 53

### Body Corporate Roll - Lot: 53, Unit: 53 ( Continued )

Lot	Unit	Cont UE	Int UE
51	51	80	80
52	52	80	80
53	53	80	80
54	54	80	80
55	55	100	100
59	59	85	85
60	60	85	85
61	61	85	85
62	62	85	85
63	63	85	85
65	65	85	85
66	66	85	85
67	67	85	85
68	68	85	85
69	69	85	85
70	70	85	85
71	71	80	80
72	72	80	80
73	73	80	80
74	74	80	80
75	75	85	85
76	76	80	80
77	77	80	80
78	78	80	80
79	79	80	80
80	80	80	80
81	81	80	80
82	82	80	80
83	83	80	80
84	84	80	80
85	85	80	80
87	87	80	80
88	88	80	80
89	89	80	80
90	90	80	80
91	91	80	80
92	92	80	80
93	93	80	80
94	94	80	80
95	95	80	80
96	96	80	80
97	97	80	80
98	98	80	80
99	99	80	80
100	100	80	80
101	101	80	80
102	102	80	80
103	103	80	80
104	104	80	80
105	105	80	80
106	106	80	80
107	107	80	80
108	108	80	80
109	109	80	80
110	110	80	80
111	111	80	80
112	112	85	85
113	113	80	80
114	114	85	85
115	115	85	85
116	116	80	80

**Body Corporate for Sailfish Cove CTS 20394**  
**Body Corporate Roll - Lot: 53, Unit: 53 ( Continued )**

Lot	Unit	Cont UE	Int UE
117	117	80	80
118	118	80	80
119	119	90	90
120	120	85	85
121	121	85	85
122	122	85	85
123	123	85	85
124	124	80	80
125	125	80	80
126	126	80	80
127	127	80	80
128	128	80	80
129	129	85	85
131	131	80	80
132	132	80	80
133	133	80	80
134	134	80	80
135	135	80	80
136	136	80	80
137	137	80	80
138	138	80	80
139	139	80	80
140	140	80	80
141	141	80	80
142	142	80	80
143	143	80	80
144	144	80	80
145	145	80	80
146	146	80	80
147	147	80	80
148	148	80	80
149	149	80	80
150	150	80	80
151	151	80	80
152	152	80	80
153	153	80	80
154	154	80	80
155	155	80	80
156	156	80	80
157	157	80	80
159	159	80	80
160	160	80	80
161	161	80	80
162	162	80	80
163	163	80	80
164	164	80	80
165	165	80	80
166	166	80	80
167	167	85	85
168	168	85	85
169	169	80	80
170	170	80	80
171	171	85	85
172	172	85	85
173	173	85	85
174	174	85	85
175	175	90	90
176	176	85	85
177	177	85	85
178	178	85	85
179	179	85	85
180	180	80	80

**Body Corporate for Sailfish Cove CTS 20394**  
**Body Corporate Roll - Lot: 53, Unit: 53 ( Continued )**

Lot	Unit	Cont UE	Int UE
181	181	80	80
182	182	90	90
184	184	80	80
185	185	80	80
186	186	80	80
187	187	80	80
188	188	80	80
189	189	80	80
190	190	80	80
191	191	80	80
192	192	80	80
193	193	80	80
194	194	80	80
195	195	80	80
196	196	80	80
197	197	80	80
198	198	90	90
199	199	85	85
200	200	80	80
201	201	80	80
202	202	80	80
203	203	80	80
204	204	80	80
205	205	80	80
206	206	80	80
207	207	85	85
208	208	85	85
209	209	80	80
210	210	80	80
211	211	80	80
212	212	80	80
213	213	80	80
214	214	80	80
215	215	85	85
216	216	80	80
217	217	80	80
218	218	80	80
219	219	58	58
220	220	58	58
221	221	58	58
222	222	55	55
223	223	55	55
225	225	55	55
226	226	111	111
		17460	17460

**Body Corporate for Sailfish Cove CTS 20394**  
**Body Corporate Roll - Lot: 53, Unit: 53 ( Continued )**

**1 SCHEME & LOT INFORMATION**

**Scheme Information**

CTS 20394  
Property Name: Sailfish Cove  
Property Address: 215 Cottesloe Drive MERMAID WATERS QLD 4218  
Module Type: Accommodation  
Developer:

Developer ABN/ACN:

**Lot Information**

Lot: 53 Unit No: 53  
Contribution Entitlement: 80 Interest Entitlement: 80  
Type of Lot: Residential  
Subdivided? NO  
Car Park

**2 CURRENT OWNER INFORMATION**

Registered Lot Owner: Geoffrey Hooper and Sandra Lee Hooper  
Corporate Owner:  
If Corporate Owner, ABN/ACN:  
Date Interest Acquired: 3-May-07  
Manner in which interest arose: Transfer

Residential or Business Address: 19 Leane Place CRANE BROOK NSW 2749  
Levy Address: By Email To: pmaccounts@elite.rh.com.au  
Correspondence Address: By Post To: Geoffrey Hooper and Sandra Lee Hooper 19 Leane Place CRANE BROOK NSW 2749

Work 1: 02 4730 2740  
Mobile 1: 0401 158 420  
Fax 1: 02 4730 2740

Email: shooper1966@yahoo.com.au

Committee Member? YES Sandra Hooper - Ordinary Member

Mortgagee in Possession: *No details recorded*

Tenant: *No details recorded*

Letting Agent: Raine & Horne Elite  
Address: Shop 1-3/61-73 Meron Street SOUTHPORT QLD 415

**3 ASSOCIATED CONTACTS OF CURRENT OWNER**

**No details recorded**

**Body Corporate for Sailfish Cove CTS 20394**  
**Body Corporate Roll - Lot: 53, Unit: 53 ( Continued )**

**4 OTHER INFORMATION RELATING TO LOT**

*The following authorisation was given by the Body Corporate to the owner of this Lot to make improvements to part of the common property for which they are responsible for:*

**No details recorded**

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*Details of rule granted to the current or previous owners of this Lot:*

**No details recorded**

---

*Details of exclusive use grants allocated to the current or previous owners of this Lot:*

**No details recorded**

# Body Corporate for Sailfish Cove CTS 20394

215 Cottesloe Drive MERMAID WATERS QLD QLD 4218  
ABN/ACN 51951813558

## DEBTOR STATEMENT - LOT: 53 OWNER: Geoffrey Hooper and Sandra Lee Hooper For the period 1 Mar 2022 to 29 Feb 2024 - sorted by Due Date

### Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Sink Fund	BALANCE
				Brought forward		690.72	108.24	798.96
01-03-22	28-01-22			Levies - normal (interim)	01-03-22 to 31-05-22	-690.72		108.24
01-03-22	28-01-22			Levies - normal (interim)	01-03-22 to 31-05-22		-108.24	0.00
		27-04-22	TRANSFER	Payment 798.96		690.72	108.24	798.96
01-06-22	26-04-22			Levies - normal (interim)	01-06-22 to 31-08-22	-690.72		108.24
01-06-22	26-04-22			Levies - normal (interim)	01-06-22 to 31-08-22		-108.24	0.00
		02-08-22	TRANSFER	Payment 1016.10		964.30	51.80	1,016.10
01-09-22	27-07-22			Levies - normal	01-09-22 to 30-11-22	-964.30		51.80
01-09-22	27-07-22			Levies - normal	01-09-22 to 30-11-22		-51.80	0.00
		25-10-22	TRANSFER	Payment 1016.10		964.30	51.80	1,016.10
01-12-22	25-10-22			Levies - normal	01-12-22 to 28-02-23	-964.30		51.80
01-12-22	25-10-22			Levies - normal	01-12-22 to 28-02-23		-51.80	0.00
		01-02-23	TRANSFER	Payment 910.80		828.00	82.80	910.80
-- START OF LEVY YEAR 2023 --								910.80
01-03-23	24-01-23			Levies - normal (interim)	01-03-23 to 31-05-23	-828.00		82.80
01-03-23	24-01-23			Levies - normal (interim)	01-03-23 to 31-05-23		-82.80	0.00
		02-05-23	TRANSFER	Payment 910.80		828.00	82.80	910.80
01-06-23	27-04-23			Levies - normal (interim)	01-06-23 to 31-08-23	-828.00		82.80
01-06-23	27-04-23			Levies - normal (interim)	01-06-23 to 31-08-23		-82.80	0.00
<b>Balance as at 6 Jul 2023</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
* Invoice is a debt to the Lot						<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
^ Invoice is a debt to the Sundry Debtor						<b>ADMIN</b>	<b>SINK</b>	<b>BALANCE</b>
<b>\$</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# Balance Sheet

# Administrative & Sinking Fund

Body Corporate for Sailfish Cove CTS 20394

As at 6th July 2023

215 Cottesloe Drive MERMAID WATERS QLD QLD 4218

ABN/ACN 51951813558

<b>Assets</b>	<b>2023</b>
Cash	417,886.12
Investment Account	159,903.43
Prepaid Expenses	96,299.28
Accounts Receivable	29,391.73
Levies in Arrears	96,995.74
<b>Total Assets</b>	<b>\$ 800,476.30</b>

<b>Liabilities</b>	
Holding Account	850.00
Accounts Payable Liability	14,248.76
Unallocated Monies Received	17,702.02
GST Liability	4,841.06
GST balance to disburse	8,047.04
<b>Total Liabilities</b>	<b>\$ 45,688.88</b>
<b>Net Assets</b>	<b>\$ 754,787.42</b>

<b>Equity</b>	
Administrative Fund	97,863.95
Sinking Fund	656,923.47
<b>Total Equity</b>	<b>\$ 754,787.42</b>





Level 14, 260 Queen Street  
Brisbane QLD 4000

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	855114
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	19/02/2023 to 19/02/2024 at 4:00pm
<b>The Insured</b>	BODY CORPORATE FOR SAILFISH COVE COMMUNITY TITLE SCHEME 20394
<b>Situation</b>	215 COTTESLOE DRIVE MERMAID WATERS QLD 4218

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$92,610,000

Common Area Contents: \$92,610

Loss of Rent & Temporary Accommodation (total payable): \$13,891,500

#### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

#### Policy 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

#### Policy 4 – Workers Compensation

Not Available

#### Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

#### Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

#### Policy 8 – Catastrophe Insurance

Not Selected

#### Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000



Legal Defence Expenses: \$50,000

**Policy 10 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is excluded.**

**Flood Exclusion**

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

**The Table of Benefits in Policy 3 – Voluntary Workers is replaced by**

<b>Insured Event</b>	<b>Benefit</b>
1. Death	\$300,000
2. Total and irrecoverable loss of all sight in both eyes	\$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$150,000
5. Total and irrecoverable loss of all sight in one eye	\$150,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$3,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,500



7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of:	\$7,500
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	\$3,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of:	\$3,750
10.	The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	\$7,500

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

24/01/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



**MINUTES OF ANNUAL GENERAL MEETING OF  
THE BODY CORPORATE FOR SAILFISH COVE CTS 20394  
HELD ON TUESDAY, 31 MAY 2022 AT 11:30 AM**



**Representation**

Lot Number	Lot Owner <sup>1</sup>	Present in Person via Zoom (PP), Voting in Person (VIP) or Apology (A)	Representation Voting Paper (VP) eVoting Paper (eVP)	Proxy	Invalid Vote (✓)
1	NICOLE ANNE BEATTY AND KAINE EDWARD BOYLE				
2	KELLY JADE GAIN, STEFFAN RONALD GAIN				
3	JUDITH ANN NEWMAN, WAYNE CHRISTOPHER NEWMAN		eVP		
4	ELIZABETH ANNE MULLAN				
5	VISCOUNT RICKY TENORIO				
6	RENEE ALFIA GIRGENTI				
7	KELLY AMBER INGRAM		eVP		
8	MICHAEL LIONEL REVERE AND ERIN LEIGH REVERE		eVP		
9	JESSICA-MARIE CHUI-YUN BEWLEY				
10	C KOUTSOGIANNIS		VP		
11	CINTHYA LORENA BERNAL MANCHEGO, PETR BUCHEL		VP		
12	JULIA MARGARET WIDDUP, <u>JOHN DAVID WIDDUP &amp; SAMANTHA JANE WIDDUP SOUTHWELL</u>	PP	VP		
13	LAURA HELEN BLACK		eVP		
14	KAREN PUI SIN LO		VP		
15	DANIELLE LOUISE MORRIS		VP		
16	CAROL BUGEJA		VP		
17	SARAH ANNE LEAN				
18	KYGEM PTY LTD				
19	CONNIE SFUNCIA & GEETANO TEODORO SFUNCIA		VP		
20	GABRIELA INCHAUSPE PREUSSLER		eVP		
21	RACHEL LOUISE KELLY	PP	eVP		
22	ROBERT EDWARD RENNICK		VP		
23	VILAI ANGSUNAKUL				

Lot Number	Lot Owner <sup>1</sup>	Present in Person via Zoom (PP), Voting in Person (VIP) or Apology (A)	Representation Voting Paper (VP) eVoting Paper (eVP)	Proxy	Invalid Vote (✓)
24	DIANNE MAREE BLACKMAN		VP		
25	KAYIHAN ERIS & MERAL ERIS				
26	N KHERA & R KHERA				
27	ASHLEA JADE LOVEDAY		VP		
28	BRITT DANIELLE STEPHENSON		eVP		
29	HOLLY ANNE MILLER		VP		✓
30	JOHNNY RAYMOND VISSER				
31	FIONA ELLEN WRIGHT		eVP		
32	DAVID RICHMOND KELLY				
33	JESSICA RUTH HALLER	PP	eVP		
34	MATTHEW ROBERT GOODALL				
35	CHRISTINE RADEGUNDE ARNOLD				
36	CATHERINE ROBYN HUNT				
37	KRISTY ANN WHITMORE				
38	JASON JOHN OATES & JULIANNA OATES		eVP		
39	CHRISTOPHER STEVEN CONRAD		VP		
40	JAMES NICHOLAS LEONE		eVP		
41	CONNIE SFUNCIA & GEETANO TEODORO SFUNCIA		VP		
42	HAYLIE SARAH NOWICKI				
43	LEE GEORGE RAWSON				
44	CHANTELLE MAREE BURKE		eVP		
45	NATHAN PLUMRIDGE		VP		
46	CHRISTIAN THOMAS YATES		eVP		
48	EMILEE CHARLOTTE KAUTAI, JORDAN LOCHLAN PRESS		VP		
49	INES ILIJASEVIC				
50	LESLEY GAIL KURTZ				
51	GUY JEREMY WILLIAMS				
52	CAPITAL SUPERANNUATION PTY LTD AS TRUSTEE (Co. Nominee: <i>Judith Morton</i> )		VP		
53	GEOFFREY HOOPER, SANDRA LEE HOOPER		eVP		
54	OLIVIA PAIGE VERA CROPP				
55	LUCA DAVID BANDELLI				
59	JENNIFER MARIE LYNCH				
60	JAYNA MEUWISSEN		eVP		
61	MARGARET DUNLOP MCDONALD		VP		
62	SUZANNE MARGARET TOYNE-CAVLI, TIMOTHY SCOTT KENNARD		eVP		
63	MICHELLE LOUISE NEOCHI, OWEN NEOCHI	PP	eVP		
65	MANEEWAN NOOMNOK				
66	GISELA NATALIA DERIARD, MIGUEL ARTURO CASTILLO PEREZ		eVP		
67	JILL ELAINE CROWN, ROBERT CHARLES CROWN		eVP		

Lot Number	Lot Owner <sup>1</sup>	Present in Person via Zoom (PP), Voting in Person (VIP) or Apology (A)	Representation Voting Paper (VP) eVoting Paper (eVP)	Proxy	Invalid Vote (✓)
68	<u>DANIEL SHADUR,</u> PAMELA ELIZABETH SHADUR	PP	eVP		
69	JAMAL KESHAV				
70	DANNY ROMEYN		eVP		
71	IGOR GJORGJIEVSKI & ALEKSANDRA GJORGJIEVSKI		eVP		
72	ABRAHAM BORNSTEIN, <u>LYNNE CHRISTINE BORNSTEIN</u>	PP	eVP		
73	ANITA GAYLE TEBB, BRENT LINDSAY FRYER		eVP		
74	PHILIP LEE		VP		
75	STEVEN JOHN BRANDSON		eVP		
76	CLAYTON MATHEW PULLEN				
77	JOHN GERARD TURNER, RUTH MEANIE TURNER & MICHAEL CLIFFORD TURNER		VP		
78	MICHAEL MIHOVIL BJAZEVIC				
79	QIAN JIAN, ZIYI LIANG				
80	LESLIE GORDON		eVP		
81	MATTHEW JOHN SCHWERDTFEGER	PP	VP		
82	JENNIFER JEAN DWYER		eVP		
83	JOANNE CARSON		VP		
84	ANTHONY JAMES ENGELSHUS		VP		
85	MICHELLE JOSEPH		VP		
87	MICHAEL JAMES LEONARD		VP		
88	JAMES IRVIN, <u>STEPHAINE IRVIN</u>	PP			
89	CLINTON PAUL SEETO				
90	JAMES RAYMOND BARNES		eVP		
91	JARED KYLE JOHNSON				
92	TRENTAN ALLEN		VP		
93	FRANZ PHILIPP DONHAUSER, MIJA DONHAUSER		eVP		
94	VANESSA HONOR ROSE		eVP		
95	LALIT SURANA		VP		
96	MICHAEL JAMES EZZY		eVP		
97	MORIKA ANN CALLAO, TONY JAMES LESLIE STEPHENS		eVP		
98	MORGAN THOMAS HERZOG		VP		
99	DYLAN JAY RACKLEY		eVP		
100	MATT TERRENCE BEAVIS				
101	MURRAY JAMES BYRNE		VP		
102	DIANNE BLACKMAN SUPER FUND		VP		
103	KANE KENNETH HARRISON		eVP		
104	<u>HARRY LECHNER,</u> TONI SUZANNE LECHNER	PP	VP		
105	ZENEL BAJRAKTARI				
106	BRYCE RETZLAFF, EDEN HITCH				
107	CRISTY TENILLE COLLINS				
108	ANTHONY VISENTIN, SUZAN VISENTIN		VP		

Lot Number	Lot Owner <sup>1</sup>	Present in Person via Zoom (PP), Voting in Person (VIP) or Apology (A)	Representation Voting Paper (VP) eVoting Paper (eVP)	Proxy	Invalid Vote (✓)
109	JARRAD STEPHEN DAVIS AND RHIANN MULQUINEY		VP		
110	A J CURRAN, C A CURRAN		eVP		
111	ETEM EDDY MURATI, HATKA MURATI		VP		
112	ANTONETTE MCCOLL, DONALD ERNEST MCCOLL		eVP		
113	KAIRI METSOJA, RAIN METSOJA				
114	BRETT RONALD ALEXANDER, MICHELLE SHADIAC		VP		
115	SONYA LEE CONNOLLY		eVP		
116	DANNY PAUL OLIFFE		eVP		
117	DANIEL WALTER SMITH, LAUREN FAYE BAXTER		eVP		
118	<u>AUSAMA MANSY</u> , MICHAEL JOSEPH BOLF	PP	eVP		
119	ZOE SILENA MILLS-MEYRICK		eVP		
120	ANA CLAUDIA BERTOLDI JULIANO		eVP		
121	INGRID C MILLBOURN		eVP		
122	SHEILA MCEVOY, WILLIAM MCEVOY		VP		
123	JANOS TANDORI		VP		
124	MAX MARX <sup>2</sup>	PP	eVP		
125	JOHN FRANCIS BUCKLEY AND <u>ANITA DALE BUCKLEY</u>	PP	eVP		
126	MARGARET ANGELA HALL				
127	(TINA) THEIN HANG NGUYEN				
128	KELLIE KAYLEEN KISH, KELLY MICHELLE GRAF		eVP		
129	BRUCE WILLIAM RIECK & KELLI LYNN RIECK		VP		
131	TRENTAN JAYMES ALLEN		VP		
132	THOMAS EDWARD LAHL				
133	BRENT JAMES HENSON		eVP		
134	CAPITAL SUPERANNUATION PTY LTD AS TRUSTEE (Co. Nominee: <u>Judith Morton</u> )	PP	VP		
135	CHARLIE LATTUGA, KERRIE LATTUGA		VP		
136	KEVIN NORMAN WARD				
137	RUKESH PATEL				
138	COLLEEN ALANA HUGHES	PP	eVP		
139	ABIGAIL MARX	PP	eVP		
140	SALLY LYN WHITELEY				
141	LOUISE LEE		VP		
142	GRAHAM FREDERICK RASPASS				
143	KIM MENG KONG	PP	eVP		
144	DIANNE MAREE BLACKMAN		VP		
145	JUDITH LINETTE BOSWELL, STEPHEN ERNEST BOSWELL		eVP		
146	GEMMA ELIZABETH O'HARE		eVP		

Lot Number	Lot Owner <sup>1</sup>	Present in Person via Zoom (PP), Voting in Person (VIP) or Apology (A)	Representation Voting Paper (VP) eVoting Paper (eVP)	Proxy	Invalid Vote (✓)
147	OLIVIA ALICE RATHBONE				
148	LUKE ANTHONY DEMPSEY-CEH AND CLEO MASSEY		VP		
149	DONOVAN JOHN LEWIS		eVP		
150	JOHN JAMES THURGATE, LISA ANN THURGATE, MARLENE LOTTI THURGATE		VP		
151	DENISE HELEN BUCKLEY, PETER STEPHEN BUCKLEY		eVP		
152	LEA RANDAZZO		eVP		
153	CHARLES EDWARD HARVEY, JEFFREY MICHAEL MORABITO				
154	ROGER HUGH MORRIS		eVP		
155	NATHAN WILLIAM FOX				
156	FILIPE MARINS SANTONI		eVP		✓
157	ANGELA PETRIE STRACHAN, IAN ANTHONY STRACHAN				
159	ILEANA VELCEA				
160	BRIAN LESLIE LINCOLN, MARY ELIZABETH LINCOLN		eVP		
161	JAKE DAVID BOTTRALL		eVP		
162	PETER ASHTON, RUSSELL ASHTON				
163	HANAN KHAROUFEH, MAHER KHAROUFEH		VP		
164	NEAL JOHN ROUGHLEY		eVP		
165	ADRIAN ANTHONY CREMATY				
166	ANLI TAN, TERENCE PAUL COLEMAN		eVP		
167	ABRAHAM BORNSTEIN, <u>LYNNE CHRISTINE BORNSTEIN</u>	PP	eVP		
168	DOMITA PTY LTD				
169	PHILIP STUBBS, GILDA STUBBS		eVP		
170	<u>DEBORAH PAULINE DUNNE</u> , LAWRENCE JOSPH DUNNE	PP	eVP		
171	<u>NICHOLAS PALMER</u> , RORY HEDLEY-GARDNER	PP	eVP		
172	JONATHAN D THOMPSON	PP	VP		
173	DEBORAH RUTH KEMP		VP		
174	<u>MARGARET CAREY</u> , TERENCE CAREY	PP	VP		
175	TE ATAMIRA JOSEPHINE PAPUNI		VP		
176	SPTG INVESTMENTS (NSW) PTY LTD (Co. Nominee: <u>Greg Jung</u> )	PP	eVP		
177	CONNIE SFUNCIA, GAETANO TEODORO SFUNCIA		VP		
178	HEATHER GRANT, JEFFREY ALAN GRANT		eVP		
179	LORALEE JEAN THOMAS				
180	MICHAEL PHILLIP & HELENA MARY HEASMAN		eVP		
181	GARY MARK KITCHEN		eVP		



Lot Number	Lot Owner <sup>1</sup>	Present in Person via Zoom (PP), Voting in Person (VIP) or Apology (A)	Representation Voting Paper (VP) eVoting Paper (eVP)	Proxy	Invalid Vote (✓)
182	MARGARET EDWINA HEMPEL		VP		
184	WEE YOONG LEE				
185	SHAY ERIN KITCHING				
186	OLAF ROMPE		VP		
187	ARON GARAY				
188	SARAH KATE O'LEARY				
189	MASAHIRO OUCHI, MIKA OUCHI				
190	SINZIANA CRINA TUDOR		eVP		
191	IAN DONALD BROADWAY				
192	JOY EDWARDA LYNN LEWIS, MICHEAL EUGENE LEWIS		VP		
193	DEBRA LEIGH GOODMAN		VP		
194	IKUE PIDCOCK		VP		
195	TRACEY HENSBY AND STEPHEN PAUL HENSBY				
196	BO YE				
197	GORDON BRUCE KENNEDY AND PAULINE JEAN KENNEDY		VP		
198	NICHOLAS MATETAU HOLANI, CANDICE JANINE HOLANI	PP	eVP		
199	JESSICA BROUWER		VP		
200	ROBERT FOSTER				
201	KHALIL HADDAD, MADELINE HADDAD		eVP		
202	CRAIG PETER EVERS & SHARON MAREE DICKSON		eVP		
203	ELISA RECCHI				
204	LETICIA LEONARDI PESCADOR		VP		
205	SOFIA KESIS, ZAFIRIOS GEOFF KESIS				
206	JANINE PEROTTI	PP	eVP		
207	KUMAR FAMILIES PTY LTD				
208	MICHAEL JOHN, SONIA HOY		VP		✓
209	CONNIE SFUNCIA, GAETANO TEODORO SFUNCIA		VP		
210	JULIE BROWN				
211	MARK RICHARD HARE, MICHELLE ELIZABETH HARE		eVP		
212	SARAH-JANE WILSON				
213	KERRY MARIE LAMMING		eVP		
214	ELIZABETH GRACE MADISON CHARLESON				
215	ALLAN KEITH BRAIN, SUSAN MARY BRAIN		eVP		
216	CONNIE SFUNCIA, GAETANO TEODORO SFUNCIA		VP		
217	NICOLAS IAN MARR				
218	KATIE LEE MCCARTHY				
219	MICHELLE BOSWELL		VP		
220	TARA CINDY MILES				
221	ELIZABETH MITCHELL,		VP		

Lot Number	Lot Owner <sup>1</sup>	Present in Person via Zoom (PP), Voting in Person (VIP) or Apology (A)	Representation Voting Paper (VP) eVoting Paper (eVP)	Proxy	Invalid Vote (✓)
	ROBERT J MITCHELL				
222	AARON PETER REAY		VP		
223	VICTOR GEORGE THORNBURY		VP		
225	JEREMY CLIVE WRIGHT	PP	eVP		
226	SF ACCOMMODATION PTY LTD <i>(Co. Nominee Craig Head)</i>	PP <i>(Simone Fetchner)</i>	eVP		

<sup>1</sup> Where a lot is co-owned, the name underlined indicates the person(s) present at the meeting.  
<sup>2</sup> Chairperson of meeting.

### In attendance

Marc J. Mercier (Body Corporate Manager representing *Mercier Body Corporate Services*)

### Chairperson of Meeting

Max MARX chaired the meeting as assisted by Marc J. Mercier pursuant to s.119(2) of the *Body Corporate and Community Management Act 1997*.

### Quorum for General Meeting

The Chairperson of the meeting declared that a quorum was represented with 144 voters (refer to table above), and the meeting was declared open at **11:30 AM** via video conference (zoom.com).

## Resolutions on Agenda Motions

MOTION No.	MOTION	VOTE
<i>Procedural/Statutory Motions</i>		
1	<p><b>Confirmation of Minutes of Previous General Meeting</b>  <b>Procedural / Statutory Motion   Ordinary Resolution</b></p> <p>That the Minutes of the Extraordinary General Meeting held on 28 May 2021 previously forwarded to Owners, be confirmed as a true and correct record of that Meeting and its proceedings.</p> <p><b>It was RESOLVED that Motion 1 be CARRIED</b></p>	<p>YES - 131</p> <p>NO - 0</p> <p>ABSTAIN - 10</p>
2	<p><b>Ratification of Electronic Voting</b>  <b>Committee Motion   Ordinary Resolution</b></p> <p>That, in relation to electronic voting at a General Meeting, the Body Corporate ratify/approve the following:</p> <ul style="list-style-type: none"> <li>(i) pursuant to section 89(2) of the <i>Accommodation Module Regulation 2020</i>, that for the purpose of determining a quorum, a voter is present personally at a meeting if the voter can cast a vote at the meeting by electronic means;</li> <li>(ii) pursuant to section 96(1) of the <i>Accommodation Module Regulation 2020</i>, that voters may cast electronic votes on General Meeting motions;</li> <li>(iii) that voters for an election for the committee held by open ballot may cast votes electronically.</li> </ul> <p><b>It was RESOLVED that Motion 2 be CARRIED</b></p>	<p>YES - 134</p> <p>NO - 3</p> <p>ABSTAIN - 4</p>
3	<p><b>Approval of Audited Statement of Accounts</b>  <b>Statutory Motion   Ordinary Resolution</b></p> <p>That the Audited Statement of Accounts for the Administration and Sinking Funds for the year ending 28 February 2022 as attached to this Notice of AGM be approved.</p> <p><b>It was RESOLVED that Motion 3 be CARRIED</b></p>	<p>YES - 131</p> <p>NO - 5</p> <p>ABSTAIN - 4</p>

MOTION No.	MOTION	VOTE																					
4	<p><b>Statement of Accounts Not to be Audited</b>  <b>Statutory Motion   Special Resolution</b></p> <p>That the Body Corporate’s Statement of Accounts for the financial year 01/03/2022 to 28/02/2023 <b>not</b> be audited.</p> <p><b>It was RESOLVED that Motion 4 be CARRIED</b></p>	<p>YES - 122</p> <p>NO - 13</p> <p>ABSTAIN - 6</p>																					
5	<p><b>Appointment of Auditor of Statement of Accounts</b>  <i>(if accounts to be audited)</i>  <b>Statutory Motion   Ordinary Resolution</b></p> <p>That Business Logic Accountants be appointed to audit the Body Corporate’s Statement of Accounts for the financial year 01/03/2022 to 28/02/2023, and further, that the Body Corporate Manager be approved to effect payment of the auditor’s invoice following satisfactory completion of the audit of accounts above.</p> <p><b>MOTION 5 WAS RULED OUT OF ORDER BY THE CHAIRPERSON ON ACCOUNT OF THE OUTCOME IN MOTION 4 (NO AUDIT IS TO BE CONDUCTED FOR 2022-2023)</b></p>	<p>MOTION RULED OUT OF ORDER</p>																					
6	<p><b>Adoption of Administrative Fund Budget and Determining of Contributions</b>  <b>Statutory Motion   Ordinary Resolution</b></p> <p>That the Administrative Fund Budget for the Financial Year ending 28 February 2023 totalling <b>\$802,684.22</b> (inclusive of GST), subject to a 10% discount if paid on or before the due date, be adopted by the Body Corporate for Sailfish Cove CTS 20394 at a rate of <b>\$45.9728</b> per unit of lot entitlement with contributions to be raised by four (4) instalments, as follows:</p> <table border="1" data-bbox="363 1529 1227 1895"> <thead> <tr> <th data-bbox="363 1529 671 1653">Contribution Period Administrative Fund</th> <th data-bbox="671 1529 948 1653">\$ Total Per Lot Entitlement <i>(inclusive of GST)</i></th> <th data-bbox="948 1529 1227 1653">Due Date of Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 1653 671 1693">01/03/22 to 31/05/22</td> <td data-bbox="671 1653 948 1693">\$9.5950</td> <td data-bbox="948 1653 1227 1693">Pre-issued</td> </tr> <tr> <td data-bbox="363 1693 671 1733">01/06/22 to 31/08/22</td> <td data-bbox="671 1693 948 1733">\$9.5950</td> <td data-bbox="948 1693 1227 1733">Pre-issued</td> </tr> <tr> <td data-bbox="363 1733 671 1774">01/09/22 to 30/11/22</td> <td data-bbox="671 1733 948 1774">\$13.3914</td> <td data-bbox="948 1733 1227 1774">01/09/22</td> </tr> <tr> <td data-bbox="363 1774 671 1814">01/12/22 to 28/02/23</td> <td data-bbox="671 1774 948 1814">\$13.3914</td> <td data-bbox="948 1774 1227 1814">01/12/22</td> </tr> <tr> <td data-bbox="363 1814 671 1861"><b>Total for Periods</b></td> <td data-bbox="671 1814 948 1861"><b>\$45.9728</b></td> <td data-bbox="948 1814 1227 1861"></td> </tr> <tr> <td colspan="2" data-bbox="363 1861 948 1895"><b>Total Contribution Schedule Lot Entitlements</b></td> <td data-bbox="948 1861 1227 1895">17460</td> </tr> </tbody> </table> <p>And that the Committee may issue an interim levy for the first levy period of the following financial year at the following rate:</p>	Contribution Period Administrative Fund	\$ Total Per Lot Entitlement <i>(inclusive of GST)</i>	Due Date of Payment	01/03/22 to 31/05/22	\$9.5950	Pre-issued	01/06/22 to 31/08/22	\$9.5950	Pre-issued	01/09/22 to 30/11/22	\$13.3914	01/09/22	01/12/22 to 28/02/23	\$13.3914	01/12/22	<b>Total for Periods</b>	<b>\$45.9728</b>		<b>Total Contribution Schedule Lot Entitlements</b>		17460	<p>YES - 133</p> <p>NO - 3</p> <p>ABSTAIN - 5</p>
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7	<p><b>Adoption of Sinking Fund Budget and Determining of Contributions Statutory Motion   Ordinary Resolution</b></p> <p>That the Sinking Fund Budget for the Financial Year ending 28 February 2023 totalling <b>\$77,625.00</b> (inclusive of GST), subject to a 10% discount if paid on or before the due date, be adopted by the Body Corporate for Sailfish Cove CTS 20394 at a rate of <b>\$4.4459</b> per unit of lot entitlement with contributions to be raised by four (4) instalments, as follows:</p> <table border="1" data-bbox="363 1111 1228 1478"> <thead> <tr> <th>Contribution Period Sinking Fund</th> <th>\$ Total Per Lot Entitlement <i>(inclusive of GST)</i></th> <th>Due Date of Payment</th> </tr> </thead> <tbody> <tr> <td>01/03/22 to 31/05/22</td> <td>\$1.5050</td> <td>Pre-issued</td> </tr> <tr> <td>01/06/22 to 31/08/22</td> <td>\$1.5050</td> <td>Pre-issued</td> </tr> <tr> <td>01/09/22 to 30/11/22</td> <td>\$0.7179</td> <td>01/09/22</td> </tr> <tr> <td>01/12/22 to 28/02/23</td> <td>\$0.7180</td> <td>01/12/22</td> </tr> <tr> <td><b>Total for Periods</b></td> <td><b>\$4.4459</b></td> <td></td> </tr> <tr> <td colspan="2">Total Contribution Schedule Lot Entitlements</td> <td>17460</td> </tr> </tbody> </table> <p>And that the Committee may issue an interim levy for the first levy period of the following financial year at the following rate:</p> <table border="1" data-bbox="363 1641 1228 1921"> <thead> <tr> <th>Contribution Period Sinking Fund</th> <th>\$ Total Per Lot Entitlement <i>(inclusive of GST)</i></th> <th>Due Date of Payment</th> </tr> </thead> <tbody> <tr> <td>01/03/23 to 31/05/23</td> <td>\$1.15</td> <td>01/03/23</td> </tr> <tr> <td>01/06/23 to 31/08/23</td> <td>\$1.15</td> <td>01/06/23</td> </tr> <tr> <td><b>Total for Period(s)</b></td> <td><b>\$2.30</b></td> <td></td> </tr> <tr> <td colspan="2">Total Contribution Schedule Lot Entitlements</td> <td>17460</td> </tr> </tbody> </table>	Contribution Period Sinking Fund	\$ Total Per Lot Entitlement <i>(inclusive of GST)</i>	Due Date of Payment	01/03/22 to 31/05/22	\$1.5050	Pre-issued	01/06/22 to 31/08/22	\$1.5050	Pre-issued	01/09/22 to 30/11/22	\$0.7179	01/09/22	01/12/22 to 28/02/23	\$0.7180	01/12/22	<b>Total for Periods</b>	<b>\$4.4459</b>		Total Contribution Schedule Lot Entitlements		17460	Contribution Period Sinking Fund	\$ Total Per Lot Entitlement <i>(inclusive of GST)</i>	Due Date of Payment	01/03/23 to 31/05/23	\$1.15	01/03/23	01/06/23 to 31/08/23	\$1.15	01/06/23	<b>Total for Period(s)</b>	<b>\$2.30</b>		Total Contribution Schedule Lot Entitlements		17460	<p>YES - 136</p> <p>NO - 1</p> <p>ABSTAIN - 4</p>
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	<ul style="list-style-type: none"> <li>• <i>Date of last Sinking Fund Forecast: 05/03/21;</i></li> <li>• <i>Note: The above levies are subject to a penalty of 2.5% (pursuant to the legislation) and a loss of discount if not paid by the due date.</i></li> </ul> <p><b>It was RESOLVED that Motion 7 be CARRIED</b></p>	
8	<p><b>Confirmation of Body Corporate Insurance(s) Statutory Motion   Ordinary Resolution</b></p> <p>That, in accordance with the requirements of the applicable regulation module, the body corporate confirms, as set out in the Insurance Report attached to the AGM Notice:</p> <ul style="list-style-type: none"> <li>a) Its existing insurance policies and arrangements; and</li> <li>b) The full replacement value of all buildings the body corporate is required to insure under the applicable regulation module.</li> </ul> <p><b>It was RESOLVED that Motion 8 be CARRIED</b></p>	<p>YES - 133</p> <p>NO - 3</p> <p>ABSTAIN - 4</p>
<i>Motions Submitted by the Committee</i>		
9	<p><b>Renewal of Body Corporate Insurance(s) Proposed by: Committee Ordinary Resolution</b></p> <p>That the Body Corporate Manager be authorised to obtain quotations for renewal of all required Body Corporate insurance policies, and (if required) to complete the Insurer’s Proposal Form on behalf of the Body Corporate and subject to:</p> <ul style="list-style-type: none"> <li>a) The provision to the committee for Sailfish Cove CTS 20394 of written quotations and associated documentation regarding the insurance and its renewal by Mercier Body Corporate Services; and</li> <li>b) The written acceptance by the Body Corporate Committee for Sailfish Cove CTS 20394 of a suitable quotation for renewal of insurance policies by the Body Corporate.</li> </ul> <p>And further that the Committee is authorised to instruct the Manager in the renewal of Body Corporate insurances and to renew those insurances as and when they fall due.</p> <p>The date of the last insurance valuation report prepared for the scheme was 6 March 2019 as follows:</p>	<p>YES - 132</p> <p>NO - 5</p> <p>ABSTAIN - 3</p>

MOTION No.	MOTION	VOTE																												
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10	<p data-bbox="327 1249 1050 1323"><b>Ratification of Origin Energy Electricity Limited Agreement Proposed by: Committee   Ordinary Resolution</b></p> <p data-bbox="327 1375 1235 1547">That the Body Corporate for Sailfish Cove CTS 20394 ratify the agreement from Origin Energy Electricity Limited (ABN 33 071 052 287) for the supply of Common Area power to the scheme commencing on 1 January 2022 for a period of three (3) years at the energy rates outlined in the <i>Electricity Sale Agreement Schedule</i>.</p> <p data-bbox="327 1592 1256 1630"><b>It was RESOLVED that Motion 10 be CARRIED</b></p>	<p data-bbox="1305 1249 1417 1279">YES - 135</p> <p data-bbox="1321 1317 1401 1346">NO - 2</p> <p data-bbox="1289 1391 1433 1420">ABSTAIN - 4</p>																												
11	<p data-bbox="327 1720 911 1794"><b>Cocos Palm Removal Proposed by: Committee   Ordinary Resolution</b></p> <p data-bbox="327 1845 1256 1957">That the Body Corporate affect payment for the removal of any Cocos Palm (<i>syagrus romanzoffiana</i>), being an environmental weed, from within the boundary of a lot (the works) on the following conditions:</p>	<p data-bbox="1305 1720 1417 1749">YES - 121</p> <p data-bbox="1321 1787 1401 1816">NO - 14</p> <p data-bbox="1289 1861 1433 1890">ABSTAIN - 5</p>																												

MOTION No.	MOTION	VOTE
	<p>(i) That the Lot Owner provide written consent to the Body Corporate for the works;</p> <p>(ii) That the Lot Owner request for the removal of any Cocos Palm(s) be communicated in writing to the Body Corporate via the Body Corporate Secretary or the Body Corporate Manager <b>no later than 30 August 2022</b> (the request deadline);</p> <p>(iii) That the Cocos Palm(s) to be removed be clearly identified to the Body Corporate by the Lot Owner;</p> <p>(iv) That the Lot Owner agree to allow reasonable access to an authorised Body Corporate Member or its engaged contractor to undertake the works;</p> <p>(v) That the works will be undertaken by the Body Corporate in a one-off bulk removal for Lot Owners that have made the request to the Body Corporate by the request deadline.</p> <p><b>It was RESOLVED that Motion 11 be CARRIED</b></p> <p><i>Note: It was advised that the Committee will consider providing an initiative to Lot Owners wherein a tree contractor may quote for other tree removals with such costs to be quoted individually and opted-in by Lot Owners in writing.</i></p>	
12	<p><b>Change of Regulation Module</b>  <b>Proposed by: Committee   Special Resolution</b></p> <p>That the Body Corporate approves the change of Regulation Module from the <i>Accommodation Module Regulation 2021</i> to the <i>Standard Module Regulation 2021</i>.</p> <p>And further, that on passing of this motion, the Body Corporate Committee be authorised to:</p> <ol style="list-style-type: none"> <li>1. Prepare or cause to be prepared a new Community Management Statement;</li> <li>2. Cause the new Community Management Statement executed by two members of the committee under seal, one of whom must be the Chairperson or Secretary;</li> <li>3. Engage <i>Mercier Body Corporate Services</i> to prepare and lodge a General Request for the registration of a New Community Management Statement to reflect the Regulation Module change for recording as soon as practicable.</li> </ol> <p><b>Motion 12 was LOST</b></p>	<p>YES - 87</p> <p>NO - 48</p> <p>ABSTAIN - 4</p>



MOTION No.	MOTION	VOTE
<i>Motions Submitted by the Lot Owner(s)</i> <i>[Lot Owner Motions are provided in the exact form received from the submitting Lot Owner]</i>		
13	<p><b>Appointment of Body Corporate Manager</b>  <b>Proposed by: Capital Superannuation Pty Ltd (Lot 52 &amp; 134)   Ordinary Resolution (without the use of Proxies)</b></p> <p>That the Body Corporate for Sailfish Cove CTS 20394 resolves to appoint Mercier Corporation Pty Ltd trading as Mercier Body Corporate Services as its Body Corporate Manager for a term of <b>three (3) years</b>, upon the terms set out in the proposed Body Corporate Management Agreement (the Agreement) included with the Notice of Meeting, at the professional fee of <b>\$28,080.00</b> per annum (exclusive of GST) for <b>216</b> Lots, being <b>\$130.00</b> per lot per annum as set out in the Agreement, and the Body Corporate resolves to execute the Agreement under its Common Seal.</p> <p><b>It was RESOLVED that Motion 13 be CARRIED</b></p>	<p>YES - 124</p> <p>NO - 10</p> <p>ABSTAIN - 5</p>
14	<p><b>Facilities Access for Non-Residents</b>  <b>Proposed by: Lea Randazzo (Lot 152)   Ordinary Resolution</b></p> <p>Stopping non-residents accessing the facilities they are just walking in using either pool/spa.</p> <p><b>It was RESOLVED that Motion 14 be CARRIED</b></p>	<p>YES - 59</p> <p>NO - 78</p> <p>ABSTAIN - 3</p>
15	<p><b>Bin Spotting</b>  <b>Proposed by: Harry Lechner (Lot 104)   Ordinary Resolution</b></p> <p>Bin spotting to cease as it is not required any more.</p> <p><b>MOTION 15 WAS RULED OUT OF ORDER BY THE CHAIRPERSON AS BIN SPOTTING BY THE CARETAKER MANAGER IS SUBJECT TO A DEED THAT WAS PASSED AT A PRIOR GENERAL MEETING AND DULY ENTERED INTO BETWEEN THE BODY CORPORATE AND THE CARETAKER MANAGER.</b></p>	<p>MOTION RULED OUT OF ORDER</p>
16	<p><b>Public Telephone</b>  <b>Proposed by: Harry Lechner (Lot 104)   Ordinary Resolution</b></p> <p>Public telephone to be reinstalled by Caretaker.</p> <p><b>It was RESOLVED that Motion 16 be CARRIED</b></p>	<p>YES - 69</p> <p>NO - 68</p> <p>ABSTAIN - 3</p>

MOTION No.	MOTION	VOTE
	<p><i>Note: It was remarked at the meeting by a lot owner that the public phone previously situated within the Caretaker's Lot has not been reinstated after the renovations to the Caretaker's Lot 226. It was noted that the requirement to reinstate the public phone was approved at a prior General Meeting. It was advised by the Caretaker that investigations will be conducted to obtain advice from Telstra as to another suitable location for the public phone upon the scheme land.</i></p>	
17	<p><b>Installation of BBQ Shelter</b>  <b>Proposed by: Rory Hedley-Gardner (Lot 171)   Ordinary Resolution</b></p> <p>Construction of a community BBQ shelter and facility, located on the northern side of the old water fall on the canal, with a budget limit of \$50,000.</p> <p><b>Motion 17 was LOST</b></p>	<p>YES - 49</p> <p>NO - 87</p> <p>ABSTAIN - 2</p>
18	<p><b>Installation of Shade Sail</b>  <b>Proposed by: Sharon Dickson (Lot 202)   Ordinary Resolution</b></p> <p>That a shade sail be erected over the kids pool as per attached quote.</p> <p><b>It was RESOLVED that Motion 18 be CARRIED</b></p>	<p>YES - 120</p> <p>NO - 14</p> <p>ABSTAIN - 3</p>
19	<p><b>New By-Law Request</b>  <b>Proposed by: Susan Brain (Lot 215)   Ordinary Resolution</b></p> <p>That the Body Corporate add a new By-Law stating the 3 "Titled" Body Corporate Committee Members ie Chairman, Treasurer and Secretary must all reside/live in the Sailfish Cove complex.</p> <p><b>MOTION 19 WAS RULED OUT OF ORDER BY THE CHAIRPERSON ON ACCOUNT OF THE MOTION BEING UNENFORCEABLE AND UNLAWFUL AS THE BODY CORPORATE DOES NOT HAVE THE POWER TO STIPULATE THAT SOME COMMITTEE MEMBERS ARE REQUIRED TO LIVE ONSITE.</b></p>	<p>MOTION RULED OUT OF ORDER</p>

MOTION No.	MOTION	VOTE
20	<p><b>Removal of Secretary</b>  <b>Proposed by: Susan Brain (Lot 215)   Ordinary Resolution</b></p> <p>That the Body Corporate remove Debbie Dunn from the Committee as Secretary and replace with Anita Buckley of Lot 125.</p> <p><b>MOTION 20 WAS RULED OUT OF ORDER BY THE CHAIRPERSON AS A NEW COMMITTEE IS TO BE ELECTED FOLLOWING MOTION 22A/B.</b></p>	MOTION RULED OUT OF ORDER
21	<p><b>Removal of Secretary</b>  <b>Proposed by: Terry Coleman (Lot 166)   Ordinary Resolution</b></p> <p>That Debbie Dunn is removed from the committee and replaced with Anita Buckley part owner of unit 125.</p> <p><b>MOTION 21 WAS RULED OUT OF ORDER BY THE CHAIRPERSON AS A NEW COMMITTEE IS TO BE ELECTED FOLLOWING MOTION 22A/B.</b></p>	MOTION RULED OUT OF ORDER
<p><i>Same Issue Motions – Motions 22A and 22B (Engagement of Security Contractor)</i>  <i>[Lot Owner Motions are provided in the exact form received from the submitting lot owner]</i></p>		
22A	<p><b>Engagement of Security Contractor (AGC PRO-TEC)</b>  <b>Proposed by: Heather Grant (Lot 178)   Ordinary Resolution</b></p> <p>For the security of the residents, that the Body Corporate engage a security contractor to monitor the premises on a random basis – two patrols per night seven nights per week.</p> <p>AGC PRO-TEC @ 492 per month Incl GST - \$5367.28 + GST PA</p> <p><b>REFER TO SAME-ISSUE MOTIONS (MOTIONS 22A/22B) OUTCOME BELOW</b></p>	<p>YES - 53</p> <p>NO - 81</p> <p>ABSTAIN - 4</p>
22B	<p><b>Engagement of Security Contractor (VIP 360)</b>  <b>Proposed by: Heather Grant (Lot 178)   Ordinary Resolution</b></p> <p>For the security of the residents, that the Body Corporate engage a security contractor to monitor the premises on a random basis – two patrols per night seven nights per week.</p> <p>VIP 360 @576 per month Incl GST - \$6283.64 + GST PA</p> <p><b>REFER TO SAME-ISSUE MOTIONS (MOTIONS 22A/22B) OUTCOME BELOW</b></p>	<p>YES - 13</p> <p>NO - 123</p> <p>ABSTAIN - 4</p>

MOTION No.	MOTION	VOTE
<b>Outcome of Same-Issue Motions - Motions 22A-22B (Engagement of security contractor)</b>		
<b>QUALIFYING MOTIONS</b>		
<b>Motion No.</b>	<b>Total votes in favour</b>	<b>Qualifying motion (Y/N)</b>
22A: (AGC PRO-TEC)	53 Y   <b>81 N</b>   4 A	<b>N</b>
22B: (VIP 360)	13 Y   <b>123 N</b>   4 A	<b>N</b>
<b>BODY CORPORATE DECISION</b>		
MOTIONS 22A & 22B WERE <b>LOST</b>		
<b>NOTES</b>		
(i)	Pursuant to s.79(4) Accommodation Module Regulation 2020, <u>a qualifying motion is one that receives the required number of votes to pass</u>	
(ii)	Pursuant to s.79(5) Accommodation Module Regulation 2020, if there is only 1 qualifying motion, the qualifying motion is the body corporate's decision for the group of same-issue motions.	
(iii)	Pursuant to s.79(6) Accommodation Module Regulation 2020, if there is more than 1 qualifying motion, the qualifying motion that receives the highest number of votes in favour of the motion is the body corporate's decision for the group of same-issue motions.	

# Committee Election (2022)

## Executive Committee Member positions

As the number of Executive Committee Member position nominations received exceeded the required number under the legislation, an Open Ballot was conducted at the AGM to decide on the successful candidate for the positions of Chairperson, Secretary and Treasurer. The following candidates were declared elected as Executive Committee Members:

EXECUTIVE MEMBER POSITIONS			
CANDIDATE <i>(In alphabetical order according to Surname)</i>	LOT NUMBER	VOTES RECEIVED	OUTCOME
<b>CHAIRPERSON</b>			
Harry LECHNER	104	2	Unsuccessful
<b>Max MARX</b>	<b>124</b>	<b>80</b>	<b>Declared elected</b>
Jeremy WRIGHT	225	62	Unsuccessful
<b>SECRETARY</b>			
Anita BUCKLEY	125	63	Unsuccessful
<b>Deborah DUNNE</b>	<b>170</b>	<b>81</b>	<b>Declared elected</b>
<b>TREASURER</b>			
<b>Judy MORTON</b>	<b>52</b>	<b>78</b>	<b>Declared elected</b>
Nicholas PALMER	171	60	Unsuccessful
Daniel SHADUR	68	2	Unsuccessful
Jason WRIGHT	152	3	Unsuccessful

## Ordinary Committee Member positions

As the number of Ordinary Committee Member position nominations received exceeded the required number under the legislation, an Open Ballot was conducted at the AGM to decide on the successful candidates. The following candidates were declared elected as Ordinary Committee Members:

ORDINARY MEMBER POSITIONS			
CANDIDATE <i>(In alphabetical order according to Surname)</i>	LOT NUMBER	VOTES RECEIVED	OUTCOME
Stephen BOSWELL	145	64	Unsuccessful
Anita BUCKLEY	125	65	Unsuccessful
Deborah DUNNE	170	<del>80</del>	Nomination relinquished on account of appointment as an Executive Committee Member
<b>Sandra HOOPER</b>	<b>53</b>	<b>80</b>	<b>Declared elected</b>
Rachel KELLY	21	68	Unsuccessful
Harry LECHNER	104	73	Unsuccessful
<b>Abigail MARX</b>	<b>139</b>	<b>77</b>	<b>Declared elected</b>
Max MARX	124	<del>79</del>	Nomination relinquished on account of appointment as an Executive Committee Member
Judy MORTON	52	<del>75</del>	Nomination relinquished on account of appointment as an Executive Committee Member
Nicholas PALMER	171	65	Unsuccessful
<b>Matthew SCHWERDTFEGER</b>	<b>81</b>	<b>77</b>	<b>Declared elected</b>
Daniel SHADUR	68	73	Unsuccessful
Jordan STUBBS	169	58	Unsuccessful
<b>Janos TANDORI</b>	<b>123</b>	<b>77</b>	<b>Declared elected</b>
Jason WRIGHT	152	63	Unsuccessful
Jeremy WRIGHT	225	64	Unsuccessful

## Summary of Committee Members elected for 2022

POSITION	COMMITTEE MEMBER	LOT NUMBER
Chairperson	Max MARX	124
Secretary	Deborah DUNNE	170
Treasurer	Judy MORTON	52
Ordinary Members	Sandra HOOPER	53
	Abigail MARX	139
	Matthew SCHWERDTFEGER	81
	Janos TANDORI	123

## General Business

NIL

## Closure

There being no further business, the meeting closed at **1:09 PM**.

The Body Corporate Secretary, Debbie Dunne  
C/- Mercier Body Corporate Services  
P.O. Box 3444  
Sunnybank South QLD 4109

## CONFIRMED AS A TRUE AND ACCURATE RECORD

Chairperson: Max MARX

Date: 31 May 2022

Body Corporate Services Pty Ltd  
ABN 82010120144

Reply Paid 444 Broadbeach QLD 4218  
bcs\_goldcoast@bcssm.com.au  
[www.bcsm.com.au](http://www.bcsm.com.au)

Ph (07)55096666



31 May 2021

## Annual General Meeting

**BODY CORPORATE FOR SAILFISH COVE  
COMMUNITY TITLES SCHEME 20394  
215 COTTESLOE DRIVE**

Dear Owner

Please find enclosed the **minutes** of the recently held general meeting for SAILFISH COVE CTS 20394.

We ask that you read the minutes carefully as the matters considered impact the running of your Body Corporate.

If you require any further information or assistance in relation to the meeting outcomes, you are welcome to contact our office.

Regards  
Gary Austin-Eames



ESTATE MANAGERS



# MINUTES – GENERAL MEETING

**BODY CORPORATE FOR SAILFISH COVE  
COMMUNITY TITLES SCHEME 20394  
215 COTTESLOE DRIVE**

**THESE ARE THE MINUTES OF THE ANNUAL GENERAL MEETING FOR THE BODY CORPORATE FOR SAILFISH COVE COMMUNITY TITLES SCHEME 20394 HELD GROUND FLOOR, 26 MARINE PARADE, SOUTHPORT, QLD, 4215 COMMENCING AT 2:00 PM QLD TIME ON 28 MAY 2021.**

## Lots Represented

### Lot No

<u>2</u>	KELLY GAIN, STEFFAN GAIN	Paper vote
<u>3</u>	JUDITH NEWMAN, WAYNE NEWMAN	Electronic vote
<u>4</u>	ELIZABETH MULLAN	Electronic vote
<u>6</u>	RENEE GIRGENTI	Paper vote
<u>11</u>	CINTHYA BERNAL MANCHEGO, PETR BUCHEL	Electronic vote
<u>12</u>	IANA WITHERS, TROY WITHERS	Electronic vote
<u>13</u>	LAURA BLACK	Paper vote
<u>15</u>	DANIELLE MORRIS	Paper vote
<u>19</u>	CONNIE SFUNCIA, GAETANO SFUNCIA	Paper vote
<u>21</u>	RACHEL KELLY	Electronic vote
<u>23</u>	VILAI ANGSUNAKUL	Paper vote
<u>24</u>	DIANNE BLACKMAN	Present via Bluejeans link
<u>26</u>	N KHERA, R KHERA	Paper vote
<u>29</u>	HOLLY MILLER	Paper vote
<u>30</u>	JOHNNY VISSER	Paper vote
<u>31</u>	FIONA WRIGHT	Paper vote
<u>32</u>	J ACKERMAN	Electronic vote
<u>33</u>	JESSICA HALLER	Electronic vote
<u>35</u>	CHRISTINE ARNOLD	Electronic vote
<u>37</u>	KRISTY WHITMORE	Electronic vote

### *Enhancing Community Living*

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Strata Community Australia (SCA)

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(VIC): Hawthorn, Melbourne



<u>39</u>	CHRISTOPHER CONRAD	Electronic vote
<u>40</u>	JAMES LEONE	Electronic vote
<u>41</u>	CONNIE SFUNCIA, GAETANO SFUNCIA	Paper vote
<u>46</u>	CHRISTIAN YATES	Electronic vote
<u>51</u>	GUY WILLIAMS	Electronic vote
<u>52</u>	CAPITAL SUPERANNUATION PTY LTD AS TRUSTEE	Company Nominee Judith Morton present via Bluejeans link
<u>53</u>	GEOFFREY HOOPER, SANDRA HOOPER	Electronic vote
<u>54</u>	BEN MASCIONE	Electronic vote
<u>59</u>	JENNIFER LYNCH	Electronic vote
<u>60</u>	JAYNA MEUWISSEN	Electronic vote
<u>61</u>	MARGARET DUNLOP MCDONALD	Electronic vote
<u>62</u>	SUZANNE TOYNE-CAVLI, TIMOTHY KENNARD	Paper vote
<u>63</u>	OWEN NEOCHI	Present via Bluejeans link
<u>66</u>	GISELA DERIARD, MIGUEL PEREZ	Electronic vote
<u>67</u>	JILL CROWN, ROBERT CROWN	Paper vote
<u>68</u>	DANIEL SHADUR, PAMELA SHADUR	Electronic vote
<u>71</u>	IGOR GJORGLIEVSKI & ALEKSANDRA GJORGLIEVSKI	Electronic vote
<u>72</u>	ABRAHAM BORNSTEIN, LYNNE BORNSTEIN	Paper vote
<u>73</u>	ANITA TEBB, BRENT FRYER	Electronic vote
<u>74</u>	PHILIP LEE	Owner present
<u>80</u>	LESLIE GORDON	Paper vote
<u>81</u>	MATTHEW SCHWERDTFEGER	Owner present
<u>82</u>	JENNIFER DWYER	Electronic vote
<u>85</u>	MICHELLE JOSEPH	Electronic vote
<u>87</u>	MICHAEL LEONARD	Paper vote
<u>88</u>	STEPHANIE IRVIN	Owner present
<u>89</u>	CLINTON SEETO	Paper vote
<u>90</u>	JAMES BARNES	Paper vote
<u>92</u>	TRENTAN ALLEN	Electronic vote
<u>93</u>	FRANZ DONHAUSER,	Present via Bluejeans link
<u>94</u>	VANESSA ROSE	Electronic vote
<u>97</u>	MORIKA ANN CALLAO AND TONY STEPHENS	Electronic vote
<u>98</u>	MORGAN HERZOG	Electronic vote
<u>99</u>	DYLAN RACKLEY	Paper vote

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<u>101</u>	MURRAY BYRNE	Electronic vote
<u>102</u>	DIANNE BLACKMAN SUPER FUND	Present via Bluejeans link
<u>103</u>	KANE HARRISON	Electronic vote
<u>104</u>	HARRY LECHNER,	Owner present
<u>106</u>	BRYCE RETZLAFF, EDEN HITCH	Electronic vote
<u>109</u>	MEGAN TURNBULL, TOM ALEXANDER	Paper vote
<u>110</u>	A CURRAN, C CURRAN	Electronic vote
<u>111</u>	ETEM MURATI, HATKA MURATI	Electronic vote
<u>112</u>	ANTONETTE MCCOLL, DONALD MCCOLL	Paper vote
<u>114</u>	BRETT ALEXANDER, MICHELLE SHADIAC	Electronic vote
<u>115</u>	CORD BARHAM, GINTA BARHAM	Electronic vote
<u>117</u>	DANIEL SMITH, LAUREN BAXTER	Electronic vote
<u>118</u>	MICHAEL BOLF	Present via Bluejeans link
<u>120</u>	ANA JULIANO	Electronic vote
<u>121</u>	INGRID MILLBOURN	Paper vote
<u>123</u>	JANOS TANDORI	Paper vote
<u>124</u>	MAX MARX	Electronic vote
<u>125</u>	AMY CHAN	Paper vote
<u>126</u>	MARGARET HALL	Paper vote
<u>129</u>	JAMES MILLER	Electronic vote
<u>131</u>	TRENTAN ALLEN	Electronic vote
<u>132</u>	THOMAS LAHL	Electronic vote
<u>134</u>	CAPITAL SUPERANNUATION PTY LTD AS TRUSTEE	Company Nominee Judith Morton present via Bluejeans link
<u>138</u>	COLLEEN HUGHES	Electronic vote
<u>139</u>	ABIGAIL MARX	Electronic vote
<u>141</u>	LOUISE LEE	Electronic vote
<u>143</u>	KIM KONG	Electronic vote
<u>144</u>	DIANNE BLACKMAN	Present via Bluejeans link
<u>145</u>	STEPHEN BOSWELL	Owner present
<u>146</u>	GEMMA O'HARE	Paper vote
<u>149</u>	DONOVAN LEWIS	Paper vote
<u>150</u>	JOHN THURGATE, LISA THURGATE, MARLENE THURGATE	Paper vote
<u>151</u>	PETER BUCKLEY	Present via Bluejeans link
<u>152</u>	JASON WRIGHT	Proxy present

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<u>155</u>	NATHAN FOX	Electronic vote
<u>156</u>	FILIPPE SANTONI	Electronic vote
<u>160</u>	BRIAN LINCOLN, MARY LINCOLN	Owner present
<u>161</u>	JAKE BOTTRALL	Electronic vote
<u>162</u>	PETER ASHTON, RUSSELL ASHTON	Electronic vote
<u>163</u>	HANAN KHAROUFEH, MAHER KHAROUFEH	Paper vote
<u>164</u>	GARY LUCAS, JOANNE LUCAS	Paper vote
<u>166</u>	TERENCE COLEMAN	Present via Bluejeans link
<u>167</u>	ABRAHAM BORNSTEIN, LYNNE BORNSTEIN	Paper vote
<u>168</u>	DOMITA PTY LTD	Paper vote
<u>170</u>	DEBORAH DUNNE	Present via Bluejeans link
<u>171</u>	NICHOLAS PALMER, RORY HEDLEY-GARDNER	Electronic vote
<u>172</u>	JONATHAN THOMPSON	Electronic vote
<u>175</u>	TE ATAMIRA JOSEPHINE PAPUNI	Paper vote
<u>176</u>	JEREMY WRIGHT	Electronic vote
<u>177</u>	CONNIE SFUNCIA, GAETANO SFUNCIA	Paper vote
<u>178</u>	HEATHER GRANT, JEFFREY GRANT	Paper vote
<u>179</u>	KAREN GOODE, TANIAN GOODE	Electronic vote
<u>180</u>	ELIZABETH GRAY	Paper vote
<u>181</u>	GARY KITCHEN	Electronic vote
<u>182</u>	MARGARET HEMPEL	Paper vote
<u>186</u>	OLAF ROMPE	Paper vote
<u>187</u>	ARON GARAY	Electronic vote
<u>190</u>	SINZIANA TUDOR	Electronic vote
<u>192</u>	JOY LEWIS, MICHAEL LEWIS	Electronic vote
<u>193</u>	DEBRA GOODMAN	Owner present
<u>194</u>	IKUE PIDCOCK	Paper vote
<u>196</u>	BO YE	Paper vote
<u>198</u>	GUILHERME DA ROCHA MACEDO	Paper vote
<u>199</u>	JESSICA BROUWER	Electronic vote
<u>200</u>	MELANIE BLYTH	Paper vote
<u>201</u>	KHALIL HADDAD, MADELINE HADDAD	Paper vote
<u>204</u>	LETICIA PESCADOR	Electronic vote
<u>205</u>	SOFIA KESIS, ZAFIRIOS KESIS	Paper vote
<u>206</u>	JANINE PEROTTI	Electronic vote

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<u>209</u>	CONNIE SFUNCIA, GAETANO SFUNCIA	Paper vote
<u>213</u>	KERRY LAMMING	Electronic vote
<u>215</u>	ALLAN BRAIN	Owner present
<u>216</u>	CONNIE SFUNCIA, GAETANO SFUNCIA	Paper vote
<u>217</u>	NICOLAS MARR	Electronic vote
<u>218</u>	KATIE MCCARTHY	Paper vote
<u>219</u>	MICHELLE BOSWELL	Electronic vote
<u>221</u>	ELIZABETH MITCHELL, ROBERT MITCHELL	Electronic vote
<u>222</u>	AARON REAY	Electronic vote
<u>223</u>	VICTOR THORNBURY	Owner present
<u>225</u>	JEREMY WRIGHT	Electronic vote
<u>226</u>	SIMONE FECHNER & CRAIG HEAD	Owners present

## Apologies

---

Nil

## In Attendance

---

Gary Austin-Eames, Wayne Farley and Debi Cobb representing Body Corporate Services Pty Ltd.  
Robin Nelson - Returning Officer

NOTE- Deborah Dunne objected to Robin Nelson being the returning officer due to what she stated was an adjudication application lodged over the AGM last year.

## Chairperson of Meeting

---

Allan Brain chaired the meeting.

## Proxies and Voting Papers

---

The Chairperson declared that the valid proxies and voting papers be accepted.

## Quorum

---

The chairperson declared that a quorum was represented and the meeting was declared open at 2:09 PM.

### ***Enhancing Community Living***

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## Open Motions

<b>1</b>	<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i> That the minutes of the extraordinary general meeting held on 13/08/2020 be confirmed as a true and correct record of the proceedings at that meeting.	
	<b>Motion CARRIED</b>	Yes 127      No 1      Abstain 7      Invalid 0
<b>2</b>	<b>Adoption of Statement of Accounts</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i> That the Audited statement of accounts for the administrative and sinking funds for the year ending 28/02/2021 attached to the agenda be adopted.	
	<b>Motion CARRIED</b>	Yes 73      No 57      Abstain 5      Invalid 0
<b>3</b>	<b>No Audit</b>	<b>Special Resolution</b>
	<i>Statutory Motion</i> That the Body Corporate's statement of accounts for the financial year 01/03/2021 to 28/02/2022 NOT be audited.  *NOTE: If you want the accounts to be audited, vote 'no'; if you do not want the accounts to be audited, vote 'yes'.	
	<b>Motion DEFEATED</b>	Yes 60      No 72      Abstain 3      Invalid 0
<b>4</b>	<b>Appointment of Auditor</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i> That the Body Corporate AGREES that the statement of accounts for the financial year 01/03/2021 to 28/02/2022 be audited and selects from one of the following Auditors.	
	<b>Motion CARRIED</b>	Yes 79      No 54      Abstain 2      Invalid 0
	<b>Alternative A</b> <i>Statutory Motion</i> That the Body Corporate AGREES that the statement of accounts for the financial year 01/03/2021 to 28/02/2022 be audited, the proposed auditor being Guardian Body Corporate Audit Services.	
	<b>Alternative B</b> Submitted by Owner Lots 52 & 134 That the Body Corporate for Sailfish Cove CTS 20394 approve the appointment of Business Logic Accountants Pty Ltd to audit the Body Corporate's Statement of Accounts for the next financial year.	
	<b>Votes:</b>	16 A      63 B      0 Invalid

**'Alternative B' has been selected with the highest votes.**

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(VIC): Hawthorn, Melbourne

**5 Adoption of Administrative Fund Budget and Fixing of Contributions Ordinary Resolution***Statutory Motion*

That the administrative fund budget for the financial year ending 28/02/2022, which totals \$670,000.00 including GST, be adopted with contributions levied by 4 instalments, as follows:

Period From	Period To	Due	Admin Fund	Per Lot Ent.
01/03/2021	31/05/2021	01/03/2021	\$154,000.00	\$8.82
01/06/2021	31/08/2021	01/06/2021	\$154,000.00	\$8.82
01/09/2021	30/11/2021	01/09/2021	\$181,000.00	\$10.37
01/12/2021	28/02/2022	01/12/2021	\$181,000.00	\$10.37
			<b>\$670,000.00</b>	<b>\$38.37</b>

**Total lot entitlements 17,460** with each lot entitlement attracting a levy of \$38.37 including GST, during the current financial year.

And further that the committee may issue an interim levy for the first levy period(s) of the following financial year.

**Interim Periods**

Period From	Period To	Due	Admin Fund	Per Lot Ent.
01/03/2022	31/05/2022	01/03/2022	\$167,500.00	\$9.59
01/06/2022	31/08/2022	01/06/2022	\$167,500.00	\$9.59
			<b>\$335,000.00</b>	<b>\$19.19</b>

*Subject to 10% settlement discount for payment on or before the due date.*

**Motion CARRIED** Yes 65 No 61 Abstain 7 Invalid 2

***Enhancing Community Living***

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(VIC): Hawthorn, Melbourne

*Statutory Motion*

That the sinking fund budget for the financial year ending 28/02/2022, which totals \$105,000.00 including GST, be adopted with contributions levied by 4 instalments, as follows:

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/03/2021	31/05/2021	01/03/2021	\$37,812.50	\$2.17
01/06/2021	31/08/2021	01/06/2021	\$37,812.50	\$2.17
01/09/2021	30/11/2021	01/09/2021	\$14,687.50	\$0.84
01/12/2021	28/02/2022	01/12/2021	\$14,687.50	\$0.84
			<b>\$105,000.00</b>	<b>\$6.01</b>

**Total lot entitlements 17,460** with each lot entitlement attracting a levy of \$6.01 including GST, during the current financial year.

And further that the committee may issue an interim levy for the first levy period(s) of the following financial year.

**Interim Periods**

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/03/2022	31/05/2022	01/03/2022	\$26,250.00	\$1.50
01/06/2022	31/08/2022	01/06/2022	\$26,250.00	\$1.50
			<b>\$52,500.00</b>	<b>\$3.01</b>

*Subject to 10% settlement discount for payment on or before the due date.*

**Motion CARRIED**

Yes 124

No 7

Abstain 4

Invalid 0

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(VIC): Hawthorn, Melbourne

*Statutory Motion*

That for the purposes of the body corporate insurance renewal, and on the basis of the policy set out below, the insurances be confirmed and that Body Corporate Services Pty Ltd be authorised to obtain quotations and renew the insurances for the next twelve month period unless instructed to the contrary by the committee.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
855114	CHU/QBE COMMUNITYSURE	19 Feb 2022	Community Income	Not Insured
			Damage (i.e. Building) Policy	\$84,000,000.00
			Fidelity Guarantee Insurance	\$250,000.00
			Common Area Contents	\$84,000.00
			Floating Floors	Not Included
			Building Catastrophe	Not Insured
			Flood	Not Included
			Appeal Expenses	\$100,000.00
			Fusion Cover	Not Insured
			Government Audit Costs	\$25,000.00
			Legal Defence Expenses	\$50,000.00
			Loss of Rent	\$12,600,000.00
			Lot Owner's Fixtures and Improvements	\$250,000.00
			Machinery Breakdown Insurance	\$100,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Paint	Not Included
Property, Death and Injury (Public Liability)	\$30,000,000.00			
Voluntary Workers Insurance	\$300,000.00 / \$3,000.00			
Workers Compensation Insurance	Not Insured			
TOTAL PREMIUM: \$86,647.19				

**Motion CARRIED**

Yes 74

No 59

Abstain 2

Invalid 0

***Enhancing Community Living***

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**8 Engagement of Contractors Ordinary Resolution**

*Submitted by Strata Committee*

The Body Corporate acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

**Motion CARRIED** Yes 74 No 59 Abstain 2 Invalid 0

**9 Debt Management Ordinary Resolution**

*Submitted by Strata Committee*

THAT in accordance with the Body Corporate and Community Management legislation, if a contribution or contribution instalment is not paid by the date for payment, the Body Corporate recover each of the following amounts as a debt:

- (a) the amount of the contribution or instalment;
- (b) any penalty for not paying the contribution or instalment;
- (c) any costs (recovery costs) reasonably incurred by the Body Corporate in recovering the amount, to the fullest extent allowable by the legislation;

AND that the Strata Manager is instructed to progress recovery on each and every lot with a contribution or contribution instalment unpaid by the date for payment in accordance with the following procedure unless instructed to the contrary by the committee, and further that the costs to the Body Corporate are on-charged to the lot debtor:

Debt Management Table			
Steps	Time Line	Event / Test	Action Required
	Contribution due date		
1	plus (minimum) 15 days	Contribution payment unpaid (amount of or more).	Issue Reminder Contribution Notice
2	plus (minimum) 27 days	Contribution payment unpaid (amount of or more).	Issue 1st reminder letter
3	plus (minimum) 39 days	Contribution payment unpaid (amount of or more).	Issue 2nd reminder letter
4	plus (minimum) 54 days	Contribution payment unpaid (amount of or more).	*Instruction to mercantile agency to commence recovery proceedings providing all supporting documentation *Mercantile agency initial demand process includes Demand letter, phone demands and monitoring payment plans

**Motion CARRIED** Yes 135 No 0 Abstain 0 Invalid 0

**10 Engagement of Hynes Legal for Body Corporate Disputes Ordinary Resolution**

*Submitted by Strata Committee*

That the Body Corporate appoint Hynes Legal Pty Ltd in accordance with the client fee engagement provided by Hynes Legal.

AND that any Committee member (including the Body Corporate Manager) is authorised to execute the costs agreement with Hynes Legal and trust account authority on behalf of the Body Corporate.

**Motion CARRIED** Yes 69 No 64 Abstain 2 Invalid 0

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<b>11 Appointment of Body Corporate Manager</b>	<b>Ordinary Resolution Without use of Proxies</b>
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*Submitted by Strata Committee*

That the Body Corporate appoints one of the following Body Corporate Managers for the purpose of providing administrative services to the Body Corporate.

<b>Motion CARRIED</b>	Yes 131	No 2	Abstain 2	Invalid 0
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**Alternative A**

That the Body Corporate engage Body Corporate Services Pty Ltd for a term of 1 year(s) commencing on 01/06/2021 for a fee of \$30,646.00 per annum inclusive of GST for the purpose of providing administrative services to the Body Corporate, and be authorised to exercise some or all of the powers of the executive committee, the details contained in the administrative agreement included with this notice AND FURTHER that the strata manager be authorised and instructed to affix the seal to the agreement witnessed by two (2) committee members, one of whom must be the chairperson, or an authorised representative of Body Corporate Services Pty Ltd.

**Alternative B**

**Submitted by: Capital Superannuation Pty Ltd (Lots 52 and 134)**

That the Body Corporate for Sailfish Cove CTS 20394 resolves to appoint Mercier Corporation Pty Ltd trading as Mercier Body Corporate Services as its body corporate manager for a term of one (1) year, upon the terms set out in the proposed Body Corporate Management Agreement (the Agreement) included with the Notice of Meeting, at the professional fee of \$30,888.00 per annum (including GST) for 216 Lots, being \$143.00 per lot per annum (including GST) as set out in the Agreement, and the body corporate resolves to execute the Agreement under its Common Seal.

**Votes: 60 A          66 B          5 Invalid**

**'Alternative B' has been selected with the highest votes.**

<b>12 Common Seal of Body Corporate</b>	<b>Ordinary Resolution</b>
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*Submitted by Owner Lot 52 and 134*

That the Body Corporate for Sailfish Cove CTS 20394 authorises a member of Mercier Corporation Pty Ltd t/a Mercier Body Corporate Services be appointed to hold custody of the Body Corporate common seal and to affix the seal in accordance with the direction of the relevant Section of the Body Corporate and Community Management Act 1997 (Qld) & Regulation Module applying to the scheme, and further that such common seal be kept at the registered company office of Mercier Body Corporate Services.

<b>Motion DEFEATED</b>	Yes 64	No 67	Abstain 4	Invalid 0
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<b>13 Body Corporate Address (DNRME)</b>	<b>Ordinary Resolution</b>
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*Submitted by Owner Lots 52 & 134*

That the Body Corporate for Sailfish Cove CTS 20394 authorises the submission of a Change of Body Corporate Address Form to the Department Natural Recourses, Mines and Energy (DNRME) for the purpose of updating the forwarding address for all Body Corporate Notices and correspondence.

<b>Motion DEFEATED</b>	Yes 64	No 65	Abstain 6	Invalid 0
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(VIC): Hawthorn, Melbourne

**14 Body Corporate Bank Account be opened Ordinary Resolution**

*Submitted by Owner Lots 52 & 134*

That the Body Corporate for Sailfish Cove CTS 20394 approve the opening of a bank account by Mercier Corporation Pty Ltd trading as Mercier Body Corporate Services, in the name of the Body Corporate Sailfish Cove CTS 20394. and that Mercier Corporation Pty Ltd trading as Mercier Body Corporate Services be authorised to operate such bank account with the signatory for the bank account being Marc J. Mercier.

**Motion DEFEATED** Yes 60 No 72 Abstain 3 Invalid 0

**15 Appointment of Public Officer Ordinary Resolution**

*Submitted by Owner Lots 52 and 134*

That the Body Corporate for Sailfish Cove CTS 20394 approve the appointment of Marc J. Mercier as Public Officer for the purpose of the lodgement of annual taxation returns and quarterly BAS/IAS lodgements (if applicable) of the Body Corporate, and authorises Marc J. Mercier to sign all such returns on behalf of the Body Corporate.

**Motion DEFEATED** Yes 63 No 68 Abstain 4 Invalid 0

**16 Forensic Audit Ordinary Resolution**

*Submitted by Owner Lot 170*

We employ Mike Hill from McGrathNicol to undertake a Forensic Audit of the Caretakers / SF Accommodation, relating to all financial transactions in relation to the management of Sailfish Cove. This is required due to ongoing questionable suspicious financial activity from the caretakers and the committee. Due to questionable accounts and invoicing for amounts that seem unreasonable or overestimated and due to our financial status not increasing but rather decreasing. Financial activity is available to be viewed at [www.my-community.com](http://www.my-community.com)

**Motion was ruled Out of Order:**

**The Motion is in conflict with the Body Corporate and Community Management Act 1997(BCCM Act) in that no quotation or costing for this forensic audit was supplied (SEC 150 Accommodation Module Regulations 2008) and that it was an audit of an external party to the Body Corporate.**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 69 No 64 Abstain 2 Invalid 0

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<b>17</b>	<b>Fobs Disclosure</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lot 170</i>	
	Full disclosure, purchase receipts and resale invoices from the caretakers on the purchase and resale of new fobs for the complex. The fobs were purchased for the complex at a cost of approx. \$15.00 each yet these fobs were on sold to lot owners by the caretaker managers at a cost of \$35.00 - \$40.00 each, no proof has been provided that the funds were paid back to the Body Corporate and the caretakers are not allowed to profit off owners.	
	<b>Motion was ruled Out of Order:</b>	
	<b>The Motion is unlawful or unenforceable for any other reason – The fobs are supplied at the Caretaker’s cost, not the Body Corporate’s.</b>	
	The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman’s ruling, and 10 against. The motion was deemed to stand, and the result counted. For: Lots no 63, 88, 118, 145, 151, 193, 215, 226 Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223	
	<b>Motion CARRIED</b>	Yes 76      No 57      Abstain 2      Invalid 0
<b>18</b>	<b>Common Property Shed</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lot 170</i>	
	Full disclosure on all funds received by the caretakers when charging owners for storage fees when utilising the common property space namely the community shed on common property, and the caretakers are to provide evidence that any funds received were paid back to the Body Corporate.	
	<b>Motion CARRIED</b>	Yes 122      No 9      Abstain 4      Invalid 0
<b>19</b>	<b>Caretakers Disclosure</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lot 170</i>	
	Full disclosure from the caretakers of all and any companies or business’s they have created and acted, as either a director or a shadow director of the said company and any company that they utilise on behalf of the Body Corporate that they have any associations with.	
	<b>Motion CARRIED</b>	Yes 125      No 8      Abstain 1      Invalid 1
<b>20</b>	<b>Complaints re Caretakers</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lot 170</i>	
	A committee meeting to be called for the sole purpose of reviewing all the complaints received against the caretakers since the commencement of their management in 2017, and appropriate action to be taken by the committee and remedial action notices issued where necessary.	
	<b>Motion CARRIED</b>	Yes 90      No 44      Abstain 1      Invalid 0
<b>21</b>	<b>Caretaker Management Review</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lot 170</i>	
	We employ Hynes Legal to undertake a management review of the Sailfish Cove Caretakers, including a review of their contract and remuneration. This is needed due to the fact they no longer manage a website, holiday letting, restaurant, community hub, and community toilet block in the facilities centre and have significantly reduced their operating hours. The caretakers are receiving the same remuneration between, \$250,000.00 and \$300,000.00 plus many extras, this figure was decided when the contract was purchased and it included running a restaurant, café, community hub, open breezeway, community toilet.	
	<b>Motion CARRIED</b>	Yes 72      No 60      Abstain 3      Invalid 0

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**22 Bin Spotting Ordinary Resolution**

*Submitted by Owner Lot 170*

The bin spotting fee currently being paid as an extra substantial fee to the caretakers is to cease as this duty is and always has been a listed duty in the caretaker's contract.

**Motion was ruled Out of Order:**

**The Motion is in conflict with the Body Corporate and Community Management Act 1997 (Accommodation Module 2008 Section 112) in that this was approved as a Deed of Variation to the Caretaking Agreement at the 2019 AGM and would require another Deed of Variation to remove this.**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chair's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 72 No 58 Abstain 4 Invalid 0

**23 Security Camera Footage Ordinary Resolution**

*Submitted by Owner Lot 170*

Any camera footage of the complex is to be made accessible to all committee members at committee meetings when requested, or outside committee meetings if requested.

**Motion CARRIED** Yes 130 No 4 Abstain 1 Invalid 0

**24 Security Guard Services Ordinary Resolution**

*Submitted by Owner Lot 170*

The current Security guard services paid by the Body Corp to the monitor the complex is to cease, or be paid for by the caretakers, as this forms part of the caretaker's duties as per the caretaker's management agreement.

**Motion was ruled Out of Order:**

**The Motion is unenforceable. It is not in the Caretaking Agreement that the Caretakers are to enforce security within the complex. Refer Clause 4.1(m).**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chair's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 71 No 61 Abstain 3 Invalid 0

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(VIC): Hawthorn, Melbourne

<b>25</b>	<b>Caretakers Spending Limit</b>	<b>Ordinary Resolution</b>
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*Submitted by Owner Lot 170*

The spending limit for the caretakers to be reduced to a maximum of \$200.00 without prior committee approval. All spending must be individually itemised and accompanied with a tax invoice/receipt, and at least two quotes to be provided for any suggested works.

**Motion was ruled Out of Order:**

**The Motion unenforceable. Refer clause 5.5 of the Caretaking Agreement .**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52 ,74, 81, 102, 104, 134, 144, 170, 223

<b>Motion DEFEATED</b>	Yes 65	No 66	Abstain 4	Invalid 0
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<b>26</b>	<b>Bills / Invoices to All Committee Members</b>	<b>Ordinary Resolution</b>
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*Submitted by Owner Lot 170*

All bills/invoices requiring payment or reimbursement or a copy of the bill or invoice that is submitted by the caretakers for payment or reimbursement must be sent to all committee members at the same time it is sent to or given to the TWO members who are authorised to operate the accounts, and the committee given reasonable time to respond with questions or queries in relation to any bill/invoice to be paid.

**Motion was ruled Out of Order:**

**The Motion unenforceable. Refer clause 12 of the Caretaking Agreement .**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52 ,74, 81, 102, 104, 134, 144, 170, 223

<b>Motion CARRIED</b>	Yes 68	No 65	Abstain 2	Invalid 0
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<b>27</b>	<b>Expenditure to Show in Minutes</b>	<b>Ordinary Resolution</b>
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*Submitted by Owner Lot 170*

All expenditure incurred by the caretakers or committee that is approved for payment or has been paid in the time prior to and after the last committee meeting is to be attached to the minutes of any committee meetings held, showing the invoice/receipt that has been or will be actioned in that time period. Each invoice/receipt must show date, amount, tax Invoice number, to whom it was paid and details of what it was, and how it was allocated.

<b>Motion CARRIED</b>	Yes 75	No 60	Abstain 0	Invalid 0
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<b>28</b>	<b>Body Corporate Manager Authority</b>	<b>Ordinary Resolution</b>
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*Submitted by Owner Lot 170*

Withdraw the previous authority given to the Strata Manager to "override" the Treasurers on line invoice approval authority and pay each of the outstanding invoices without approval from the treasurer and committee members.

<b>Motion CARRIED</b>	Yes 125	No 9	Abstain 1	Invalid 0
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(VIC): Hawthorn, Melbourne

**29 Committee Meetings** **Ordinary Resolution**

*Submitted by Owner Lot 170*

That all committee meetings be held on a regular basis on site at Sailfish Cove to alleviate so many non-emergency VOC meetings be called as VOC meetings are only to be called for urgent matters, a minimum of six committee meetings are to be held per year.

**Motion was ruled Out of Order:**

**The Motion is in conflict with the Body Corporate and Community Management Act 1997 (Accommodation Module 2008 Section 44) in that the Committee determine the time and location of all meetings.**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 71 No 60 Abstain 4 Invalid 0

**30 Committee Candidates Register** **Ordinary Resolution**

*Submitted by Owner Lot 170*

That a register of committee nominee candidates (via proforma form) for casual positions on the committee be held and kept updated by the secretary and the Body Corporate Manager and be available on request by any Lot owners.

**Motion CARRIED** Yes 123 No 10 Abstain 2 Invalid 0

**31 Asset Register** **Ordinary Resolution**

*Submitted by Owner Lot 170*

That the asset register is available to all owners on request and that all assets are tagged and recorded in the register and that all proposed asset disposals are documented for a committee meeting decision on its disposal and if so the method of disposal.

**Motion CARRIED** Yes 130 No 4 Abstain 1 Invalid 0

**32 Committee Resignations** **Ordinary Resolution**

*Submitted by Owner Lot 170*

That all committee resignations be in writing with the date of resignation and sent to all owners as soon as possible by the secretary or the Body Corporate Manager. That all lot owners are to be notified of any committee vacancies prior to that position be filled as close as possible to the time the vacancy becomes apparent.

**Motion CARRIED** Yes 130 No 4 Abstain 1 Invalid 0

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*Submitted by Owner Lot 170*

Any owner who wants to be considered for election to any casual position on the committee must first put their request in writing, adding a paragraph with reasons why they want to go onto the committee and their desire to serve the Sailfish Community. They must state whether or not they are an associate of the caretakers / body corporate management as per the legislation, Section 11 Body Corporation Accommodation Module and section 309 The Body Corporate Community Management Act 1997.

The lot owners request for nomination and their statement of association/non-association should then be sent out to all owners in the sense of simply informing all owners of who is running for a position on their committee. This information should be emailed or posted to all owners by either the Secretary or Body Corporate Manager.

**Motion was ruled Out of Order:**

**The Motion is in conflict with the Body Corporate and Community Management Act 1997 (Accommodation Module 2008 Section 19) which does not require Lot Owners to state a reason why they wish to join the Committee**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 126 No 8 Abstain 1 Invalid 0

*Submitted by Owner Lot 170*

That a proforma form be created to give to any owners who want to be considered for any casual committee vacancies. The form is to include all contact details of a nominee. A paragraph on why they would like to serve on the Committee. A declaration that they are not an associate of the caretakers or Body Corporate Management as per the legislation Section 11 Body Corporation Accommodation Module and section 309 The Body Corporate Community Management Act 1997. And a section for lot number, name and signature of the nominee.

**Motion was ruled Out of Order:**

**The Motion is in conflict with the Body Corporate and Community Management Act 1997 (Accommodation Module 2008 Section 19) which does not require Lot Owners to state a reason why they wish to join the Committee**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 124 No 8 Abstain 3 Invalid 0

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**35 Power Comms Board Ordinary Resolution**

*Submitted by Owner Lot 170*

Any decision on the moving of the power comms board located in Lot 226 which has been noted by to cost \$100,000.00 to relocate as noted by the caretakers, must not be made at any VOC or Committee meeting. It is a restricted issue as per the legislation BODY CORPORATE AND COMMUNITY MANAGEMENT (ACCOMMODATION MODULE) REGULATION 2008 - REG 42. And that any discussion on this subject be restricted to a General Meeting only.

**Motion CARRIED** Yes 128 No 3 Abstain 4 Invalid 0

**36 Legal Assistance Stopped Ordinary Resolution**

*Submitted by Owner Lot 170*

That No further legal assistance is to be paid from owners levies to assist Lot 226 in the development of Lot 226 or for them to manage difficult owners.

**Motion CARRIED** Yes 124 No 6 Abstain 5 Invalid 0

**37 Full Disclosure Legal Assistance to Lot 226/225 Ordinary Resolution**

*Submitted by Owner Lot 170*

Full disclosure from both the Body Corporate and SF Accommodation of bills, receipts and payments that has been paid out from Body Corporate funds to assist the owners of Lot 226 with legal assistance in the development of Lot 226 Including, payment for titles and search's for lot 226 and lot 225 and the cost of calling any meetings in relation to Lot 225/226 and proof that the caretakers have reimbursed these amounts to the Body Corporate.

**Motion CARRIED** Yes 127 No 4 Abstain 4 Invalid 0

**38 Building Managers Report Ordinary Resolution**

*Submitted by Owner Lot 170*

That the building managers' report must be provided to all committee members a minimum of two days prior to any committee meeting in which it is due to be presented or it cannot be accepted at the meeting.

**Motion was ruled Out of Order:**

**The Motion is unenforceable in that the Caretaking Agreement does not state a time period in which reports must be given to the Committee**

The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 76 No 55 Abstain 4 Invalid 0

**39 Recreation Facilities – Hours of use Ordinary Resolution**

*Submitted by Owner Lot 170*

That the pool rules and hours reflect the current CMS by-laws section 17. And the new signs be removed and replaced with those that reflect the CMS by-laws section 17. Pool opening hours 7:00 AM to 9:00 PM.

**Motion CARRIED** Yes 128 No 5 Abstain 2 Invalid 0

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(VIC): Hawthorn, Melbourne

**40 Committee Meetings Ordinary Resolution**

*Submitted by Owner Lot 170*

That all future meetings are to be held on site at Sailfish Cove in the Body Corporate Ancillary Office within Lot 226.

**Motion was ruled Out of Order:**

**The Motion is unenforceable in that the Body Corporate cannot force a lot owner to host the meeting within their lot.**

The Chairman ruled the motion Out Of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52, 74, 81, 102, 104, 134, 144, 170, 223

**Motion CARRIED** Yes 69 No 62 Abstain 4 Invalid 0

**41 Common Property Community Shed Ordinary Resolution**

*Submitted by Owner Lot 170*

That the shed which is located on common property be used for the benefit of lot owners and not for the use of the caretaker's storage and that a protocol for requesting and determining the use of the shed be determined at the next committee meeting for the benefit of all owners.

**Motion CARRIED** Yes 86 No 44 Abstain 5 Invalid 0

**42 Authorise Hynes Legal's Engagement and Expenditure Ordinary Resolution**

*Submitted by Owner Lot 170*

If the Adjudication Decision in respect of the final orders sought in 0809-2020 lodged by Max Marx or 0905-2020 lodged by SF Accommodation Pty Ltd is adverse to the Body Corporate, that the Body Corporate appoint Hynes Legal Pty Ltd in accordance with the client fee engagement provided by Hynes Legal AND THAT any Committee member (including the Body Corporate Manager) is authorised to execute the costs agreement with Hynes Legal and trust account authority on behalf of the Body Corporate.

And that the body corporate authorises the anticipated expenditure of up to \$24,500 plus GST on legal fees.

**Motion CARRIED** Yes 65 No 64 Abstain 6 Invalid 0

Note: Motion was originally declared Lost however a re-count of the votes showed the motion as Carried

**43 Call EGM to Authorise Proceedings Ordinary Resolution**

*Submitted by Owner Lot 170*

That if motion 42 is carried, and the legal advice is that an appeal has prospects of success, that the committee call an extraordinary general meeting within two days of receiving the advice, and that meeting be held within the shortest time required for the Body Corporate to meet its legislative obligations to give notice of the meeting, to consider the commencement of appeal proceedings and the authorisation of any additional expenditure required.

**Motion CARRIED** Yes 66 No 63 Abstain 6 Invalid 0

Note: Motion was originally declared Out Of Order however a re-count of the votes for Motion 42 which Carried the vote allowed this vote to continue.

**Enhancing Community Living**

Corporate Lic No: 862864, Memberships:  
Strata Community Australia (SCA)

Branches: (NSW): Sydney, Central Coast, Forster-Tuncurry, Miranda, Mona Vale, Newcastle, Tweed Heads, Willoughby, Wollongong  
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(VIC): Hawthorn, Melbourne

**44 Exclusive Use Parking Allocations Resolution Without Dissent**

*Submitted by Owner Lot 119*

Parking allocations per unit - Each 2-bedroom unit shall have the exclusive use of 2 car parking spots and 3 bedroom units shall have the exclusive use of 3 car parking spots. All other car parking spots on common property to be VISITOR parking at a first in best dressed basis. Allocated parking spots be as close to the unit as possible.

If owners are able to park their cars wholly within their lot, they will be free to do so.

Definition of allocated parking car parking spot:

1. Garage (regardless of ability to be used by a car)
2. Driveway (if room to do so).
3. Allocated parking spot on common property.

<b>Motion DEFEATED</b>	Yes 99	No 27	Abstain 9	Invalid 0
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**45 Building Colour Palette Ordinary Resolution**

*Submitted by Owner Lot 88*

That the building colour palette be determined as follows:

- Walls - Self-destruct
- Roof, gutters and handrails - Slate Grey
- Front door at owner discretion

<b>Motion CARRIED</b>	Yes 81	No 50	Abstain 4	Invalid 0
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**46 Craig Head to refrain from using the term Building Manager Ordinary Resolution**

*Submitted by Owner Lots 68, 74 and 104*

SF Accommodation Pty Ltd Director Craig Head to refrain from using the term Building Manager, as it is misleading, as he has no qualifications as such.

**The motion, if carried, would be unlawful or unenforceable for another reason. The terms “Building Manager, Facilities Manager and Caretaker” are used interchangeably within the industry. No qualifications are required to hold this position as long as one of the Directors holds a Restricted Real Estate licence.**

The Chairman ruled the motion Out Of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman’s ruling, and 10 against. The motion was deemed to stand, and the result counted.

For: Lots no 63, 88, 118, 145, 151, 193, 215, 226

Against: Lots no 24, 52 ,74, 81, 102, 104, 134, 144, 170, 223

<b>Motion DEFEATED</b>	Yes 61	No 64	Abstain 10	Invalid 0
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*Enhancing Community Living*

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<b>47</b>	<b>Bin Spotting</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lots 68, 74 and 104</i>	
	Bin spotting to be made redundant and ceases as it fails under Management Duties.	
	<b>Motion was ruled Out of Order:</b>	
	<b>The Motion is in conflict with the Body Corporate and Community Management Act 1997 (BCCM Act) in that this was approved as a Deed of Variation to the Caretaking Agreement at the 2019 AGM and would require another Deed of Variation to change.</b>	
	The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.	
	For: Lots no 63, 88, 118, 145, 151, 193, 215, 226	
	Against: Lots no 24, 52 ,74, 81, 102, 104, 134, 144, 170, 223	
	<b>Motion CARRIED</b>	Yes 69      No 60      Abstain 6      Invalid 0
<b>48</b>	<b>Managers Spending Limit</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lots 68, 74 and 104</i>	
	Managers spending limit set at \$200.00. Committee approval required above that limit.	
	<b>Motion was ruled Out of Order:</b>	
	<b>The Motion unenforceable. Refer clause 5.5 of the Caretaking Agreement .</b>	
	The Chairman ruled the motion Out of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.	
	For: Lots no 63, 88, 118, 145, 151, 193, 215, 226	
	Against: Lots no 24, 52 ,74, 81, 102, 104, 134, 144, 170, 223	
	<b>Motion CARRIED</b>	Yes 67      No 63      Abstain 5      Invalid 0
<b>49</b>	<b>Managers Invoices</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lots 68, 74 and 104</i>	
	Manager's invoices must be approved by the Treasurer and made available to all owners on request for proof of authenticity.	
	<b>Motion CARRIED</b>	Yes 123      No 8      Abstain 4      Invalid 0
<b>50</b>	<b>Security</b>	<b>Ordinary Resolution</b>
	<i>Submitted by Owner Lots 68, 74 and 104</i>	
	Security, an unnecessary burden, to be cancelled. Falls under Management Duties.	
	<b>Motion was ruled Out of Order:</b>	
	<b>The Motion is unenforceable. It is not in the Caretaking Agreement that the Caretakers are to enforce security within the complex. Refer Clause 4.1(m).</b>	
	The Chairman ruled the motion Out Of Order, however after an objection from the floor a poll was taken of those present with the vote being 7 in favour of the Chairman's ruling, and 10 against. The motion was deemed to stand, and the result counted.	
	For: Lots no 63, 88, 118, 145, 151, 193, 215, 226	
	Against: Lots no 24, 52 ,74, 81, 102, 104, 134, 144, 170, 223	
	<b>Motion CARRIED</b>	Yes 67      No 65      Abstain 3      Invalid 0

### *Enhancing Community Living*

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<b>51</b>	<b>Recycle Bins</b>	<b>Ordinary Resolution</b>			
	<i>Submitted by Owner Lot 223</i>				
	Recycle bins to be returned to Bin Bays.				
	<b>Motion DEFEATED</b>	Yes 59	No 64	Abstain 12	Invalid 0
<b>52</b>	<b>Pool Area Steps Handrail</b>	<b>Ordinary Resolution</b>			
	<i>Submitted by Owner Lot 223</i>				
	Steps in pool area too steep. Require hand rail for safety requirements.				
	<b>Motion was ruled Out of Order:</b>				
	<b>The Motion is in conflict with the Body Corporate and Community Management Act 1997 (BCCM Act) in that no quotation was provided for these works. The meeting did discuss this and it was agreed that the new committee would look in to this issue.</b>				
<b>53</b>	<b>Access to Main Pool via Breezeway</b>	<b>Ordinary Resolution</b>			
	<i>Submitted by Owner Lot 223</i>				
	Access to main pool via Breezeway.				
		Yes 69	No 59	Abstain 6	Invalid 0
	<b>Motion was ruled Out of Order:</b>				
	<b>The motion, if carried, would be unlawful or unenforceable for another reason. This matter is currently the subject of Adjudication.</b>				
<b>54</b>	<b>Committee Meeting to Return to Sailfish Cove</b>	<b>Ordinary Resolution</b>			
	<i>Submitted by Owner Lot 223</i>				
	Committee Meetings to return to Sailfish Cove where owners can attend.				
	<b>Motion CARRIED</b>	Yes 71	No 59	Abstain 5	Invalid 0

### ***Enhancing Community Living***

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## Election of the Committee

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### Chairperson

A secret ballot was conducted and the following votes were recorded.

MAX MARX has been elected as Chairperson

STEPHEN BOSWELL	63 votes
HARRY LECHNER	1 vote
MAX MARX	72 votes
JUDITH MORTON	0 votes

### Secretary

A secret ballot was conducted and the following votes were recorded.

DEBORAH DUNNE has been elected as Secretary

STEPHEN BOSWELL	5 votes
DEBORAH DUNNE	69 votes
JUDITH MORTON	2 votes
DANIEL SHADUR	0 votes
JASON WRIGHT	60 votes

### Treasurer

A secret ballot was conducted and the following votes were recorded.

ALLAN BRAIN has been elected as Treasurer

ALLAN BRAIN	65 votes
DEBORAH DUNNE	8 votes
JUDITH MORTON	60 votes
DANIEL SHADUR	3 votes

### *Enhancing Community Living*

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(VIC): Hawthorn, Melbourne

## Ordinary Member

A secret ballot was conducted and the following votes were recorded.

STEPHEN BOSWELL, STEPHANIE IRVIN, RACHEL KELLY, ABIGAIL MARX have been elected to the committee.

STEPHEN BOSWELL	64 votes
TANIAN GOODE	61 votes
STEPHANIE IRVIN	62 votes
RACHEL KELLY	63 votes
HARRY LECHNER	62 votes
PHILIP LEE	59 votes
ABIGAIL MARX	62 votes
JUDITH MORTON	58 votes
MATTHEW SCHWERDTFEGER	20 votes
HEIDI SOPAWANALAI	14 votes
JORDAN STUBBS	59 votes
TIAN TAN CHIN	57 votes
VICTOR THORNBURY	59 votes
JASON WRIGHT	60 votes

As Stephanie Irvin, Harry Lechner and Abigail Marx each received 62 votes for the 2 remaining positions, 2 names were drawn from a box by Debi Cobb of BCS, with Abigail Marx and Stephanie Irvin being drawn.

## Withdrawn Nominees

ALLAN BRAIN	Already on committee
DEBORAH DUNNE	Already on committee
MAX MARX	Already on committee

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### *Enhancing Community Living*

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## Committee Members

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<b>CHAIRPERSON</b>	<b>Max Marx</b>	<b>Lot no 124</b>
<b>SECRETARY</b>	<b>Deborah Dunne</b>	<b>Lot no 170</b>
<b>TREASURER</b>	<b>Allan Brain</b>	<b>Lot no 215</b>
<b>ORDINARY MEMBERS</b>	<b>Stephen Boswell</b>	<b>Lot no 145</b>
	<b>Stephanie Irvin</b>	<b>Lot no 88</b>
	<b>Rachel Kelly</b>	<b>Lot no 21</b>
	<b>Abigail Marx</b>	<b>Lot no 139</b>
<b>NON-VOTING MEMBERS</b>	<b>Strata Manager</b>	<b>Mercier Corporation P/ L</b>
	<b>Simone Fechner &amp; Craig Head</b>	<b>Caretakers</b>
<b>RECONCILIATION REPORT RECIPIENT</b>	<b>Allan Brain</b>	<b>Lot no 215</b>

## Closure

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There being no further business the Chairperson declared the meeting closed at 4:04 PM.

## Secretary

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Please forward correspondence to:

Deborah Dunne

C/- Mercier Corporation P/ L

### *Enhancing Community Living*

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# SINKING FUND FORECAST



## PROPERTY DETAILS

SAILFISH COVE CTS 20394  
215 COTTESLOE DRIVE  
MERMAID WATERS, QLD, 4218

**Report Date:** 19-OCT-2022

25 October 2022

Dear Committee Members,

This report is the result of an Inspection conducted at your complex to identify the likely ongoing maintenance and capital improvement costs expected over the period covered by the Sinking Fund.

The budget estimates provided in this forecast, are accurate at today's date only, and increased by the listed rate of inflation, due to:

- changes in construction costs,
- legislative requirements,
- Industry conditions, and
- design changes to name a few.

Thus, it is critical that this forecast is updated regularly (yearly), and we recommend that a complete reassessment of the forecast be conducted at least each 3 years.

This is NOT a building condition report. QBM can provide a building condition report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

This is NOT a maintenance assessment report. QBM can provide a building maintenance report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

QBM has requested that any works by the Body Corporate be supplied so that these may be included into the Sinking Fund. Failure on behalf of the Body Corporate to provide any and all planned works is not the responsibility of QBM.

This report has been compiled by a building professional and is the opinion and recommendations of this trained professional.

The recommendations are given after serious consideration to the possibility of deterioration of the building and surrounds as a result of non-maintenance.

Should the committee choose not to follow these recommendations, then the committee must take full responsibility for deterioration of the complex that may occur from the lack of maintenance.

The building professionals at QBM are available to discuss any queries you may have with this inspection and report, or if you require clarification of any items, please call us on 1300 880 466.

Thank you for the opportunity to assist you in keeping your complex well maintained and the Sinking Fund with adequate funds for future planned and unforeseen expenses.

Yours Sincerely,



Donna Balmer  
Managing Director

## PROPERTY AND INSPECTIONS DETAILS

Building:	SAILFISH COVE CTS 20394 215 COTTESLOE DRIVE, MERMAID WATERS, QLD, 4218
Report By:	Donald Pitt
Report Update Date:	19-OCT-2022
Building Description:	2 Level Residential Unit complex – residential constructed of various different types of materials. The type of materials cannot be identified without invasive inspections walls and Tiled roof.

### PLANNED WORKS

A full listing of planned upgrade works is identified within this report.

### AREAS NOT ACCESSED

Areas in "in accessible" areas have not been included in this report. This includes any areas that cannot be seen from a visual inspection not requiring demolition work. Such areas include behind fixed wall and ceiling sheeting, under floor coverings, behind door jambs and architraves.

This is NOT a building condition report. QBM can provide a building condition report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

This is NOT a maintenance assessment report. QBM can provide a building maintenance report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

QBM has requested that any works by the Body Corporate be supplied so that these may be included into the Sinking Fund. Failure on behalf of the Body Corporate to provide any and all planned works is not the responsibility of QBM.

Contingencies are disallowed as per "The Duporth Riverside" case 2017 and that unexpected/unforeseen expenses are catered in the BCCM Act via a special levy. QBM have not made any allowance for Contingencies.

This report is NOT a Safety Inspection. As such it specifically DOES NOT cover the identification of any items affecting the safety of occupants, visitors and contractors who maybe onsite.

This report is to be considered to be a "Once Off" and only relevant at the time of inspection. QBM specifically brings to your attention that this report is NOT to be considered as being relevant for any time after the inspection date. As conditions change and the possibility of items that are now considered to be "safe" and defect free, will deteriorate over time. Thus, the need to undertake ongoing safety inspections to keep this complex in a condition free from defects and safety issues.

This report specifically DOES NOT cover any inspection for the identification of Asbestos, nor and safety issues associated with Asbestos.

This report specifically DOES NOT cover any inspection for the identification of Combustible Cladding, nor does it include any reference to Fire or Combustible Cladding Legislation, or consideration of any materials that may or may not be combustible.

This report specifically DOES NOT cover any inspection for the identification of and/or issues with Fire Prevention, Fire Systems, Fire Safety, or Fire Compliance of any type.

This report specifically DOES NOT cover any considerations as to the usage of the complex/building/common areas, facilities or equipment by persons who are under the influence of alcohol or drugs or any type including prescription drugs. Under the influence shall mean any measure above 0.

## INTRODUCTION

Under instructions from the committee of this complex, we set out in this report our recommendations for the Sinking Fund for the common areas of the complex.

The purpose of this report is to provide an independent analysis of the requirements for expenditure and contributions towards the Sinking Fund of the complex. This report is NOT a condition assessment or a report to identify any maintenance issues with the complex.

This report identifies and evaluates the funding requirements for items requiring capital expenditure as detected by site inspection, or by reference to plans and specifications, or by making reference to an assessment of the life expectancy of items within the complex.

Life expectancies and planned years to replacement used in this report are intended as a guide only for the purposes of determining a reasonable budget allowance for each year covered by this report. The allowances given for replacement costs are NOT fixed quotes and should only be used for budgeting purposes.

QBM has requested information about the state of repair of the building and complex and has requested all information as to planned works or repairs required to the complex prior to completing this report. Where this information has not been supplied, it has not been included in this report.

The Committee should review the following:

- Seek information from members of the Committee regarding the current state of the building
- Ascertain the future time objectives for appearance items such as painting of common areas, and repairs of common property, which may impact upon the stated years in this forecast and may affect the immediate cash flow requirements.
- If the Committee owns any landscaping equipment such as mowers, etc. that has not been supplied to QBM in a detailed list with full costs and purchase dates, then such items will not be included in this forecast. If after the report has been completed, and changes are required due to information not being supplied to QBM then additional costs will be charged.

This Sinking Fund forecast should be reviewed on a yearly basis to update any changes caused by abnormal expenditure, inflation rates, building industry changes such as “Boom times”, building material costs and availability and the current condition of the building.

A full and detailed review with a new Sinking Fund Forecast prepared should be completed on a maximum of a 3-yearly basis. However, this will not pick up changes to industry conditions that greatly affect all cost estimates. Thus, the need for yearly reviews.

**Items of a recurrent nature covered by the Administration Fund have not been included in this report.**

**No allowance has been made for upgrades or improvements unless specifically requested.**

## **SCOPE OF REPORT**

This Sinking Fund report assesses the funding requirements of the common property areas of the complex over time to enable restoration to original standard. It has been assumed that the property will be correctly maintained to maximize the life of items within the complex.

This is NOT a building condition report. QBM can provide a building condition report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

This is NOT a maintenance assessment report. QBM can provide a building maintenance report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

QBM has requested that any works by the Body Corporate be supplied so that these may be included into the Sinking Fund. Failure on behalf of the Body Corporate to provide any and all planned works is not the responsibility of QBM.

GST should be added to the contributions when levying Lot owners.

It is critical that a full site inspection is conducted at least each 3 years to update the Forecast so that major projected costs are accounted over the longest possible time frame to avoid unexpected and unbudgeted expenditure.

### **Fire Regulations** (Building Format Plans only)

Due to amended Fire Regulations, it is now compulsory to upgrade/ develop Fire and Evacuation Plans and Diagrams and conduct full training of occupants of the building. Re-assessment of these plans and training is required each year. It is also a requirement that a certification of all fire installations is sent to the local office of the Fire and Rescue Service. The first compliance date is 1 July 2009 and then each year thereafter.

## LEGISLATIVE REQUIREMENTS

This report is prepared to meet the requirements of the Queensland Strata Legislating. Namely:

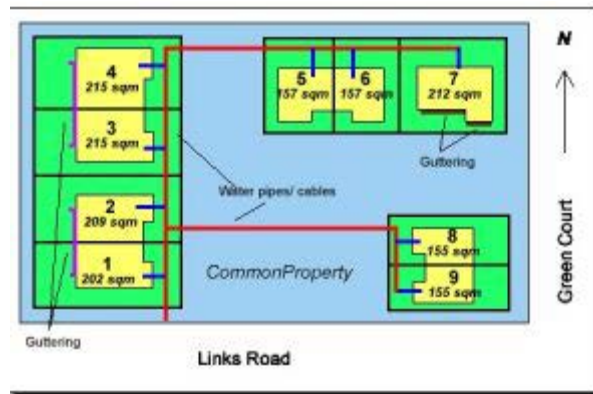
### **Body corporate maintenance**

The body corporate is usually responsible for maintaining:

- roads, gardens and lawns on common property
- facilities on common property (like swimming pools and barbeques)
- [utility infrastructure](#) (like equipment, pipes and wiring) that is on common property, or in a boundary structure, or services more than 1 lot.

### **Standard format plan**

This diagram gives an example of utility infrastructure responsibilities in a standard format plan.



[View image in full screen](#)

In this diagram, the body corporate is responsible for the:

- water pipes or cables shown in **red** as these supply the service to more than 1 lot
- guttering and associated downpipes shown in **pink** which span 2 lots (1 and 2 and 3 and 4) supplying a service to more than 1 lot
- any television antenna that services 2 or more lots.

### **Dividing fences**

Questions about fences that divide properties may come under the [Neighbourhood Disputes \(Dividing Fences and Trees\) Act 2011](#) (previously known as the dividing fences legislation).

For information about this legislation see:

- [neighbourhood dispute resolution](#)
- [Queensland Civil and Administrative Tribunal](#).

Section 311 of the [Body Corporate and Community Management Act 1997](#) says that responsibility for a:

- fence between a lot and the common property is shared equally between the lot owner and the body corporate
- fence between 2 lots is shared equally between the lot owners
- boundary fence between a lot and an adjoining property is shared equally between the body corporate and the adjoining property owner because the fence is in essence the boundary of the scheme.

## EXECUTIVE SUMMARY

<b>Scheme Name:</b>	Sailfish Cove CTS 20394
<b>Address of Property:</b>	215 Cottesloe Drive, MERMAID WATERS, QLD, 4218
<b>Inspection by:</b>	Roy Pearl
<b>Report prepared by:</b>	Donald Pitt
<b>Report Assumptions:</b>	
Number of Lots:	216
Number of Lot Entitlements:	17460
Plan Format	Standard Format Plan
Rate of Inflation utilised in calculations for expenditures. Note: Increases in levies may increase greater than the inflation rate due to planned works:	
	5.5%
Investment interest rate utilised for calculations	0.1%
Taxation rate utilised for calculations:	30.0%
Current Sinking Fund Balance	\$622,985.72
Report Projection Term	15
Balance Start Date	1/03/2022

The below balances are calculated to ensure the Sinking Fund has sufficient funds for all future expenditure and does not hold too much to be a burden upon lot owners.

End of FY	Current Account Balance	Total Contributions Including Increases	Total Planned Expenditure*	Bank Interest Received on year end Balance	Adjusted SF balance after expenditure and budgeting allowances
2023	\$622,986.00	\$77,625.00	\$78,500.00	\$0.00	\$622,111.00
2024	\$622,111.00	\$93,150.00	\$3,500.00	\$0.00	\$711,761.00
2025	\$711,761.00	\$111,780.00	\$69,500.00	\$0.00	\$754,041.00
2026	\$754,041.00	\$134,136.00	\$9,935.00	\$0.00	\$878,242.00
2027	\$878,242.00	\$160,963.00	\$551,987.00	\$0.00	\$487,218.00
2028	\$487,218.00	\$193,156.00	\$145,500.00	\$0.00	\$534,874.00
2029	\$534,874.00	\$231,787.00	\$61,903.00	\$0.00	\$704,758.00
2030	\$704,758.00	\$278,144.00	\$213,185.00	\$0.00	\$769,717.00
2031	\$769,717.00	\$333,773.00	\$658,161.00	\$0.00	\$445,329.00
2032	\$445,329.00	\$400,528.00	\$532,831.00	\$0.00	\$313,026.00
2033	\$313,026.00	\$480,634.00	\$766,952.00	\$0.00	\$26,708.00
2034	\$26,708.00	\$512,634.00	\$13,500.00	\$0.00	\$525,842.00
2035	\$525,842.00	\$544,634.00	\$619,197.00	\$0.00	\$451,279.00
2036	\$451,279.00	\$576,634.00	\$145,351.00	\$0.00	\$882,562.00
2037	\$882,562.00	\$608,634.00	\$729,258.00	\$0.00	\$761,938.00

**CONTRIBUTIONS AND EXPENDITURE****Contribution Summary for****Sailfish Cove CTS 20394**

<b>Year</b>	<b>End FY</b>	<b>Total Contributions Including Increases</b>	<b>Expenses</b>	<b>SF Balance</b>
1	2023	\$77,625	\$78,500	\$622,111
2	2024	\$93,150	\$3,500	\$711,761
3	2025	\$111,780	\$69,500	\$754,041
4	2026	\$134,136	\$9,935	\$878,242
5	2027	\$160,963	\$551,987	\$487,218
6	2028	\$193,156	\$145,500	\$534,874
7	2029	\$231,787	\$61,903	\$704,758
8	2030	\$278,144	\$213,185	\$769,717
9	2031	\$333,773	\$658,161	\$445,329
10	2032	\$400,528	\$532,831	\$313,026
11	2033	\$480,634	\$766,952	\$26,708
12	2034	\$512,634	\$13,500	\$525,842
13	2035	\$544,634	\$619,197	\$451,279
14	2036	\$576,634	\$145,351	\$882,562
15	2037	\$608,634	\$729,258	\$761,938



**Contributions for next 15 years****Contributions Summary for****Sailfish Cove CTS 20394**

<b>Year</b>	<b>End FY</b>	<b>Total Contribution including increases</b>	<b>Contribution per Lot Entitlement</b>	<b>Quarterly Contribution</b>
1	2023	\$77,625.00	\$4.45	\$1.11
2	2024	\$93,150.00	\$5.34	\$1.34
3	2025	\$111,780.00	\$6.40	\$1.60
4	2026	\$134,136.00	\$7.68	\$1.92
5	2027	\$160,963.00	\$9.22	\$2.31
6	2028	\$193,156.00	\$11.06	\$2.77
7	2029	\$231,787.00	\$13.28	\$3.32
8	2030	\$278,144.00	\$15.93	\$3.98
9	2031	\$333,773.00	\$19.12	\$4.78
10	2032	\$400,528.00	\$22.94	\$5.74
11	2033	\$480,634.00	\$27.53	\$6.88
12	2034	\$512,634.00	\$29.36	\$7.34
13	2035	\$544,634.00	\$31.19	\$7.80
14	2036	\$576,634.00	\$33.03	\$8.26
15	2037	\$608,634.00	\$34.86	\$8.72

## ANTICIPATED EXPENDITURE FOR NEXT 15 YEARS

The following pages list the anticipated yearly expenditures to complete maintenance / upgrade works. The time frames are proposed only, and the prices are NOT fixed quotes. The exact timing of maintenance works may vary depending upon specific requirements of the committee. The actual prices paid for completion of works will depend upon the specification of works, the extent of works, and the quotes received from contractors. These estimates should be viewed as budget estimates only.

**Painting:** The estimates including for painting include two coats of trade quality acrylic paint and any associated scaffolding. ONLY COMMON AREAS ARE INCLUDED

**Roofing:** Allowances have been included for regular repairs to extend the life of the existing roofing. ONLY COMMON AREAS ARE INCLUDED.

This report is NOT a condition assessment or a report to identify any maintenance issues with the complex.

Note: No allowance has been made for any works required under the “Combustible Cladding Legislation” if any are required.

Where works are listed in this table, but no amounts have been entered, this means that the works have been identified but not due in the term of this Sinking Fund Forecast. The items have been left in this table to provide the Committee confidence that all future works have been identified

Categories	Description of works to be undertaken	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$8,500	\$3,500	\$4,500	\$5,500	\$6,500	\$7,500	\$8,500	\$9,500	\$10,500	\$11,500	\$12,500	\$13,500	\$14,500	\$15,500	\$16,500
	installation of Shade sail over kids pool. - Budget estimate	\$20,000														
Doors and gates	Allowance for repairs / replacement of Roll-a-Door / Shutter / Tilt-a-Door as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.						\$2,500				\$3,500					
	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.				\$2,635			\$5,500			\$6,600			\$10,000		
Electrical	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.						\$30,000					\$60,000				
	Replacement of hot water system. - Budget Allowance.			\$2,500												
Fencing	Maintenance to common area fencing only, as required.	\$50,000					\$100,000					\$125,000				
Landscaping	Allowance for repairs / replacement of garden edging - Budget Allowance.									\$22,581						
	Repairs and upgrade to landscaping and gardens including removal of dead plants, replacing plants, trimming, weeding and installing new mulch.													\$257,468		
Painting	Re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.					\$473,793				\$492,744	\$512,454	\$532,952				\$701,329
Road Ways & Site Works	Allowance for repair to driveway, kerbing and paths throughout the complex as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.			\$25,000					\$120,000							
	Stamped / Patterned Concrete roadways and parking areas. - Restore surface and reseal. - Budget Allowance.				\$1,800			\$2,025			\$2,277			\$2,562		
Roofing	Allowance for general repairs to roof guttering where it services more than 1 lot. - Budget Allowance.			\$25,000					\$50,000					\$75,000		
Tiling	Allowance for repairs to tiling including lift and relay loose and drummy tiles. Allow for appropriate flexible jointing. This is an allowance and is designed to be held in reserve if works are not required in any particular year.											\$25,000				

Categories	Description of works to be undertaken	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Electrical	Allowance to upgrade electrical wiring and switchboards to common property. - Budget Allowance.														\$22,000	
	Contributions towards repairs and replacement of intercom system. This is an allowance and is designed to be held in reserve if works are not required in any particular year.							\$25,000						\$50,000		
Fire Services	Allowance for ongoing repairs / replacement to fire equipment including lighting and exit signs, etc. This includes replacement of batteries, replace broken diffusers to emergency and exit lights, replacement / 5 yearly services of fire extinguishers.						\$5,500					\$8,000				
Letter boxes	Allowance for repairs / replacement to letter boxes as required. - Budget Allowance.															
Plumbing	Allowance for repairs and replacements to fixtures and fittings to amenities, including toilets, basins, etc. - Budget Allowance.									\$12,022						
	Allowance for repairs to stormwater and other common property plumbing systems.					\$41,694				\$48,776				\$57,061		
	Allowance for repairs to Common area plumbing and sewerage systems.					\$30,000				\$71,538				\$83,689		
Retaining walls	Contributions towards on going repairs and long term replacement of masonry retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.														\$34,646	
	Contributions towards on going repairs and long term replacement of timber retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.							\$20,878						\$26,417		
Swimming pools and spas	Allowance for replacement of pool equipment. - Budget Allowance.			\$10,000					\$20,000					\$35,000		
	Allowance for the replacement of swimming pool equipment. Including hoses, brooms, skimmers, signage, etc. - Budget Allowance.								\$8,685							\$11,429
	Allowance to refurbish swimming pool / spa and surrounds - Budget Allowance.														\$73,205	
Furniture	Replacement of common area furniture as required. - Budget Estimate			\$2,500					\$5,000					\$7,500		
Total Expected Expenditure		\$78,500	\$3,500	\$69,500	\$9,935	\$551,987	\$145,500	\$61,903	\$213,185	\$658,161	\$532,831	\$766,952	\$13,500	\$619,197	\$145,351	\$729,258

# DETAILED LISTING OF WORKS

## DETAILED LISTING OF WORKS

Categories	Description of work to be undertaken	Estimate of Costs	End FY
Building	installation of Shade sail over kids pool. - Budget estimate	\$20,000	2023
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$8,500	2023
Fencing	Maintenance to common area fencing only, as required.	\$50,000	2023
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$3,500	2024
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$4,500	2025
Electrical	Replacement of hot water system. - Budget Allowance.	\$2,500	2025
Furniture	Replacement of common area furniture as required. - Budget Estimate	\$2,500	2025
Road Ways & Site Works	Allowance for repair to driveway, kerbing and paths throughout the complex as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$25,000	2025
Roofing	Allowance for general repairs to roof guttering where it services more than 1 lot. - Budget Allowance.	\$25,000	2025
Swimming pools and spas	Allowance for replacement of pool equipment. - Budget Allowance.	\$10,000	2025
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$5,500	2026
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$2,635	2026
Road Ways & Site Works	Stamped / Patterned Concrete roadways and parking areas. - Restore surface and reseal. - Budget Allowance.	\$1,800	2026
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$6,500	2027
Painting	Re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.	\$473,793	2027
Plumbing	Allowance for repairs to Common area plumbing and sewerage systems.	\$30,000	2027
Plumbing	Allowance for repairs to stormwater and other common property plumbing systems.	\$41,694	2027
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$7,500	2028
Doors and gates	Allowance for repairs / replacement of Roll-a-Door / Shutter / Tilt-a-Door as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$2,500	2028
Electrical	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$30,000	2028
Fencing	Maintenance to common area fencing only, as required.	\$100,000	2028
Fire Services	Allowance for ongoing repairs / replacement to fire equipment including lighting and exit signs, etc. This includes replacement of batteries, replace broken diffusers to emergency and exit lights, replacement / 5 yearly services of fire extinguishers.	\$5,500	2028
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$8,500	2029
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$5,500	2029
Electrical	Contributions towards repairs and replacement of intercom system. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$25,000	2029
Retaining walls	Contributions towards on going repairs and long term replacement of timber retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$20,878	2029
Road Ways & Site Works	Stamped / Patterned Concrete roadways and parking areas. - Restore surface and reseal. - Budget Allowance.	\$2,025	2029
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$9,500	2030
Furniture	Replacement of common area furniture as required. - Budget Estimate	\$5,000	2030
Painting	Re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.	\$492,744	2031
Road Ways & Site Works	Allowance for repair to driveway, kerbing and paths throughout the complex as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$120,000	2030
Roofing	Allowance for general repairs to roof guttering where it services more than 1 lot. - Budget Allowance.	\$50,000	2030
Swimming pools and spas	Allowance for replacement of pool equipment. - Budget Allowance.	\$20,000	2030
Swimming pools and spas	Allowance for the replacement of swimming pool equipment. Including hoses, brooms, skimmers, signage, etc. - Budget Allowance.	\$8,685	2030
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$10,500	2031
Landscaping	Allowance for repairs / replacement of garden edging - Budget Allowance.	\$22,581	2031
Painting	Re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.	\$512,454	2032
Plumbing	Allowance for repairs and replacements to fixtures and fittings to amenities, including toilets, basins, etc. - Budget Allowance.	\$12,022	2031
Plumbing	Allowance for repairs to Common area plumbing and sewerage systems.	\$71,538	2031
Plumbing	Allowance for repairs to stormwater and other common property plumbing systems.	\$48,776	2031
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$11,500	2032
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$6,600	2032
Painting	Re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.	\$532,952	2033
Road Ways & Site Works	Stamped / Patterned Concrete roadways and parking areas. - Restore surface and reseal. - Budget Allowance.	\$2,277	2032
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$12,500	2033
Doors and gates	Allowance for repairs / replacement of Roll-a-Door / Shutter / Tilt-a-Door as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$3,500	2033
Electrical	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$60,000	2033
Fencing	Maintenance to common area fencing only, as required.	\$125,000	2033
Fire Services	Allowance for ongoing repairs / replacement to fire equipment including lighting and exit signs, etc. This includes replacement of batteries, replace broken diffusers to emergency and exit lights, replacement / 5 yearly services of fire extinguishers.	\$8,000	2033

Categories	Description of work to be undertaken	Estimate of Costs	End FY
Tiling	Allowance for repairs to tiling including lift and relay loose and drummy tiles. Allow for appropriate flexible jointing. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$25,000	2033
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$13,500	2034
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$14,500	2035
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$10,000	2035
Electrical	Contributions towards repairs and replacement of intercom system. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$50,000	2035
Furniture	Replacement of common area furniture as required. - Budget Estimate	\$7,500	2035
Landscaping	Repairs and upgrade to landscaping and gardens including removal of dead plants, replacing plants, trimming, weeding and installing new mulch.	\$257,468	2035
Plumbing	Allowance for repairs to Common area plumbing and sewerage systems.	\$83,689	2035
Plumbing	Allowance for repairs to stormwater and other common property plumbing systems.	\$57,061	2035
Retaining walls	Contributions towards on going repairs and long term replacement of timber retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$26,417	2035
Road Ways & Site Works	Stamped / Patterned Concrete roadways and parking areas. - Restore surface and reseal. - Budget Allowance.	\$2,562	2035
Roofing	Allowance for general repairs to roof guttering where it services more than 1 lot. - Budget Allowance.	\$75,000	2035
Swimming pools and spas	Allowance for replacement of pool equipment. - Budget Allowance.	\$35,000	2035
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$15,500	2036
Electrical	Allowance to upgrade electrical wiring and switchboards to common property. - Budget Allowance.	\$22,000	2036
Retaining walls	Contributions towards on going repairs and long term replacement of masonry retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$34,646	2036
Swimming pools and spas	Allowance to refurbish swimming pool / spa and surrounds - Budget Allowance.	\$73,205	2036
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$16,500	2037
Painting	Re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.	\$701,329	2037
Swimming pools and spas	Allowance for the replacement of swimming pool equipment. Including hoses, brooms, skimmers, signage, etc. - Budget Allowance.	\$11,429	2037

## SCOPE OF INSPECTION

This is a Sinking Fund Forecast and NOT a building inspection report.

## CONDITIONS

### Important Information Regarding the Scope and Limitations of the Inspection and this Report

1. This report is not an all-encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not, depends, to a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
2. This is NOT a building condition report. QBM can provide a building condition report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.
3. This is NOT a maintenance assessment report. QBM can provide a building maintenance report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.
4. QBM has requested that any works by the Body Corporate be supplied so that these may be included into the Sinking Fund. Failure on behalf of the Body Corporate to provide any and all planned works is not the responsibility of QBM. THIS IS A VISUAL INSPECTION ONLY limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards, other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.
5. This Report does not and cannot make comment upon defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant. Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (NB Such matters may upon request be covered under the terms of a Special-purpose Property Report.)
6. CONSUMER COMPLAINTS PROCEDURE. In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.
7. This report is based upon and conditional upon the information provided by the person, employees or agents of the person requesting this report. Thus, any false or misleading information provided will exempt the company from any liability for decisions taken based on this report's recommendations, where such recommendations are based upon information provided to the company.
8. QBM shall not be liable for missing information due to the concealment and/or apparent concealment of defects or possible defects by the person, employees or agents of the person requesting this report, or the owner, employee or agent for the owner.
9. Due to prevailing and seasonal weather conditions this Standard Property Report is subject to and conditional upon the following:
  - a) The instance of and causes of rising damp may not be identifiable. Thus, unless specifically stated in the Inspection Results, this report does not cover the identification of 'rising damp'.
  - b) The instance of and causes of water leaks in roofs, walls, floors, windows and/or doors may not be identifiable. Thus, unless specifically stated in the Inspection Results, this report does not cover the identification of 'water leaks'.

## LIMITATIONS

### Limitations of the Report

This forecast should be updated regularly.

This is NOT a building inspection report. This is not a Building Code or By-Law compliance inspection report.

No comment is offered on any environmental concerns including such things as urea formaldehyde foam insulation, asbestos, or lead paint. We have however, if necessary recommended when and if specialist inspections services are required. QBM offers a complete inspection and reporting service covering all items, including, asbestos, lead paint, mould, Health and Safety, structural defects, and Building Act Compliance, which can be obtained by contacting us.

The report is a professional opinion based on a visual inspection of the accessible features of the property. Without dismantling the buildings or its systems, there are limitations to such an inspection. Throughout any inspection, references are often drawn which cannot be confirmed by direct observation. Therefore, it should be understood that we can reduce the risk of purchasing or holding the property, however, we cannot eliminate it completely.

### Cost Estimates

The estimates included for this valuation, have been obtained by utilising the rates developed by the leading firms of CoreLogic. They are not intended to be fixed price estimates but only a close estimation of the costs that would be expected for such works at this particular time. These may be impacted upon by various factors, such as the number of items to be completed at one time, the state of the industry at a particular time and/or the detail required by the property owner/manager.

### Important Disclaimers

Disclaimer of Liability: -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to the Third Parties:-This Report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third party acting or relying on this report, in whole or in part does so at their own risk.

Dated: 25 October 2022

This report has been compiled by

**Quality Building Management (Brisbane) Pty Ltd**  
**PO Box 7558 Redland Bay, Qld 4165**  
**[inspections@qbm.com.au](mailto:inspections@qbm.com.au)**  
**1300 880 466**

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

**1. Pool safety certificate number**

Certificate number: PSC0147028

**2. Location of the swimming pool**

Lot/s on plan details are usually shown on the title documents and rates notices

Street address:

215 COTTESLOE DR

MERMAID WATERS QLD

Postcode

4

2

1

8

Lot and plan details:

9999/GTP/2556

Local government area:

GOLD COAST CITY

**3. Exemptions or alternative solutions for the swimming pool (if known and applicable)**

If it is known that an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

**4. Shared pool or non-shared pool**

Shared pool



Non-shared pool

**5. Pool safety certificate validity**

Effective date:

1

0

/

0

8

/

2

0

2

2

Expiry date:

1

0

/

0

8

/

2

0

2

3

**6. Certification**

This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

HELEN GALBRAITH

Pool safety inspector  
licence number:

PS101069

Signature:

**Other important information that could help save a young child's life**

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for non-compliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit [www.qbcc.qld.gov.au/home-building-owners/pool-safety](http://www.qbcc.qld.gov.au/home-building-owners/pool-safety) for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

**Privacy statement**

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

**RTI:** The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.



# Contract for Residential Lots in a Community Titles Scheme

Fourteenth Edition

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Residential Lots in a Community Titles Scheme in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.*

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

**Contract Date:** \_\_\_\_\_ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

## SELLER'S AGENT

NAME: SGC Property Group Pty Ltd T/A McGrath Estate Agents Palm Beach

ABN:  
95 212 872 906

LICENCE NO:  
4371418

ADDRESS: 17 Sixth Avenue

SUBURB: PALM BEACH

STATE: QLD POSTCODE: 4221

PHONE:  
0404 901 465 - Sam

MOBILE:

FAX:  
07 5534 0320

EMAIL:  
salesadmin@yrec.agency

## SELLER

NAME:  
SANDRA LEE HOOPER

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:  
GEOFFREY ROBERT HOOPER

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

## SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000028910257

**BUYER**

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S AGENT** *(If applicable)*

NAME: \_\_\_\_\_  
 ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR***← or any other solicitor notified to the Seller*

NAME: \_\_\_\_\_  
 REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPERTY**

ADDRESS: 53/215 Cottesloe Drive  
 SUBURB: Mermaid Waters STATE: QLD POSTCODE: 4218  
 Description: Lot: 53 on:  BUP  GTP  SP 2675  
 Scheme: SAILFISH COVE Community Titles Scheme: 20394  
 Title Reference: 18156173  
 Present Use: Residential Dwelling  
 Local Government: Gold Coast City Council

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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Excluded Fixtures:

Included Chattels: All fixtures, fittings, Blinds, Keys & Remotes in good working order

**PRICE**

Deposit Holder: SGC Property Group Pty Ltd T/As McGrath Palm Beach

Deposit Holder's Trust Account: SGC Property Group Pty Ltd Sales Trust Account

Bank: MACQUARIE BANK

BSB: 184-446 Account No: 304 508 914

**Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$ ← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ \_\_\_\_\_ Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ \_\_\_\_\_ Balance Deposit (if any) payable on:

Default Interest Rate: \_\_\_\_\_ % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

**FINANCE**

Finance Amount: \$ \_\_\_\_\_ ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: \_\_\_\_\_

Finance Date: \_\_\_\_\_

**BUILDING AND/OR PEST INSPECTION DATE:**

Inspection Date: \_\_\_\_\_ ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

**← WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

**Tenancies:**

TENANT'S NAME: \_\_\_\_\_

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

**TERM AND OPTIONS:**

Fixed Term Agreement

STARTING DATE OF TERM: 24 February 2023    ENDING DATE OF TERM: 02 February 2024    RENT: \$ 460.00 per week    BOND: \$ 1,840.00

INITIALS (Note: initials not required if signed with Electronic Signature)

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**Managing Agent:**

AGENCY NAME:

The Investment Focus Real Estate Pty LTD

PROPERTY MANAGER:

ADDRESS: 9 Lawson Street

SUBURB: Southport

STATE: QLD

POSTCODE: 4215

PHONE:

MOBILE:

FAX:

EMAIL:

0755540900

reception@fnonthecoast.com.au

**POOL SAFETY FOR NON-SHARED POOLS**

Complete the following questions if there is a non-shared pool in the Lot

Q1. Is there a non-shared pool on the Lot?

Yes

No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the non-shared pool at the time of contract?

Yes

No

**STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

The Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (section 223(a)(b))\*

\_\_\_\_\_

(b) Actual or Contingent or Expected Liabilities of Body Corporate (section 223(2)(c)(d))\*

\_\_\_\_\_

(c) Circumstances in Relation to Affairs of Body Corporate (section 223(3))\*

\_\_\_\_\_

(d) Exceptions to Warranties in clause 7.4(4)\*

\_\_\_\_\_

(e) Proposed Body Corporate Resolutions (clause 8.4)\*

\_\_\_\_\_

\*Include in attachment if insufficient space

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Seller should consider whether to carry out an inspection of the Body Corporate records to complete this section.

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot:

80

Aggregate Interest Schedule Lot Entitlement:

17460

Contribution Schedule Lot Entitlement of Lot:

80

Aggregate Contribution Schedule Lot Entitlement:

17460

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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## INSURANCE POLICIES

Insurer: CHU/QBE

Policy No: 85114

Building: \$92,610,000.00

Public Liability: \$30,000,000.00

Other: SEE ATTACHED

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM *This section must be completed unless the Lot is vacant*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

*(select whichever is applicable)*

- installed in the residence  
 not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

*(select whichever is applicable)*

- installed in the residence  
 not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

## NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:

*(select whichever is applicable)*

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot or  
 is affected by an application to, or an order made by, QCAT in relation to a tree on the Lot, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?

*(select whichever is applicable)*

- Yes  
 No

*[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]*

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

*(select whichever is applicable)*

- the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property  
 the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

**SPECIAL CONDITIONS**

1. Entire Agreement

This contract contains the whole of the agreement between the parties and there are no other collateral bargains, agreements, representations or understandings. The purchaser acknowledges that the purchaser has not relied on and has not been induced to enter this contract by virtue of any representations, whether oral or in writing, by the vendor, or any servant or agent of the vendor, which are not set out in this contract.

**SETTLEMENT**

Settlement Date:

\_\_\_\_\_

← or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

**WARNING:** The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement: Nominated ELNO System as per Cl 11 of REIQ Terms of Contract - Gold Coast

← If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

**SIGNATURES**

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: \_\_\_\_\_

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: \_\_\_\_\_

Witness: \_\_\_\_\_

Seller: \_\_\_\_\_

Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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## TERMS OF CONTRACT FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

### 1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them and unless the context otherwise requires:

- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (f) **“Body Corporate”** means the body corporate of the Scheme;
- (g) **“Body Corporate Debt”** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **“Body Corporate Levies”** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) **“Bond”** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (j) **“Building”** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **“Business Day”** means a day other than:
  - (i) a Saturday or Sunday
  - (ii) a public holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive).
- (m) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (n) **“Contract Date”** or **“Date of Contract”** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (o) **“Court”** includes any tribunal established under statute;
- (p) **“Digitally Sign”** and **“Digital Signature”** have the meaning in the ECNL;
- (q) **“Disclosure Statement”** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) **“ECNL”** means the Electronic Conveyancing National Law (Queensland);
- (s) **“Electronic Conveyancing Documents”** has the meaning in the *Land Title Act 1994*;
- (t) **“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (u) **“Electronic Settlement”** means settlement facilitated by an ELNO System;
- (v) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (w) **“Electronic Workspace”** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (x) **“ELNO”** has the meaning in the ECNL;
- (y) **“ELNO System”** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (z) **“Encumbrances”** includes:
  - (i) unregistered encumbrances
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (aa) **“Essential Term”** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
  - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (bb) **“Exclusive Use Areas”** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (cc) **“Extension Notice”** means a notice under clause 6.2(1);
- (dd) **“Financial Institution”** means a Bank, Building Society or Credit Union;
- (ee) **“Financial Settlement”** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (ff) **“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (gg) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (hh) **“GST”** means the goods and services tax under the *GST Act*;
- (ii) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (jj) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (kk) **“Improvements”** means all fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ll) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (mm) **“Land”** means the scheme land for the Scheme;

(nn) "Outgoings" means:

- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
- (ii) Body Corporate Levies.

(oo) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;

(pp) "Pool Compliance Certificate" means:

- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(qq) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);

(rr) "Property" means:

- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

(ss) "Regulation Module" means the regulation module for the Scheme;

(tt) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;

(uu) "Reserved Items" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;

(vv) "Scheme" means the community titles scheme containing the Lot;

(ww) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;

(xx) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(yy) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;

(zz) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.

(aaa) "Transfer Documents" means:

- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

(bbb) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and

(ccc) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**1.2** Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

## 2. PURCHASE PRICE

### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

### 2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day, the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer;
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.



- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

## 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
  - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
    - (a) the Property includes items in addition to the Lot and Improvements; and
    - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount.
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

## 2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and

- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
  - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (16) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.
- (17) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

### 3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1** This contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2** The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3** If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5** The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

## 5. SETTLEMENT

### 5.1 Time and Date

- (1) Settlement must occur:
  - (a) between 9am and 4pm AEST on the Settlement Date; and
  - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

### 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
    - (i) the Seller has done this before settlement; or
    - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

### 5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
- (3) manufacturers' warranties regarding the Included Chattels;

(4) builders' warranties on the Improvements; to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

### 5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

### 5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

### 6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) by agreement of the parties; or
  - (b) under clause 6.3 or 11.4, but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

### 6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a settlement obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.

- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended; and
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
  - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
  - (b) "**Delay Event**" means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency; or
    - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
  - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (e) and 5.5;
  - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Delay Event.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate; and
- (2) any reservations or conditions on the title or the original Deed of Grant.

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

## 7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
  - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
  - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
  - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
  - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
  - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
  - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
  - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
  - (a) the Seller breaches a warranty in clause 7.4(4); or
  - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

- (8) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- (a) there is an error in the boundaries or area of the Lot;
  - (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*; or
  - (c) there are Services which pass through the Lot that do not service the Lot and are not:
    - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
    - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
  - (d) there is a mistake or omission in describing the Lot or the Seller's title to it,
- which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- (a) immaterial; or
  - (b) material, but the Buyer elects to complete this contract;
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

### 7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
- (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
  - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
- (a) the Seller must comply with the notice or order; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
- (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.

### 7.7 Property Adversely Affected

- (1) If at the Contract Date:
- (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;

- (c) access to the Land or the Lot, passes unlawfully through other land;
- (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
- (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
- (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
- (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
- (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
- (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
  - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

### 7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

### 7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

### 8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
  - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

### 8.5 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

### 8.6 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

## 9. PARTIES' DEFAULT

### 9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

### 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

### 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

### 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

### 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.

- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

## 10. GENERAL

### 10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

### 10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

### 10.3 Duty

The Buyer must pay all duty on this contract.

### 10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

### 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

### 10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

### 10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

### 10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

### 10.9 Interpretation

#### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

#### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

#### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

#### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

#### (5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

#### (6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;
 

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;
 

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

## 10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

## 11. ELECTRONIC SETTLEMENT

### 11.1 Application of Clause

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

### 11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

### 11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c), (e) and (f); and
  - (b) clause 2.5(5)(d) and (e),(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
    - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

### 11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

### 12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.



CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 44919084

Search Date: 30/06/2023 16:00

Title Reference: 18156173

Date Created: 13/06/1991

Previous Title: 18105217

REGISTERED OWNER

Dealing No: 710582883 15/05/2007

SANDRA LEE HOOPER

GEOFFREY ROBERT HOOPER

JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 53 GROUP TITLES PLAN OF RESUBDIVISION 2675  
Local Government: GOLD COAST  
COMMUNITY MANAGEMENT STATEMENT 20394

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10558005 (POR 66)
2. MORTGAGE No 710582888 15/05/2007 at 10:28  
ST.GEORGE BANK LIMITED A.B.N. 92 055 513 070

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

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Requested By: D-ENQ EQUIFAX

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

## Part 1 Tenancy details

**Item 1****1.1 Lessor**

Name/trading name S&amp;G Hooper C/- The Investment Focus Real Estate T/As First National On The Coast

Address

Southport Central Tower 3, Level 5, Suite 30501, 9 Lawson Street, Southport, QLD

Postcode 4215

**1.2 Phone**

Mobile

Email

(07) 5554 0900

reception@fnonthecoast.com.au

**Item 2****2.1 Tenant/s**

Tenant 1 Full name/s

Phone

Email

Tenant 2 Full name/s

Phone

Email

Tenant 3 Full name/s

Phone

Email

**2.2 Address for service (if different from address of the premises in item 5.1)** Attach a separate list**Item 3****3.1 Agent** If applicable. See clause 43

Full name/trading name The Investment Focus Real Estate Pty Ltd T/As First National On The Coast

Address

Suite 30501, Level 5, 9 Lawson Street

Southport Central Tower 3

Southport

QLD

Postcode 4215

**3.2 Phone**

Mobile

Email

0755540900

reception@fnonthecoast.com.au

**Item 4****Notices may be given to**

(Indicate if the email is different from item 1, 2 or 3 above)

**4.1 Lessor**Email Yes  No Facsimile Yes  No **4.2 Tenant/s**Email Yes  No Facsimile Yes  No **4.3 Agent**Email Yes  No Facsimile Yes  No 

0755546130

**Item 5****5.1 Address of the rental premises**

Unit 53, 215 Cottesloe DR

Mermaid Waters

QLD

Postcode 4218

**5.2 Inclusions provided.** For example, furniture or other household goods let with the premises. Attach list if necessary

As per the entry condition report and inventory if applicable

**5.3 Details of current repair orders for the rental premises or inclusions**

N/A

**Item 6****6.1 The term of the agreement is**  fixed term agreement  periodic agreement**6.2 Starting on** 24 / 2 / 2023**6.3 Ending on** 22 / 2 / 2024

Fixed term agreements only. For continuation of tenancy agreement, see clause 6



**General tenancy agreement** (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



**Item 7** Rent \$ 460.00 per  week  fortnight  month See clause 8(1)

**Item 8** Rent must be paid on the Due day of each Week  
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Console Pay EziDebit Payment System, Money Order, Bank Cheque or Personal Cheque

Details for direct credit

BSB no. Bank/building society/credit union

Account no. Account name

Payment reference

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

First National On The Coast

**Item 11** Rental bond amount \$ 1840.00 See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
 Gas  Yes  No Type If Applicable See special terms (page 8)  
 Phone  Yes  No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes  No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100% Any other service stated in item 12.1  
 Gas 100% See special terms (page 8)  
 Phone 100%

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity As account holder, direct to the electricity supplier

Gas As account holder, direct to the supplier

Phone As account holder, direct to the supplier

Any other service stated in item 12.1 See special terms (page 8)

**Item 15** Number of persons allowed to reside at the premises 2 See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?  Yes  No  
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22  Yes  No

**Item 17** The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type Number Type Number

**Item 18** 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Pivotal Electrical Phone 0401 723 479

Plumbing repairs Ultraflow Plumbing and Gas Services Phone 0406 661 711

Other Australian Lockmasters Phone 0417 726 484

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes

No - please provide lessor contact details below

Name Phone

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
  - (a) the day the tenant occupies the premises;
  - (b) the day the tenant is given the copy of the condition report.

*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

#### 6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* - For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
 

*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

### Division 3 Rent

#### 8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

- the lessor's address for service
- the lessor's agent's office

## 9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

*Note* - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

## 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
  - (a) the rent is increased in compliance with this clause; and
  - (b) the increase in rent does not relate to -
    - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
  - (a) this agreement provides for the rent increase; and
  - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in compliance with the matters mentioned in paragraph (b)

## 11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
  - (a) is excessive; or
  - (b) is not payable under clause 10.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement - before the term ends.

## 12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

*Note* - For details of the situations, see the information statement.

## Division 4 Rental bond

### 13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Note* - There is a maximum bond that may be required. See section 146 and the information statement.

*Example* - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

*Note* - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### 14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after -
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
 

*Examples* - body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note* - Section 165(3) limits the amount the tenant must pay.

## 17 Water service charges - ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

*Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note* - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -
 

**water consumption charge** for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note* - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments -*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
 

*Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note* - See the information statement for details.

#### 21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or

*Examples of things that may constitute a nuisance -*

  - using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

#### 24 - intentionally removed

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
  - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.
  - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

*Note* - For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- the lessor is the State; and
  - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - the non-standard items are not a risk to health or safety; and
  - for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

## 26 Tenant's obligations - s 188(2), (3) and (5)

- The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

### Subdivision 3 The dwelling

## 27 Fixtures or structural changes - ss 207-209

- The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

*Note* - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.
- Examples of terms* -
- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
  - The lessor must not act unreasonably in failing to agree.
  - If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
    - take action for a breach of a term of this agreement; or
    - waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

## 28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
  - secures an entry to the premises; or
  - secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - is part of the premises.

- If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

## 29 Changing locks - ss 211 and 212

- The lessor or tenant may change a lock at the premises only if -
  - the other party to this agreement agrees to the change; or
  - the lessor or tenant has a reasonable excuse for making the change; or
  - the lessor or tenant believes the change is necessary because of an emergency; or
  - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant -
  - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
  - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
  - the other party agrees to not being given the key; or
  - a tribunal orders that the key not be given to the other party.
- If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
  - the *Body Corporate and Community Management Act 1997*;
  - the *Building Units and Group Titles Act 1980*;
  - a body corporate by-law

### Subdivision 4 Damage and repairs

## 30 Meaning of emergency and routine repairs - ss 214 and 215

- Emergency repairs** are works needed to repair any of the following -
  - a burst water service or serious water service leak;
  - a blocked or broken lavatory system;
  - a serious roof leak;
  - a gas leak;
  - a dangerous electrical fault;
  - flooding or serious flood damage;
  - serious storm, fire or impact damage;
  - a failure or breakdown of the gas, electricity or water supply to the premises;
  - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - a fault or damage that makes the premises unsafe or insecure;
  - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

### 31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
  - (a) in this agreement for item 18; or
  - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
  - (a) the name and telephone number of the nominated repairer; and
  - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
  - (a) the lessor has given the tenant a telephone number of the lessor; and
  - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

### 32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

### 33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.  
*Note* - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

### Subdivision 5 Pets

#### 33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
*Notes* -
  - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
  - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
  - (b) a change in the lessor or lessor's agent;
  - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

#### Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

#### 33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

#### 33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
  - (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and  
*Note* - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
  - (c) if the lessor refuses the tenant's request -
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
  - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
  - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
  - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
  - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
  - (e) keeping the pet would contravene a law;
  - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
  - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
  - (h) the animal stated in the request is not a pet as defined in section 184A;
  - (i) another ground prescribed by a regulation under section 184E(1)(j).



- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- the lessor does not comply with subclause (2); or
  - the lessor's response does not comply with subclause (3).

### 33D Conditions for approval to keep pet at premises – s 184F

- The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
  - relate only to keeping the pet at the premises; and
  - are reasonable having regard to the type of pet and the nature of the premises; and
  - are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
  - if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
  - if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
  - if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- A condition of the lessor's approval to keep a pet at the premises is void if the condition –
  - would have the effect of the lessor contravening section 171 or 172; or
  - would, as a term of this agreement, be void under section 173; or
  - would increase the rent or rental bond payable by the tenant; or
  - would require any form of security from the tenant.
- For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General - ss 238 and 240

- Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- The lessor must act reasonably in failing to agree to the transfer or subletting.
- The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

## 35 State assisted lessors or employees of lessor - s 237

- This clause applies if –
  - the lessor is the State; or
  - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - the tenant's right to occupy the premises comes from the tenant's terms of employment.
- The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

## Division 8 When agreement ends

### 36 Ending of agreement - s 277

- This agreement ends only if –
  - the lessor and tenant agree, in a separate written document, to end this agreement; or
  - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
  - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
  - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  - the tribunal makes an order terminating this agreement.
- Also, this agreement ends for a sole tenant if –
  - the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or  
*Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.*
  - the tenant dies.  
*Note – See section 324A for when this agreement ends if a sole tenant dies.*

### 37 Condition premises must be left in - s 188(4) and (5)

- At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.  
*Examples of what may be fair wear and tear –*
  - wear that happens during normal use
  - changes that happen with ageing
- The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

### 38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### 39 Tenant's forwarding address - s 205(2) and (3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
  - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
  - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

### 40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
 

*Example of what might be as soon as practicable* - when the tenant returns the keys to the premises to the lessor or the lessor's agent

*Note* - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### 41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
 

*Note* - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## Division 9 Miscellaneous

### 42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
  - (a) a requirement about a service charge; or
 

*Note* - See section 164 for what is a service charge.
  - (b) a condition of an approval to keep a pet if the condition -
    - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
    - (ii) complies with clause 33D; and
    - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

### 43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

### 44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
 

*Note* - Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

POOL AT PROPERTY YES  
VALID POOL SAFETY CERTIFICATE GIVEN TO TENANT YES

Names of Approved Occupants: Rebecca Terry, PAISLEY PRICE

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

First National On The Coast

Signature

DocuSigned by:  
*The Investment Focus Real Estate Pty Ltd*  
1D86GB5E0GEC4G4...

Date 15/12/2022

**Signature of tenant 1**

Print name

Date 15/12/2022

**Signature of tenant 2**

Print name

Signature

Date / /

**Signature of tenant 3**

Print name

Signature

Date / /

## Special Terms

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

### 46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
  - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

### 48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

### 49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

### 51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
  - (a) any increase in the premium of the lessor's insurance; and
  - (b) any excess on claim by the lessor on the lessor's insurance; and
  - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

### 52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

### 53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
    - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
    - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
 

*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

### 54 Portable pool obligations

- (1) The tenant must-
  - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
  - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
  - (a) Maintain and repair the portable pool at the tenant's own expense;
  - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
  - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
  - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

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## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

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### 55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
  - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
  - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

*Note:* For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

### 56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
  - (a) agree to enter into this agreement in electronic form; and
  - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.



1300 Smoke Alarms Pty Ltd  
 PO Box 1437  
 Toombul QLD 4012  
 ABN 73 147 616 108

**CUSTOMER SERVICE**  
 1300 766 532  
**REMITTANCE ADVICE**  
 accounts@1300smokealarms.com.au



# COMPLIANCE REPORT

To The Property Owner  
 First National on the Coast  
 Shop1/61-73 Meron Street  
 Southport QLD, 4215

No. 676249  
 Date 2 March 2023

Address: 53/215 Cottesloe Drive, Mermaid Waters 4218

## COMPLIANCE REPORT - 676249

Address: 53/215 Cottesloe Drive, Mermaid Waters 4218  
 Service: **Annual Smoke Alarm Standard Service** (Lease Service)  
 Date: 02 Mar 2023 Time: 10:50  
 Period: 11 Jul 2022 - 11 Jul 2023  
 Technician: Aaron Harper via Auto Tech

**COMPLIANT**  
 Smoke alarms meet current Qld legislation requirements

Position	Location	Power	Type	Battery^	Expiry	New Expiry	Action	Reason	
RFC	Lvl 1 Bedroom 1	240 Volt	Photoelectric	Yes	No Exp	2030	Serviced Alarm		✓
RFC	Lvl 1 Bedroom 2	240 Volt	Photoelectric	Yes	No Exp	2030	Serviced Alarm		✓
RFC	Lvl 1 Stairs - Top	240 Volt	Photoelectric	Yes	No Exp	2030	Serviced Alarm		✓
RFC	Lvl G Stairs - Bottom	10y Lithium	Photoelectric	Yes	No Exp	2030	Serviced Alarm		✓

**\*Terms and Conditions:** This report certifies compliance or non compliance at the time of our inspection only with all relevant Federal and State Legislative requirements for the services listed above. 1300 Smoke Alarms, its employees and its directors will not be held responsible if any items have been tampered with, removed or damaged by the tenant/agent or any other party after our inspection. Failure to pay this invoice within 30 days of issue will render the property non-compliant and all liability will transfer to the owner and/or the managing agent. Overdue invoices may result in referring to a Credit Agency once a reasonable reminder notice has been served upon.

Insurance Policy No: SMK106001466. Elect Licence No: 84612. www.1300smokealarms.com.au/qld-terms.

RFC = Required for Compliance | NRFC = Not required for Compliance | ^Battery charge min 80%



Photo(s) for Compliance Report No 676249

53/215 Cottesloe Drive, Mermaid Waters 4218

RFC - Stairs - Bottom (GF/Entrance)  
 Exp. Date: 4/2030



RFC - Stairs - Bottom (GF/Entrance)  
 Exp. Date: 4/2030



RFC - Stairs - Bottom (GF/Entrance)  
 Exp. Date: 4/2030



RFC - Stairs - Top (1st Floor)  
 Exp. Date: 7/2030



RFC - Stairs - Top (1st Floor)  
 Exp. Date: 7/2030



RFC - Stairs - Top (1st Floor)  
 Exp. Date: 7/2030



RFC - Bedroom 1 (1st Floor)  
 Exp. Date: 7/2030



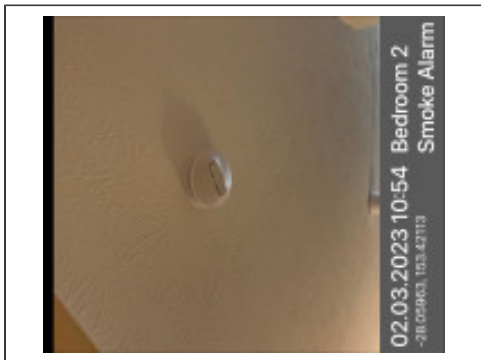
RFC - Bedroom 1 (1st Floor)  
 Exp. Date: 7/2030



RFC - Bedroom 1 (1st Floor)  
 Exp. Date: 7/2030



RFC - Bedroom 2 (1st Floor)  
 Exp. Date: 7/2030



RFC - Bedroom 2 (1st Floor)  
 Exp. Date: 7/2030



RFC - Bedroom 2 (1st Floor)  
 Exp. Date: 7/2030



Download high-resolution photos