Docusign Envelope ID: 0D801E6F-879E-85F8-8227-B098D753CE20

# BODY CORPORATE AND COMMUNITY MANAGEMENT ACT
# DISCLOSURE STATEMENT

Issued Pursuant to Section 213 of the *Body Corporate and Community Management* Act 1997

**SELLER:** **24 RSWP PTY LTD A.C.N. 686 331 797 TRUSTEE UNDER INSTRUMENT 724128462**

**BUYER:**

## 1. PROPOSED LOT BEING PURCHASED:

**Proposed Lot:** As shown on the Disclosure plan attached as **Annexure A**
In the proposed: **SOLARA** Community Titles Scheme
("the scheme")

**Which is proposed to cancel:**

Legal Description: LOT 6 ON RP225862
Title Reference: 17390207

## 2. FINAL ALLOWED SETTLEMENT DATE:

2.1 Pursuant to s217B of the *Body Corporate and Community Management Act 1997*, the date by which the Seller must settle the contract for the sale of the proposed lot is the **earlier of:**

2.1.1 the sunset date stated in the contract which is:

**30 June 2028**

**or such longer period as extended by clause 11 of the contract** OR if the buyer requests a later date for settlement and the seller agrees to the date then the later date; or

2.1.2 the **end of <u>5 ½ years</u> after the day the contract was entered** into by the buyer, or if the buyer requests a later date for settlement and the seller agrees to the later date, then the later date.

2.2 The parties should refer to clause 5 of the contract for the calculation of the actual settlement date contemplated by the contract which may be earlier than the Sunset Date stated here.

## 3. ESTIMATED ANNUAL CONTRIBUTIONS:

3.1 The estimated amount reasonably expected to be payable by the owner of the proposed lot to the Body Corporate in respect of the annual contributions to the administrative and sinking funds and for insurance for the first year after the scheme is established or changes is contained in the draft budgets **attached** hereto as "**Annexure 2**".

3.2 The estimate of the annual contributions as set out in the draft budgets attached, are subject to the Seller's right to vary the budgets pursuant to Clause 10 of the Contract.

## 4. LOT ENTITLEMENTS

4.1 The proposed **Contribution Schedule Lot Entitlements** ("CSLE") and **Interest Schedule Lot Entitlements** ("ISLE"), for the lots included in the scheme are set out in the proposed **Community Management Statement** ("CMS") for the scheme, (which is **attached** hereto as **"Annexure 3**") and are separately set out in "Annexure 2" hereto**.**

4.2 The proposed CSLE and ISLE set out in Annexure 2 and the proposed CMS are subject to the Seller's right to vary the proposed CMS and the Development generally pursuant to Clause 7 of the Contract.

## 5. PROPOSED ENGAGEMENTS:

5.1 After establishment of the scheme, the Seller will cause the Body Corporate to appoint, or to continue to engage (as the case may be):

**Body Corporate Systems Pty Ltd (trading as BCsystems) ABN 29 058 152 604**

of: Level 1, 621 Wynnum Road,
Morningside QLD 4170
info@bcsystems.com.au

as Body Corporate Manager for the Community Titles Scheme.

5.1.1 The **terms of the engagement** are set out in the proposed management agreement **attached** hereto as "**Annexure 4**";

5.1.2 The **estimated cost** of the engagement to the Body Corporate for the first year after the scheme is established or changed is set out in the draft budgets **attached** hereto as "Annexure 2"

5.1.3 The **proportion** of the costs to be borne by the owner of the Lot is set out in the draft budgets **attached** hereto as "Annexure 2"

5.2 After establishment of the scheme, the Seller will cause the Body Corporate to appoint, or to continue to engage (as the case may be):

**NATIONAL MAINTENANCE SOLUTIONS PTY LTD ABN 42 156 044 834**

of: PO Box 444,

Alexandria, NSW 1435

300 354 722

To provide maintenance services for the stormwater treatment system servicing the Community Titles Scheme.

5.2.1 The **terms of the engagement** are set out in the proposed management agreement **attached** hereto as “**Annexure 6**”;

5.2.2 The **estimated cost** of the engagement to the Body Corporate for the first year after the scheme is established or changed is set out in the draft budgets **attached** hereto as “Annexure 2”

5.2.3 The **proportion** of the costs to be borne by the owner of the Lot is set out in the draft budgets **attached** hereto as “Annexure 2”

5.3 The Seller does not intend to cause the body corporate to appoint a Letting Agent for the Scheme.

5.4 The Seller does not intend to cause the body corporate to appoint a Service Contractor (Caretaker) for the Community Titles Scheme.

5.5 The details of the proposed engagements as set out above and in the relevant Annexures are subject to the Seller’s right to vary the terms of such engagements pursuant to Clause 7 of the Contract.

## 6. BODY CORPORATE ASSETS:

6.1 The Seller does not propose to cause the Body Corporate to acquire any assets after the scheme is established or changed.

## 7. COMMUNITY MANAGEMENT STATEMENT

7.1 The proposed Community Management Statement is **attached** to this statement as “Annexure 3”.

7.2 The terms of the proposed Community Management Statement are subject to the Seller’s right to vary the proposed CMS and the by-laws contained therein pursuant to Clause 7 of the Contract.

## 8. REGULATION MODULE

8.1 The Regulation Module proposed to apply to the Scheme is the:

**Standard** Module.

## 9. POWER OF ATTORNEY

9.1 The Seller discloses in accordance with s219 of the *Body Corporate and Community Management Act 1997* that it will require a power of attorney to be provided to it by the Buyer, to operate in the way and the purposes disclosed in “Annexure 5” of this Disclosure Statement.

## 10. PROXY

10.1 The Seller discloses that it will require a proxy to be provided to it by the Buyer, to operate in the way and the purposes disclosed in "Annexure 5" of this Disclosure Statement.

## 11. ANNEXURES ACCOMPANYING THIS STATEMENT:

11.1 Disclosure Plan

11.2 Body Corporate Budget and Proposed Lot Entitlements

11.3 Community Management Statement

11.4 Body Corporate Management Agreement.

11.5 Power of Attorney and Proxy.

11.6 Stormwater Service Agreement

11.7 Form 36 No Pool Safety Certificate

| **Signing by Seller** | |
|---|---|
| **Date:**<br>**24 RSWP PTY LTD A.C.N. 686 331 797 TRUSTEE UNDER INSTRUMENT 724128462** | |
| ✐ | ✐ |
| Seller/Authorised Representative/Director/Sole Director and Secretary<br>Date: | Seller/Authorised Representative/Director/Sole Director and Secretary<br>Date: |
| *(** Note: 2 signatories required unless signed by sole director or sole director and secretary)* | |

| **Signing by Buyer(s) (individuals or individual trustees)** | |
|---|---|
| ✐<br>Buyer 1 Signature<br>Date: | In the presence of:<br>✐<br>Witness Signature<br>✐<br>Witness to print name |
| ✐<br>Buyer 2 Signature<br>Date: | In the presence of:<br>✐<br>Witness Signature<br>✐<br>Witness to print name |
| **Who acknowledges having received and read this statement** from the Seller before entering into the contract | |

| **Signing by Buyer(s) (company or company trustee)** | |
|---|---|
| | |
| Buyer's Name (please print) | ACN/ABN |
| ✐ | ✐ |
| Director/**Sole Director and Secretary | Director/ Secretary |
| Date: | Date: |
| *(** Note: 2 signatories required unless signed by sole director or sole director and secretary)* | |
| **Who acknowledges having received and read this statement** from the Seller before entering into the contract | |

| **Signing by Buyer(s) (company or company trustee)** | |
|---|---|
| | |
| Buyer's Name (please print) | ACN/ABN |
| ✐ | ✐ |
| Director/**Sole Director and Secretary | Director/ Secretary |
| Date: | Date: |
| *(** Note: 2 signatories required unless signed by sole director or sole director and secretary)* | |
| **Who acknowledges having received and read this statement** from the Seller before entering into the contract | |

# ANNEXURE 1

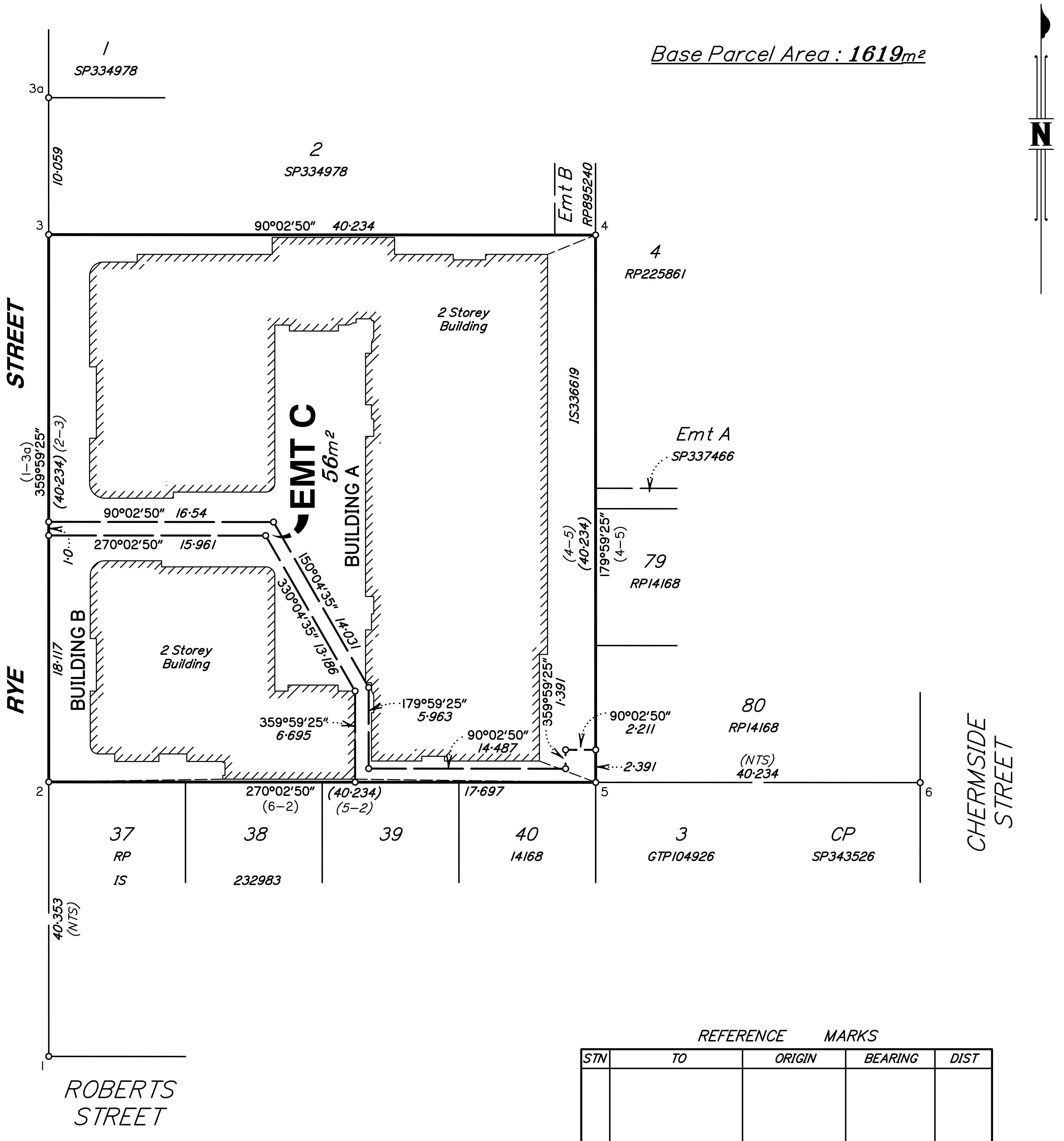
**DISCLOSURE PLAN**

Docusign Envelope ID: 0D801E6F-879E-85F8-8227-B098D753CE20

Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

# SURVEY PLAN






REFERENCE MARKS

| STN | TO | ORIGIN | BEARING | DIST |
|---|---|---|---|---|
| | | | | |

**DRAFT PLAN ONLY**

COLLETT SURVEY HOLDINGS PTY. LTD.
(STATEWIDE SURVEY GROUP)
ACN 120 434 924 Phone: 1300 362 094
NOTE: Final dimensions & areas are subject to Cadastral Survey, Measure Building, Council Plan Sealing & Registration of plan with Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development.
Information shown is compiled from existing survey plans & architectural design.

Authorised Signatory

Date 29-06-2026

**Scale 1:300 – Lengths are in Metres.**

3 0 3 6 9 12 15 18 21 24 27 30 33 36 39 42
0 50 mm 100 mm 150 mm

State copyright reserved.

## *Plan of Lots 1–9, Common Property and Easement C in Common Property*

*Cancelling Lot 6 on RP225862*

LOCAL GOVERNMENT: ***REDLAND CITY***
LOCALITY: *WELLINGTON POINT*

Scale: 1:300
Format: BUILDING

**SP363149**

Meridian: *RP225862*
Survey Records: *No*

1642–26 VS VERSION D

Land Title Act 1994 ; Land Act 1994
Form 21B Version 2

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

Sheet 2 of 4

(Dealing No.)

4. Lodged by

(Include address, phone number, reference, and Lodger Code)

| 1. Existing | | Created | | |
|---|---|---|---|---|
| Title Reference | Description | New Lots | Road | Secondary Interests |
| 17390207 | Lot 6 on RP225862 | 1–9 & CP | – | EMT C |

**DRAFT PLAN ONLY**

NOTE:
Information in this plan has been compiled from Building and Engineering Design Drawings.

Final Dimensions and Areas subject to Cadastral Survey, Council Plan Sealing and Registration of plan with Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development.

**Date: 29/06/2026**

BENEFITING EASEMENT ALLOCATION TABLE

| Easement | Lots to be Benefited |
|---|---|
| No. 723337220 Emt. A on SP337466 | 1–9 & CP |

Date of Development Approval: 9th February, 2026

6. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

~~* Part of the building shown on this plan encroaches onto adjoining * lots and road~~

Cadastral Surveyor/Authorised Signatory *    Date

*delete words not required

7. Lodgement Fees :

| | |
|---|---|
| Survey Deposit | $ |
| Lodgement | $ |
| ____New Titles | $ |
| Photocopy | $ |
| Postage | $ |
| TOTAL | $ |

| Lots | Orig |
|---|---|
| 1–9 & CP | POR 58 |

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt : MCU25/0166
Surveyor : 11642–26

5. Passed & Endorsed :
By : COLLETT SURVEY HOLDINGS PTY. LTD.
Date :
Signed :
Designation : LIAISON OFFICER/CADASTRAL SURVEYOR

8. Insert Plan Number SP363149

11642–26 VS VERSION D

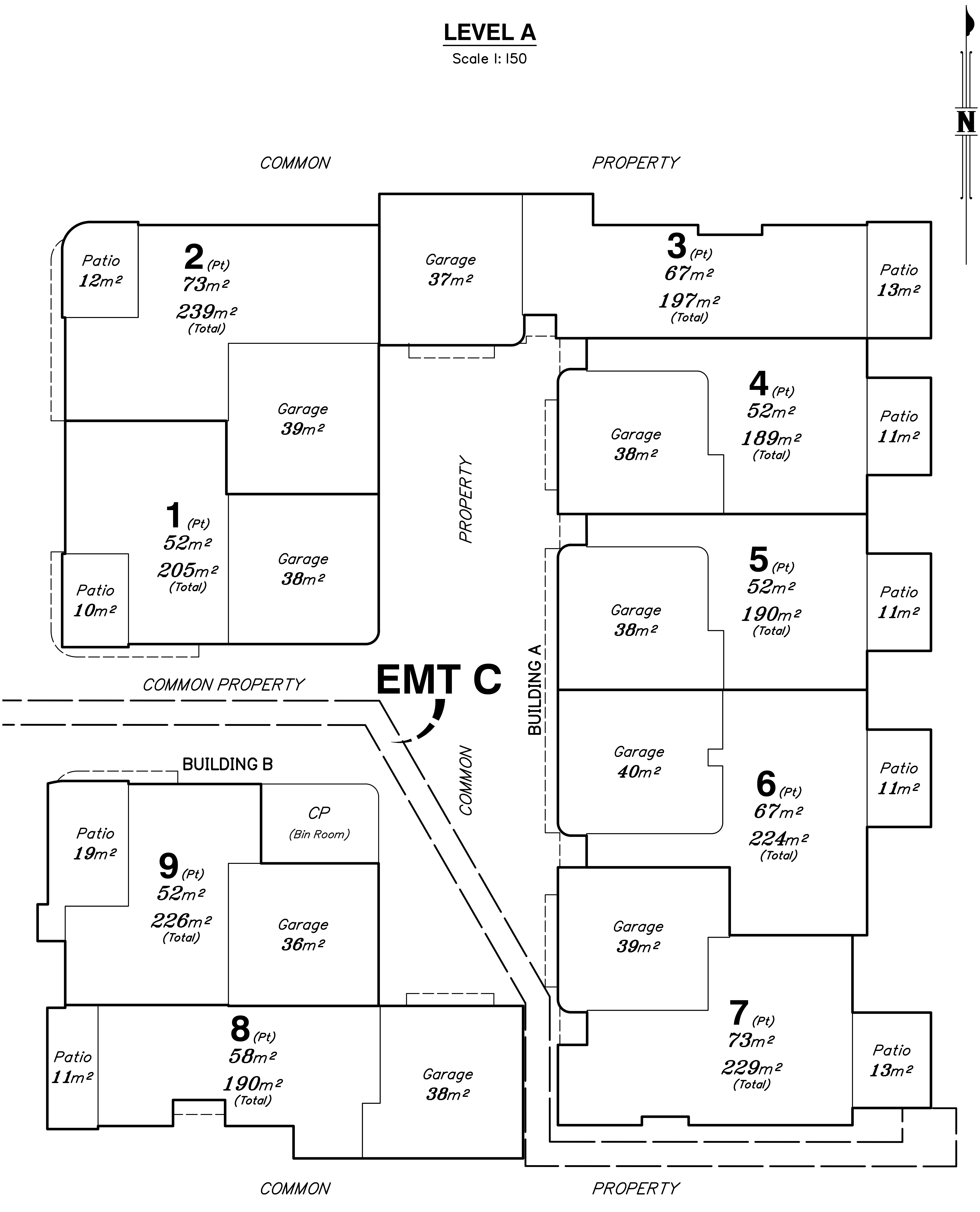
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 3 of 4

# LEVEL A

Scale 1: 150




---- Denotes Level Above

1642-26 VS VERSION D

Scale 1:150 – Lengths are in Metres.

1.5 0 1.5 3 4.5 6 7.5 9 10.5 12 13.5 15 16.5 18 19.5 21
0 50 mm 100 mm 150 mm

State copyright reserved.

Plan Status:

SP363149

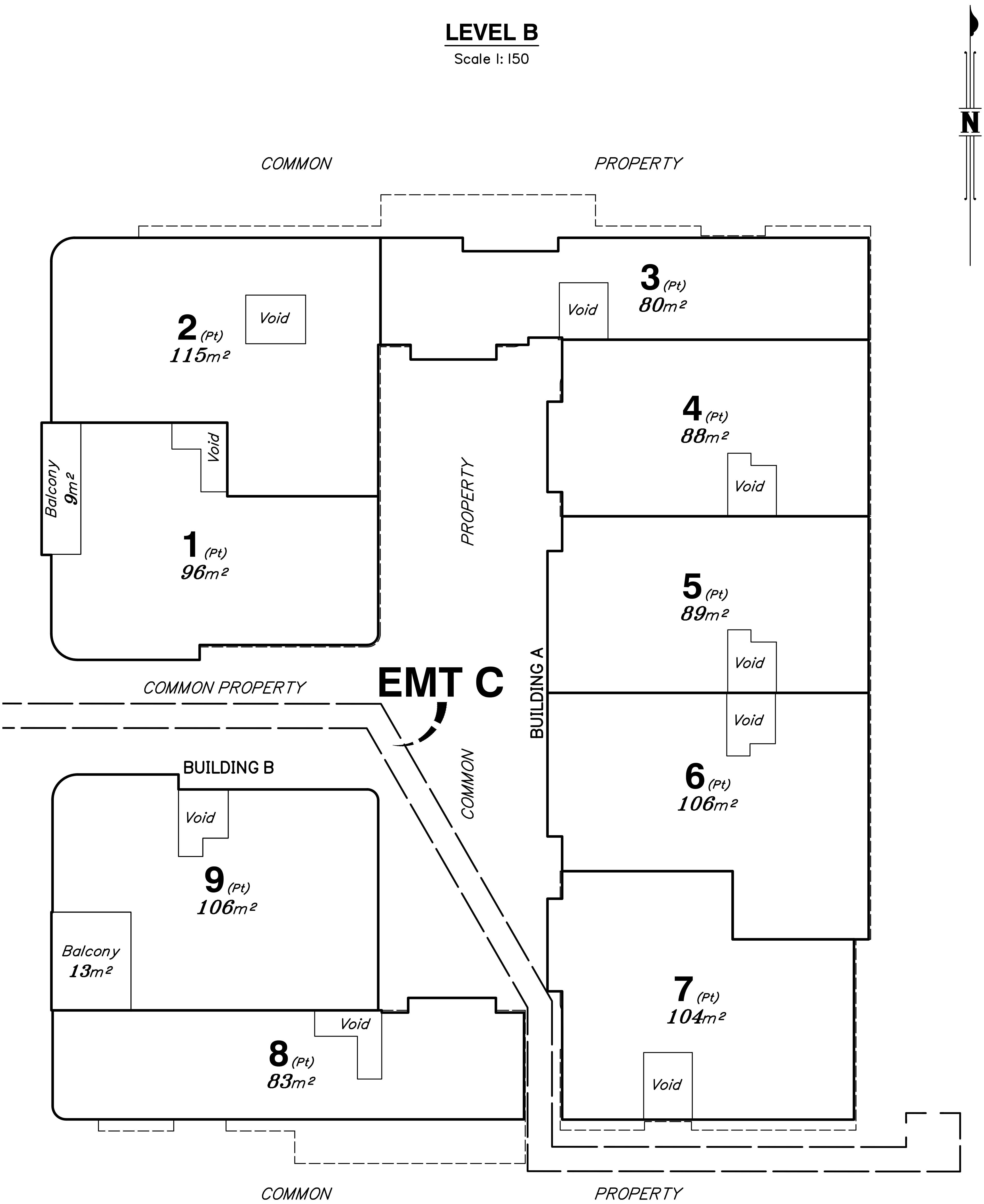
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 4 of 4

# LEVEL B

Scale 1: 150




---- Denotes Level Below

1642-26 VS VERSION D

Scale 1:150 – Lengths are in Metres.

1.5 0 1.5 3 4.5 6 7.5 9 10.5 12 13.5 15 16.5 18 19.5 21
0 50 mm 100 mm 150 mm

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Plan Status:
SP363149

# ANNEXURE 2

**DRAFT BODY CORPORATE BUDGET AND LOT ENTITLEMENTS**

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bcsystems
strata managers and consultants

# The Body Corporate for Solara CTS

Schedule of Entitlements & Proposed Contributions for the First Financial Year (GST Inclusive)

| Lot Number | Contribution Schedule Lot Entitlement (CSLE) | Interest Schedule Lot Entitlement (ISLE) | Body Corporate Management Agreement | Stormwater Agreement (year 1 only) | Building Insurance Levy (per annum)* | Administrative Fund Levy (per annum) | Sinking Fund Levy (per annum) | Total Annual Levy (Excl. Building Insurance Levy) | Weekly Contribution (Excl. Building Insurance Levy) |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1101 | 1130 | $ 399.33 | $ 287.59 | $ 1,914.47 | $ 1,339.39 | $ 1,321.20 | $ 2,660.59 | $ 51.17 |
| 2 | 1185 | 1130 | $ 399.33 | $ 287.59 | $ 1,914.47 | $ 1,441.58 | $ 1,422.00 | $ 2,863.58 | $ 55.07 |
| 3 | 1077 | 1087 | $ 399.33 | $ 287.59 | $ 1,841.62 | $ 1,310.19 | $ 1,292.40 | $ 2,602.59 | $ 50.05 |
| 4 | 1057 | 1087 | $ 399.33 | $ 287.59 | $ 1,841.62 | $ 1,285.86 | $ 1,268.40 | $ 2,554.26 | $ 49.12 |
| 5 | 1059 | 1087 | $ 399.33 | $ 287.59 | $ 1,841.62 | $ 1,288.29 | $ 1,270.80 | $ 2,559.09 | $ 49.21 |
| 6 | 1150 | 1130 | $ 399.33 | $ 287.59 | $ 1,914.47 | $ 1,399.00 | $ 1,380.00 | $ 2,779.00 | $ 53.44 |
| 7 | 1160 | 1174 | $ 399.33 | $ 287.59 | $ 1,989.02 | $ 1,411.16 | $ 1,392.00 | $ 2,803.16 | $ 53.91 |
| 8 | 1059 | 1043 | $ 399.33 | $ 287.59 | $ 1,767.07 | $ 1,288.29 | $ 1,270.80 | $ 2,559.09 | $ 49.21 |
| 9 | 1152 | 1130 | $ 399.33 | $ 287.59 | $ 1,914.47 | $ 1,401.43 | $ 1,382.40 | $ 2,783.83 | $ 53.54 |
| **Total** | **10000** | **9998** | **$ 3,594.00** | **$ 2,588.30** | **$ 16,938.82** | **$ 12,165.20** | **$ 12,000.00** | **$ 24,165.20** | **$ 464.72** |

Notes

*The Building Insurance Levy is not applicable in the first financial year of the Body Corporate. The original owner is responsible for the building insurance premium in the first financial year of the Body Corporate.

bcsystems
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# The Body Corporate for Solara CTS

Proposed Administrative Fund Budget for the First Financial Year (GST Inclusive)

| | Lots 9 | Comments |
|---|---|---|
| **Income - Levies** | **$ 12,165.20** | |
| | | |
| **Expenditure - Administrative Fund** | | **Comments** |
| **Audit & Taxation Costs** | | |
| Independent audit fee | $ 385.00 | Financial records audit |
| Independent audit fee preparation | $ 220.00 | Preparation of files for audit |
| Income tax return | $ 220.00 | Annual tax return as required by ATO |
| **Bank & Financial Charges** | | |
| StrataPay transaction fee (no GST) | $ 50.00 | Bank charges (levy payments) |
| **Utilities** | | |
| Electricity - common areas | $ 500.00 | Common area electricity usage |
| Water - common areas (no GST) | $ 500.00 | Common area water usage |
| **Insurance *(original owner responsible for insurance in year 1)*** | | |
| Building (Incl. Stamp Duty)(Lots & Common property) | $ 16,938.82 | Lots & Common property |
| Other Sections (Incl. Stamp Duty) (Public Liability, Office Bearers etc.) | $ 1,952.36 | Public Liability, Office Bearers etc. |
| *Insurance Premium Reimbursement (Incl. Stamp Duty)* | *$ (18,891.18)* | *Premium paid by original owner in the first financial year* |
| **Licences & permits fee** | | |
| Council rates - waste (no GST) | $ 500.00 | Local council rates |
| Software & records storage | $ 207.90 | Documents & record storage |
| **Pest control** | | |
| - Pest control - common areas | $ 250.00 | Pest control treatment to common areas |
| - Annual termite inspections | $ 900.00 | Annual termite inspections (warranty) |
| **Electrical** | | |
| - Maintenance | $ 250.00 | Repairs & maintenance |
| **Plumbing** | | |
| - Maintenance | $ 250.00 | Repairs & maintenance |
| - Stormwater maintenance contract | $ 2,588.30 | Service agreement |
| **Building** | | |
| - Maintenance | $ 250.00 | Repairs & maintenance |
| **Gardens & grounds** | | |
| - Grounds - general | $ 1,500.00 | Repairs & maintenance |
| **Body Corporate Management** | | |
| Management fee | $ 2,250.00 | Fixed fee for management |
| Secretarial fee - additional | $ 500.00 | Additional secretarial fees |
| Disbursement fee | $ 594.00 | Fixed fee for disbursements |
| Variable disbursements | $ 250.00 | Additional disbursements |
| **Total (GST Inclusive)** | **$ 12,165.20** | |
| | | |
| Aggregate Contribution Schedule Lot Entitlements | 10000 | |
| Levy per Contribution Schedule Lot Entitlement per Annum | $ 1.22 | |
| Levy per Contribution Schedule Lot Entitlement per Week | $ 0.02 | |

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# The Body Corporate for Solara CTS

Proposed Sinking Fund Budget for the First Financial Year (GST Inclusive)

| | | Lots 9 | Comments |
|---|---|---|---|
| **Income - Sinking Fund** | | | |
| Levies - Sinking Fund | **$** | **12,000.00** | As per Sinking Fund Forecast prepared by GQS |
| | | | |
| **Expenditure - Sinking Fund** | | | **Comments** |
| Nil | $ | - | As per Sinking Fund Forecast prepared by GQS |
| **Total (GST Inclusive)** | **$** | **-** | |
| | | | |
| Aggregate Contribution Schedule Lot Entitlements | | 10000 | |
| Levy per Contribution Schedule Lot Entitlement per Annum | $ | 1.20 | |
| Levy per Contribution Schedule Lot Entitlement per Week | $ | 0.02 | |

Docusign Envelope ID: 0D801E6F-879E-85F8-8227-B098D753CE20

# ANNEXURE 3

**PROPOSED COMMUNITY MANAGEMENT STATEMENT**

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994
and Water Act 2000

# GENERAL REQUEST

Duty Imprint

**FORM 14** Version 4
Page 1 of

*Dealing Number*

OFFICE USE ONLY

**Privacy Statement**
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**1. Nature of request**
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR SOLARA COMMUNITY TITLES SCHEME

**Lodger** (Name, address, E-mail & phone number)
McCarthy Durie Lawyers
PO Box 178
Cleveland QLD 4163
Email: stepheng@mdl.com.au
Phone: 07 3370 5100

**Lodger Code**
BE223A

**2. Lot on Plan Description**
LOT 6 ON RP225862

**Title Reference**
17390207

**3. Registered Proprietor/State Lessee**
24 RSWP PTY LTD A.C.N. 686 331 797 TRUSTEE UNDER INSTRUMENT 724128462

**4. Interest**
NOT APPLICABLE

**5. Applicant**
24 RSWP PTY LTD A.C.N. 686 331 797 TRUSTEE UNDER INSTRUMENT 724128462

**6. Request**
I hereby request that: the first CMS deposited herewith be recorded as the CMS for SOLARA and that

C/- Body Corporate Systems Pty Ltd
PO Box 743,
Morningside Qld 4170

be recorded as address for service on the body corporate for the scheme.

**7. Execution by applicant**

Stephen John Gibson, Solicitor

/ /
**Execution Date**

..............................................................
**Applicant's or Solicitor's Signature**

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

…

# FIRST COMMUNITY MANAGEMENT STATEMENT



THIS CMS MUST BE DEPOSITED WITH:
- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C

*Office use only*
*CMS LABEL NUMBER*

**This statement incorporates and must include the following:**

*Schedule A - Schedule of lot entitlements*
*Schedule B - Explanation of development of scheme land*
*Schedule C - By-laws*
*Schedule D - Any other details*
*Schedule E - Allocation of exclusive use areas*

**1. Name of community titles scheme**
SOLARA Community Titles Scheme

**2. Regulation module**
Standard Module

**3. Name of body corporate**
Body Corporate for SOLARA Community Titles Scheme

**4. Scheme land**

| **Lot on Plan Description** | **Title Reference** |
|---|---|
| Lots 1 – 9 on SP363149 | To issue from: |
| Common Property for SOLARA Community Titles Scheme | 17390207 |

**5. Name and address of original owner**
**24 RSWP PTY LTD A.C.N. 686 331 797 TRUSTEE UNDER INSTRUMENT 724128462**
18 Captains Court
CLEVELAND QLD 4163

**6. Reference to plan lodged with this statement**
SP363149

**7. First CMS exemption to planning body community management statement notation (if applicable*)**
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
Not Applicable

* A Form 18C **must** be deposited with the Request to record the First CMS.

**8. Execution by original owner**

.........................................................................
(DIRECTOR)

/ /

.........................................................................
(DIRECTOR)
24 RSWP PTY LTD A.C.N. 686 331 797

**Execution Date** **Execution**

**Privacy Statement**
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

| Lot on Plan | | | | Contribution | Interest |
|---|---|---|---|---|---|
| Lot | 1 | on | SP363149 | 1101 | 1130 |
| Lot | 2 | on | SP363149 | 1185 | 1130 |
| Lot | 3 | on | SP363149 | 1077 | 1087 |
| Lot | 4 | on | SP363149 | 1057 | 1087 |
| Lot | 5 | on | SP363149 | 1059 | 1087 |
| Lot | 6 | on | SP363149 | 1150 | 1130 |
| Lot | 7 | on | SP363149 | 1160 | 1174 |
| Lot | 8 | on | SP363149 | 1059 | 1043 |
| Lot | 9 | on | SP363149 | 1152 | 1130 |
| | | | **TOTALS** | 10000 | 9998 |

Statement pursuant to ss 66(1)(db) and (dc) of the *Body Corporate and Community Management Act* 1997 (Qld):

**1. Contribution Schedule Lot Entitlements**

The Contribution Schedule Lot Entitlement (CSLE) for the lots in the scheme have been decided in accordance with the relativity principle.

The relativity principle for deciding the CSLE for the lots in the scheme is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to one or more relevant factors. These relevant factors may only be any of the following:

A. how the scheme was structured;

B. the nature, features and characteristic of the lots included in the scheme;

C. the purpose for which the lots are used;

D. the impact the lots may have on the costs of maintaining the common property; and

E. the market values of the lots included in the scheme.

In determining the CSLE for the lots in the scheme using the relativity principle, regard was had to the following relevant factors:

**A. How the scheme was structured**

The scheme is not part of a layered scheme and does not have mixed use lots, therefore the structure of the scheme does not effect the calculation of the CSLE.

**B. The nature, features and characteristic of the lots included in the scheme**

All lots are considered similar in their nature, features and characteristic and therefore this factor was not considered relevant in the calculation of the CSLE.

**C. The purpose for which the lots are used**

All lots are in the scheme are used for a similar purpose and therefore this factor was not considered relevant in the calculation of the CSLE.

**D. The impact the lots may have on the costs of maintaining the common property.**

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

(a) The external windows and doors of the lot. Additional entitlements are added depending on whether the lot has five, six, seven or eight external windows and doors (for example) for which the Body Corporate has a duty to maintain and clean.

(b) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows, external walls, stairs and the higher the cost of maintaining the lift.

**2. Interest Schedule Lot Entitlements**

The Market Value Principle has been used to determine the Interest Schedule Lot Entitlements. The Interest Schedule Lot Entitlements reflect the respective market values of the lots.

## SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1) (g) of the *Body Corporate and Community Management Act 1997* does not apply.

## SCHEDULE C BY-LAWS

### 1 INTERPRETATION AND DEFINITIONS

1.1 In these by-laws unless the context indicates a contrary intention:

1.1.1 Headings throughout the By Laws are for guidance only and are not to be used as an aid in the interpretation of the By Laws;

1.1.2 Plurals shall include the singular and singular the plural;

1.1.3 References to either gender shall include a reference to the other gender;

1.1.4 A person includes their executor, administrators, successors, substitutes (eg: persons taking by novation) and assignors;

1.1.5 Words importing persons will include all bodies, corporations, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated and vice versa;

1.1.6 Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;

1.1.7 References to any legislation includes any legislation which amends or replaces that legislation;

1.1.8 A reference to any thing includes the whole or each part of it; and

1.1.9 In interpreting these by-laws no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

1.2 Throughout these By Laws, the following terms will, where the context permits, have the following meanings:

1.2.1 "The Act" means the *Body Corporate and Community Management* Act 1997 as amended from time to time.

1.2.2 "Body Corporate" means the Body Corporate of proprietors of the Community Titles Scheme referred to in Item 1 on page 1 of this CMS.

1.2.3 “Building” means a structure affixed to the Scheme Land of which the Lot or another Lot in the Scheme or the Common Property forms a part.

1.2.4 "Committee" means the committee of the Body Corporate elected in accordance with the Act.

1.2.5 "Common Property" means the common property, as defined in the Act and in the Plan.

1.2.6 “Invitee” means any person on the Scheme Land with the permission of an Occupier.

1.2.7 "Lot" means a Lot in the Community Titles Scheme and includes a unit constructed on the Lot.

1.2.8 “Original Owner” has the same meaning as in the Act.

1.2.9 "Owner or Occupier" means a person who is bound by the By Laws. It includes an Owner or Occupier of a Lot as those terms are defined in the Act.

1.2.10 “Scheme Land” has the same meaning as in the Act.

**2 NOISE**

2.1 The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

**3 VEHICLES**

3.1 The Occupier of a Lot must not, without the Body Corporate's written approval:-

(a) park a vehicle, or allow a vehicle to stand, on the Common Property, or

(b) permit an Invitee to park a vehicle, or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors’ vehicles.

3.2 An approval under subsection (3.1) must state the period for which it is given, with the exception of designated visitor parking.

3.3 The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.

**4 OBSTRUCTION**

4.1 The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

4.2 No gates or security doors are to be placed at the entry of the scheme, preventing access to visitor car parking bays or Occupier’s car parks.

**5 DAMAGE TO LAWNS ETC.**

5.1 The Occupier of a Lot must not, without the Body Corporate’s written approval –

(a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or

(b) use a part of the Common Property as a garden; or

(c) re-organise the gardens on the Common Property

5.2 An approval under subsection (5.1) must state the period for which it is given.

5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Occupier.

**6 DAMAGE TO COMMON PROPERTY**

6.1 An Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

6.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

6.3 The Owner of a Lot must keep a device installed under subsection 6.2 in good order and repair.

7 **BEHAVIOUR OF INVITEES**

7.1 An Occupier of a Lot must take reasonable steps to ensure that the Occupier's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

**8 LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY**

8.1 The Occupier of a Lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

**9 APPEARANCE OF LOT**

9.1 The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

9.2 The Occupier of a Lot must not, without the Body Corporate's written approval, display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

9.3 By Law 9.2 does not apply to a real estate advertising sign for the sale or letting of the Lot if the sign is of a reasonable size.

9.4 An Occupier of a Lot must not, without the Body Corporate's written approval, install an air-conditioning system or device, television antenna, satellite dish or radio aerial on the Lot or in any exclusive use area allocated to a Lot.

9.5 External air conditioning or mechanical plant installations installed pursuant to 9.4 above must be appropriately screened.

9.6 Screening for any externally mounted air conditioning or mechanical plant installations must be carried out in accordance with the following requirements:

(a) Unscreened installations on the Scheme Land must not be visible from the Common Property or another Lot; and

(b) Any installations which are required to be located on roof, wall or garden areas must be appropriately screened or shaped according to the acoustic requirements of the Body Corporate and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

9.7 Any screens installed in accordance with subsection 9.6 may only be installed with the written approval of the body corporate in relation to the design and colour etc of the screen.

*9.8 Note – Under the Building Act 1975, sections 246R and 246S, a Body Corporate can not withhold consent for particular activities stated in the sections that might change the external appearance of a Lot.*

## 10 STORAGE OF FLAMMABLE MATERIALS

10.1 The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

10.2 The Owner or Occupier of a Lot must not do or keep anything on his Lot which would increase the rate of fire insurance on the Building or any property on the subject land or which would conflict with the laws and / or regulations relating to fires or any insurance policy upon the Building or any property on the subject land, or the regulations or ordinances of any public authority for the time being in force.

10.3 However, this section does not apply to the storage of fuel in –

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

## 11 GARBAGE DISPOSAL

11.1 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.

11.2 The Occupier of a Lot must –

(a) comply with all local government local laws about disposal of garbage;

(b) comply with all directions given or notified by the Committee from time to time regarding the use of the wheelie bins and the screened bin corral;

(c) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other lots;

(d) dispose of all of its garbage in the wheelie bins located in the designated screened bin corral arrear situated in the Common Property.

(e) ensure that the bins are transferred to the kerb side for collection on collection day and then promptly retrieved after collection.

(f) Use the recycle bins or receptacles that may be provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

## 12 KEEPING OF ANIMALS

12.1 Occupiers of lots must not keep pets or animals within the scheme or a lot without the written permission of the Committee unless otherwise permitted under these by-laws.

12.2 Occupiers of lots are permitted to keep pets within a lot on the following conditions (unless otherwise permitted by the Committee under by-law 12.1) –

(a) a maximum of one pet is allowed;

(b) dogs less than 10 kg in weight and 50cm in height at full maturity are allowed;

(c) dogs and cats must wear an identification tag, tattoo or micro chip; and

(d) all pets, if required by law to be licensed or registered, are licensed or registered.

12.3 Occupiers of lots must –

(a) clean and remove any mess left on Common Property by any pet under their control;

(b) ensure that dogs and cats are not permitted to run, walk or stand on Common Property;

(c) carry their pets when crossing Common Property; and

(d) ensure pets are at all times kept clean, quiet, controlled and within their Lot.

12.4 The Committee may, at the cost of the Owner of the offending Lot, remove a pet from within the scheme if the pet is disturbing others, in the Committee's opinion.

12.5 A person with a disability under the *Guide, Hearing and Assistance Dogs Act* 2009 who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a community title scheme, or on the Common Property, has the right to be accompanied by a guide, hearing or assistance dog while on the Lot or Common Property.

12.6 A person mentioned in subsection 12.5 who is the Owner or Occupier of a Lot included in a Community Titles Scheme has the right to keep a guide, hearing or assistance dog on the Lot.

12.7 This By-Law does not apply to the keeping of fish.

12.8 The Committee shall have the power to make further restrictions on the behavior of the animal should another Owner make a written complaint to the Committee giving full details of the complaint. These further restrictions will come into effect when passed by a resolution of the Committee and shall be in the form of a letter to the Owner of the Lot setting out the additional restrictions.

**13 DEBT RECOVERY**

13.1 A person shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such an amount deemed to be a liquidated debt due in recovery such levies or monies duly levied upon that person by the Body Corporate.

14 **RECOVERY BY BODY CORPORATE**

14.1 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or by any of their guests, servants, employees, agents, children, Invitees and licensees, the Body Corporate shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

**15 AWARENESS OF BY-LAWS**

15.1 All Occupiers must be advised of the requirements contained within this Community Management Statement.

**16 COMPLAINTS AND APPLICATIONS**

16.1 All complaints and applications to the Body Corporate or its Committee must be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.

**17 ENCLOSURE OF BALCONIES & TERRACES**

17.1 All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant building code and clearly depicted on the Approved Drawings.

**18 DISPLAY UNIT**

18.1 While the Original Owner remains an Owner of any Lot in the Building it and its officers, servants and/or agents shall be entitled to use any Lot of which it is registered Owner as a display unit and shall be entitled to allow prospective purchasers to inspect such lot and for such purposes be able to use such signs advertising or display material in or about the Building and Common Property, as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Building, and shall not at any time, be more in terms of number and size, than is reasonably necessary PROVIDED HOWEVER that the Original Owner, its officers, servants and/or agents exercising its rights pursuant to this clause shall not cause any disruption or any inconvenience to any Owner in its use enjoyment and occupation of the Lot.

## 19 USE OF LOTS

19.1 Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose.

## 20 USE OF COMMON PROPERTY

20.1 An Owner or Occupier of a Lot or their Invitees must not smoke cigarettes, cigars or other tobacco or narcotic products or consume alcohol or narcotic substances on the Common Property.

## 21 MAINTENANCE OF AIR CONDITIONING EQUIPMENT

21.1 The Owner or Occupier of a Lot must maintain at its own cost the air conditioning equipment for its own Lot in good working order and repair in a good condition and generally to the satisfaction of the Body Corporate.

## 22 EXCLUSIVE USE OF COMMON PROPERTY

22.1 The Owner for the time being of the lots described in Schedule E (if any) shall be entitled to the exclusive use and enjoyment of those parts of the Common Property being the exclusive use area allocated to each lot as set out in Schedule E shown on the sketch plan marked “A “ annexed hereto. The Owner of the said Lots shall maintain the said part of the Common Property in a state of good repair, maintenance, order and appearance.

## SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

### 1 STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM

1.1 Pursuant to section 66(1)(d)(ii) of the *Body Corporate and Community Management Act 1997* each of the Lots and Common Property in the Scheme is subject to and has benefit of the following statutory easements:

(a) Support;

(b) Utility Services and Utility Infrastructure;

(c) Shelter

(d) Projections.

(e) Maintenance of building on or close to boundary.

1.2 Pursuant to section 66(1)(d)(i) of the *Body Corporate and Community Management Act 1997,* a Services Location Diagram is attached entitled “Services Location Diagram and marked “B” -

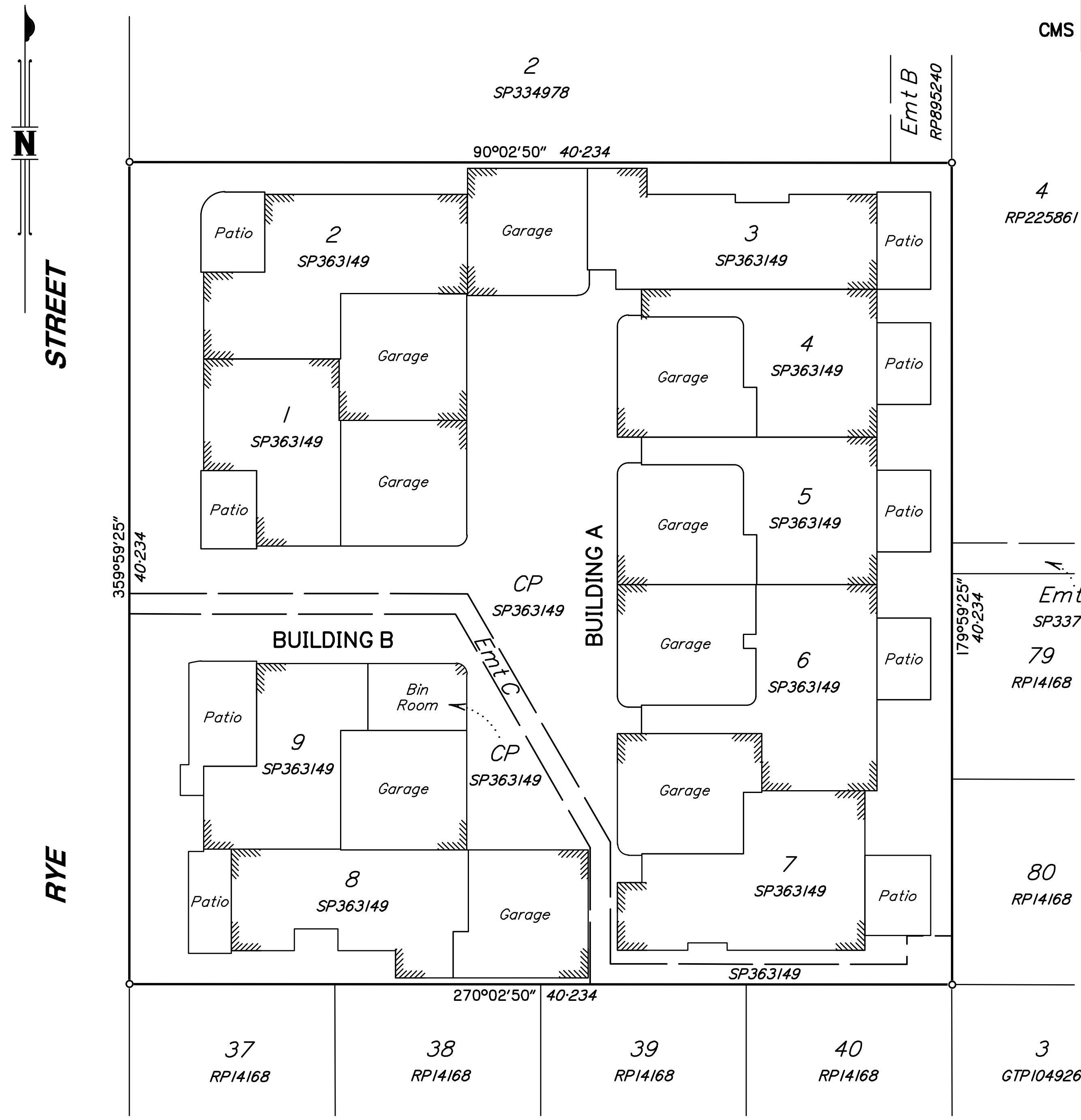
| Lot on Plan | | | | Statutory Easement | Services Location Diagram |
|---|---|---|---|---|---|
| Lot | 1 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Lot | 2 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Lot | 3 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Lot | 4 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Lot | 5 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Lot | 6 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Lot | 7 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |

| | | | | | |
|---|---|---|---|---|---|
| Lot | 8 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Lot | 9 | on | SP363149 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |
| Common Property | | | | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | “B” |

**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

| **Lot on Plan** | | | | **Exclusive Use Area** | | | | **Use** |
|---|---|---|---|---|---|---|---|---|
| Lot | 1 | on | SP363149 | Area | Y1 | on Plan No | “A” | Private Yard |
| Lot | 2 | on | SP363149 | Area | Y2 | on Plan No | “A” | Private Yard |
| Lot | 3 | on | SP363149 | Area | Y3 | on Plan No | “A” | Private Yard |
| Lot | 4 | on | SP363149 | Area | Y4 | on Plan No | “A” | Private Yard |
| Lot | 5 | on | SP363149 | Area | Y5 | on Plan No | “A” | Private Yard |
| Lot | 6 | on | SP363149 | Area | Y6 | on Plan No | “A” | Private Yard |
| Lot | 7 | on | SP363149 | Area | Y7 | on Plan No | “A” | Private Yard |
| Lot | 8 | on | SP363149 | Area | Y8 | on Plan No | “A” | Private Yard |
| Lot | 9 | on | SP363149 | Area | Y9 | on Plan No | “A” | Private Yard |

| PLAN | Sheet 1 | of 1 |
|---|---|---|
| CMS | Sheet | of |




## DRAFT PLAN ONLY

NOTE:
Information in this plan has been compiled from Building and Engineering Design Drawings.

Final Dimensions and Areas subject to Cadastral Survey, Council Plan Sealing and Registration of plan with Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development.

Date: 29/06/2026

*Services to be Added When Complete.*

**Scale 1:300 – Lengths are in Metres.**

3 0 3 6 9 12 15 18 21 24 27

0 50 mm 100 mm

I Andrew Raymond HAYES, Cadastral Surveyor, hereby certify that the details shown on this sketch plan are correct.

Cadastral Surveyor

Date 30-04-2026

## SKETCH PLAN B (LEVEL A)

### SERVICE LOCATION DIAGRAM

CTS NAME: ........................................ CTS No.: ........................................

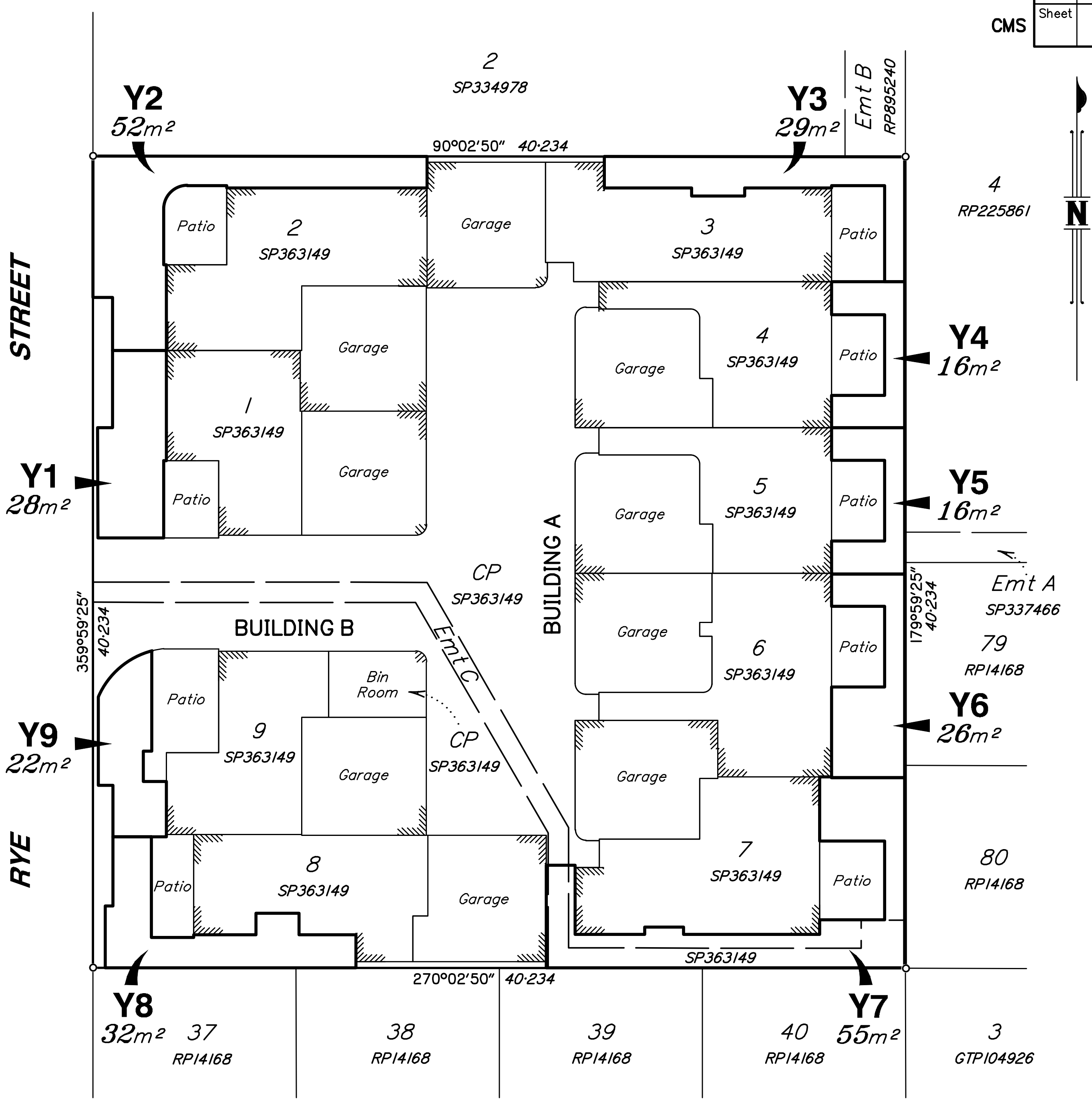
The Position of the services shown on this plan were plotted from records kept by the builder & by visual inspection on site & are indicative only. Prior to excavation or construction on the site the true location of these services should be established. Other services may exist.

Statewide survey group
ACN 120 434 924
(Collett Survey Holdings Pty Ltd)
CONSULTING SURVEYORS AND TOWN PLANNERS
3/123 Link Road Victoria Point, QLD 4165
Email: info@statewidesurvey.com.au
Phone: 1300 362 094

| TITLE REF: | LOCALITY: WELLINGTON POINT | LOCAL GOV: REDLAND CITY | SCALE: 1: 300 @ A4 |
|---|---|---|---|

11642-700-SLD VS VERSION D

| | Sheet | of |
|---|---|---|
| PLAN | 1 | 1 |
| CMS | Sheet | of |




## DRAFT PLAN ONLY

NOTE:
Information in this plan has been compiled from Building and Engineering Design Drawings.

Final Dimensions and Areas subject to Cadastral Survey, Council Plan Sealing and Registration of plan with Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development.

**Date: 29/06/2026**

**LEGEND**

'CP' Common Property

**Scale 1:300 – Lengths are in Metres.**

3 0 3 6 9 12 15 18 21 24 27

0 50 mm 100 mm

Exclusive use areas are fully defined by site boundaries, screws in concrete & structural elements being fences, walls and edge of concrete.

I Andrew Raymond HAYES, Cadastral Surveyor, hereby certify that the details shown on this sketch plan are correct.

Date 30-04-2026

Cadastral Surveyor

**SKETCH PLAN A (LEVEL A)**

**PLAN SHOWING EXCLUSIVE USE AREAS FOR YARD PURPOSES WITHIN COMMON PROPERTY ON SP363149**

CTS NAME: .................................... CTS No.: ....................................

Statewide survey group
ACN 120 434 924
(Collett Survey Holdings Pty Ltd)
CONSULTING SURVEYORS AND TOWN PLANNERS
3/123 Link Road Victoria Point, QLD 4165
Email: info@statewidesurvey.com.au
Phone: 1300 362 094

| TITLE REF: | LOCALITY: WELLINGTON POINT | LOCAL GOV: REDLAND CITY | SCALE: 1:300@A4 |
|---|---|---|---|

11642-700-EUA VS VERSION D

# ANNEXURE 4

**PROPOSED BODY CORPORATE MANAGEMENT AGREEMENT**

Docusign Envelope ID: 0D801E6F-879E-85F8-8227-B098D753CE20

# Body Corporate Management

## Strata Essentials + Professional Expertise

## Solara CTS

*Services tailored for schemes with up to 20 lots*

bcsystems
strata managers and consultants

bcsystems.com.au | (07) 3899 0299



23/04/2026

Docusign Envelope ID: 0D801E6F-879E-85F8-8227-B098D753CE20

# Leading strata management

## Strata management done excellently

For over 30 years, we've been supporting committees and owners with trusted and relentless service excellence.

Founded in 1994 by industry pioneer Kerri Anthon, BCsystems has remained the most trusted name in strata management for over 30 years. Unlike many others, our business remains privately owned and operated.

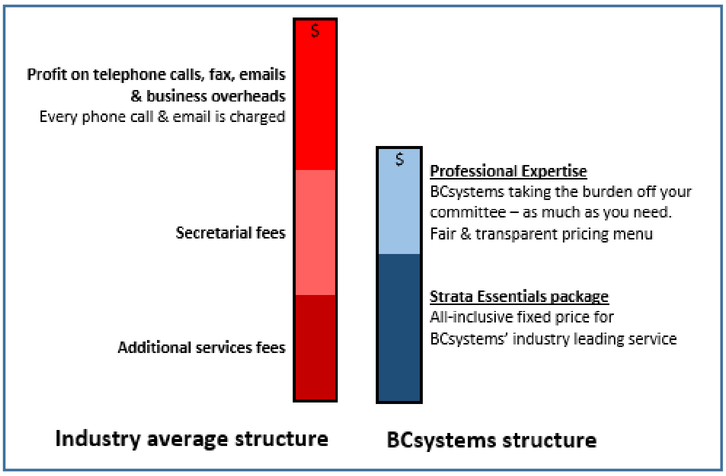
Your body corporate management is done by the people you know, right here in Brisbane. We know that the 'one size fits all' approach doesn't work, that's why we provide a tailored service to your committee, right when you need it.

### You value personal service

Our unique approach to body corporate management means that for every dollar you pay us, our team delivers personalised service. That's value for money.

Other companies prioritise charging for every call and email. We prefer to spend our time working with you to resolve your enquiry or progress your project.

Personalised service is why you choose BCsystems and that's why it is our highest priority.



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# BCsystems price promise

## 1 We beat the competition on service, and price

We know our service is class-leading. From our experienced strata managers to our collaborative support team, we are committed to service at all levels. Our efficient business processes mean we can deliver that service you trust at a price that beats our competitors.

## 2 We don't rely on mark-up of emails, printing and postage to do business

We believe in an all-inclusive flat rate for our Strata Essentials Package, which covers all the operating costs. We actively work with your committee to switch owners to digital, to help you reduce costs over time.

## 3 No hidden fees or charges

Our pricing structure allows your committee to see our services and prices easily. We are accountable to your committee – with 24/7 access to financial statements on our owner login, and detailed reporting on request.

## How does our Strata Essentials Package stack up?

| | Included in BCsystems Strata Essentials | Other industry companies* | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | C* | S* | A* | E* | H* | S* | B* | S* | W* |
| Printing | ✓ | Fees | Fees | Fees | Fees | Fees | Fees | Fees | Fees | Fees |
| Postage | ✓ | Fees | Fees | Fees | Fees | Fees | Fees | Fees | Fees | Fees |
| Calls - Local | ✓ | Fees | ✓ | Fees | ✓ | Fees | Fees | ✓ | Fees | Fees |
| Calls - Mobile | ✓ | Fees | ✓ | Fees | ✓ | Fees | Fees | ✓ | Fees | Fees |
| Calls - Long distance | ✓ | Fees | ✓ | Fees | ✓ | Fees | Fees | ✓ | Fees | Fees |
| Emails | ✓ | ✓ | Fees | Fees | Fees | Fees | ✓ | ✓ | ✓ | ✓ |
| Issuing documents by email | ✓ | ✓ | Fees | Fees | Fees | Fees | ✓ | Fees | ✓ | ✓ |
| EFT payments | ✓ | Fees | ✓ | Fees | Fees | Fees | Fees | ✓ | Fees | ✓ |
| Letterhead | ✓ | Fees | ✓ | Fees | ✓ | Fees | ✓ | ✓ | Fees | Fees |
| Internet access | ✓ | Fees | Fees | Fees | ✓ | Fees | Fees | Fees | Fees | Fees |
| Special levies | ✓ | Fees | ✓ | Fees | Fees | ✓ | ✓ | Fees | Fees | ✓ |
| Office stationery | ✓ | Fees | ✓ | Fees | Fees | ✓ | ✓ | ✓ | Fees | ✓ |
| StrataVote Electronic Voting | ✓ | - | - | - | - | - | - | - | - | - |
| Teams videoconferencing | ✓ | - | - | - | - | - | - | - | - | - |
| Levy arrears manager | ✓ | - | - | - | - | - | - | - | - | - |
| Insurance manager | ✓ | - | - | - | - | - | - | - | - | - |
| No-cost levy payments | ✓ | - | - | - | - | - | - | - | - | - |
| Online invoice approval | ✓ | - | - | - | - | - | - | - | - | - |
| BCsystems online portal | ✓ | - | - | - | - | - | - | - | - | - |

Included in BCsystems Strata Essentials

**based on data available December 2020*

# *Administration Agreement: Engagement of a Body Corporate Manager*

*For use by SCA (Qld) members with a Corporate Membership*

This Agreement is made on ________________________

## BETWEEN

The Body Corporate for Solara CTS
of 24 - 26 Rye Street, Wellington Point, QLD 4160
*("the Body Corporate")*

## AND

Body Corporate Systems Pty Ltd (trading as **BCsystems**) ABN 29 058 152 604
of Level 1, 621 Wynnum Road, Morningside QLD 4170
*("the Manager")*

bcsystems
strata managers and consultants

Phone: 07 3899 0299
Fax: 07 3899 0225
Office: L1, 621 Wynnum Road, Morningside Qld 4170
Mail to: PO Box 743, Morningside Qld 4170
Email: info@bcsystems.com.au
Web: bcsystems.com.au

**ABOUT THIS AGREEMENT**

This Agreement is produced by SCA (Qld). It provides for the engagement of a body corporate manager by a body corporate.

This Agreement may only be used by body corporate managers holding a *Corporate Membership Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

**TERMINATION OF THE AGREEMENT**

This Agreement is a binding legal document. The engagement of the body corporate manager may be terminated only in accordance with Clause 12.

**TERM, OPTIONS AND PRICES**

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar ($) terms **exclude** any applicable GST - See Clause 14.

**SPECIAL CONDITIONS TO THE AGREEMENT**

Any special conditions to this Agreement appear in Item K.

**COPYRIGHT AND REPRODUCTION**

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current *Corporate Membership Certificate* issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the manager's use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

**FURTHER ADVICE**

Body corporate managers and others seeking to use this Agreement should obtain independent legal advice if questions exist concerning any provisions contained within this Agreement.

## STANDARD CONDITIONS

1. **INTRODUCTION**

1.1. All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).

1.2. In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.

1.3. Unless the context otherwise permits -

a) "Act" means the Body Corporate and Community Management Act (Qld) 1997;

b) "Additional Services" means those services stated in Item G of the Reference Schedule;

c) "Agreed Services" means those services stated in Item F of the Reference Schedule;

d) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;

e) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;

f) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;

g) "Disbursements" means the disbursements listed in Item E of the Reference Schedule;

h) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item J of the Reference Schedule;

i) "Privacy Act" means the *Privacy Act* 1988 (Cth);

j) "Reference Schedule" means the reference schedule annexed to this Agreement;

k) "Review Date" means each anniversary of the commencement date of this Agreement;

l) "SCA (Qld)" means Strata Community Association (Qld) Limited ACN 163 881 927;

m) "Scheme" means the community title scheme for which the Body Corporate is the body corporate;

n) "Special Conditions" means the special conditions noted in Item K of the Reference Schedule;

o) "Standard Conditions" means the standard conditions applying to this Agreement;

p) "Term" means the term set out in Item A of the Reference Schedule.

1.4. A reference to an Item is a reference to the applicable item in the Reference Schedule.

1.5. This Agreement comprises the:

a) Standard Conditions;

b) Special Conditions (if any); and

c) Reference Schedule.

1.6. Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails

.

2. **WHAT IS THIS AGREEMENT?**

2.1. The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.

2.2. The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services, where applicable, to the Body Corporate.

2.3. The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.

2.4. For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. **WHAT IS THE TERM OF THIS AGREEMENT?**

3.1. The Manager is appointed for the Term.

4. **WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?**

4.1. The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.

4.2. The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate's request.

4.3. The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services

4.4. During the Term, the Manager shall have the custody of the common seal of the Body Corporate.

4.5. The Manager will at all times comply with:

a) the Act;

b) the Module;

c) the code of conduct in the Act applying to body corporate managers; and

d) the *Code of Conduct* published by SCA (Qld).

4.6. The Body Corporate will use its best endeavours to ensure the voting committee members are at all times aware of their obligations under the Act and shall comply with the code of conduct in the Act applying to voting committee members.

5. **WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?**

5.1. The Body Corporate authorises the Manager to exercise the Authorised Powers.

5.2. The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.

5.3. The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.

5.4. Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5. The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;

b) relieve the Body Corporate or the Committee of their statutory functions.

5.6. The Body Corporate specifically authorises the Manager to:

a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;

b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;

c) pay insurance premiums from the Bodies Corporate funds; and

d) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7. The Body Corporate agrees and acknowledges that the Manager, in providing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. **HOW IS THE MANAGER TO BE PAID?**

6.1. The Body Corporate must pay the Manager:

a) for the performance of the Agreed Services — the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;

b) for the performance of the Additional Services — the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and

c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services — the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2. The Manager may -

a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);

b) keep fees received by it for:

i. information which the Manager must supply about the Body Corporate under the Act or the Module;

ii. services supplied at the request of lot owners; and

c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.

6.3. The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.4. When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of:

a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item D; and

b) The amount calculated using the following formula:

$$= A \times B \div C$$

**where:**

**A** is the fee payable for the year immediately prior to the Review Date;

**B** is the CPI determined for the quarter ending immediately prior to the Review Date;

C is the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

6.5. The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. **HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?**

7.1. The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2. The Body Corporate may replace the Nominee by written notice to the Manager.

8. **DISCLOSURE OF ASSOCIATES**

8.1. If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and /or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

a) if the Manager is aware of the proposed contract then before the contract is entered into; or

b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

8.2. The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.

8.3. Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

a) the details (including the commission, payment or other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item I and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or

b) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

8.4. With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

**9. RELEASE & INDEMNITY BY THE BODY CORPORATE**

9.1. The Body Corporate:

a) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager; and

b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate) arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager.

**10. BODY CORPORATE WARRANTY**

10.1. The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.

**11. TRANSFER OF THIS AGREEMENT**

11.1. This Agreement may be transferred by the Manager only in accordance with the Act.

**12. TERMINATING THIS AGREEMENT**

12.1. Either party may terminate this Agreement in accordance with the Act and/or the Module.

12.2. The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.

12.3. If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:

a) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and

b) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

**13. BODY CORPORATE RECORDS**

13.1. On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.

13.2. The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.

13.3. Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

**14. GOODS AND SERVICES TAX**

14.1. For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.

14.2. Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.

14.3. The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

14.4. The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

**15. MISCELLANEOUS**

15.1. Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974.*

15.2. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

**16. PRIVACY ACT**

16.1. If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act

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## REFERENCE SCHEDULE

| **Term** *(item A)* | |
|---|---|
| Commencing on: | |
| Ending on: | |

| | |
|---|---|
| Does the Manager hold SCA (Qld) corporate membership? | ✔ Yes |
| Does the Manager have professional indemnity insurance? | ✔ Yes - $5,000,000 |

# STRATA ESSENTIALS PACKAGE

| | **Pricing** | |
|---|---|---|
| Fixed fee for our professional time *(item B)* | $227.27 | per lot per year |
| + Fixed fee for Agreed Services disbursements *(item E)* | $60.00 | per lot per year |

*(Item F)*

**Meetings**
- ✔ Call for committee nominations and motions
- ✔ **1x** Prepare and issue AGM agenda (up to 50 pages)
- ✔ **1x** Attend and run AGM (up to 2 hours)
- ✔ **1x** Prepare and distribute AGM minutes
- ✔ **0x** Issue committee meeting agenda
- ✔ **0x** Attend and run committee meeting (up to 2 hours)
- ✔ **0x** Issue committee meeting minutes
- ✔ **2x** Prepare and issue vote outside committee meeting
- ✔ Arrange a returning officer if required

**Administrative**
- ✔ Maintain the roll (lot owner database)
- ✔ Facilitate owner preferences for post or email
- ✔ Keep all records in a searchable format
- ✔ Keep records for the duration required by law
- ✔ Facilitate record inspections for disclosure purposes
- ✔ Receive notices served on the body corporate by authorities

**Insurance**
- ✔ Organise insurance renewal quotes
- ✔ Pay insurance renewal invoice
- ✔ Lodge and process claims when BCsystems receives a fee or commission related to the insurance product

**Financial**
- ✔ Operate a bank account in the body corporate's name
- ✔ Prepare annual financial statements
- ✔ Prepare a draft annual budget
- ✔ Issue levy notices to lot owners
- ✔ Receipt and bank levies paid by owners
- ✔ Facilitate easy online invoice approval
- ✔ Pay creditor invoices
- ✔ Maintain financial records in compliance with the law

**BONUS INCLUDED SERVICES**
- ✔ **StrataVote - Electronic voting for meetings**
- ✔ **Teams videoconferencing**
- ✔ **Meeting room facilities at our office**
- ✔ **Dedicated levy arrears manager**
- ✔ **Dedicated insurance manager**
- ✔ **BCsystems online portal**
- ✔ **Online invoice approval for committee**
- ✔ **No-cost levy payment methods for owners**

The operational costs (e.g. printing, postage, stationery, phone calls) required for us to provide these services to you are ***included*** in the fixed fee for disbursements.

*The fixed fees shown at item B and item E are to be debited by the Manager quarterly in advance.*

# PROFESSIONAL EXPERTISE

*(Item G, Item C, Item E)*

**Pricing - Pay as you go**

***We have been working with committees and owners for over 28 years, and we know that your need for professional expertise can change. This structure allows your body corporate to only pay for what you need.***
***Any work we do that is not included in Strata Essentials will attract a charge as shown below.***

**Advice**
- Our professional advice on any strata topic
- Assisting with easements, plans, CMS
- Building management statement (BMS)
- Enforcing by-laws, issuing by-law warnings, contravention notices and advice
- Assistance with disputes

**Meetings**
- As many additional meetings as you might need
- Adjourned general meetings
- Meetings after 5:00pm or on weekends
- Meetings that exceed the allowed time
- Meetings where we travel to your location
- Fill vacancies on the committee

**Financial**
- Dealing with the ATO on your behalf
- ABN and Tax file number registration
- GST registration/deregistration
- Preparing your books to be audited
- Initial financial reconciliation for new clients
- Lodgement of business activity statement (BAS)
- Lodgement of instalment activity statement (IAS)
- Lodgement of income tax return
- On-charge costs to lot owners or others
- Invest funds on committee instructions

**Administrative**
- Archive records for durations required by law
- Dealing with correspondence in and out
- Distributing statutory notices to stakeholders
- Checking other agreement pricing and CPI increase calculations
- Adjudication or QCAT applications
- Liaising with lawyers and other consultants
- Issue information to new lot owners
- Set-up of new/staged developments
- Initial record reconciliation for new clients
- Authority searches & documents
- Arranging third party services
- Any services provided outside of business hours 8:30am to 5:00pm

**Maintenance**
- Arranging quotes
- Issuing work orders
- Liaising with contractors during the maintenance work

**Costs on-charged to lot owners**
- Levy arrears collection

**Insurance**
- Insurance claims where BCsystems does not receive any commission on the insurance product

**Fixed fee items***

**unless a fixed fee applies, hourly rate applies*

| | |
|---|---|
| Adjourned general meeting | $100/each |
| Store electronic records – unlimited quantity | $1.25 x lot/quarter |
| Induction pack for new owners | $18/each |
| Prepare file for audit (if required) | $200/audit |
| Prepare & lodge BAS (if GST registered) | $230/return |
| Prepare & lodge income tax return | $200/return |
| Body corporate's financial software licence | $4.00 x lot/ quarter |
| Quote request & work order | $70/each |
| Process & issue statutory land valuation notices | $14 x lot total |

**Arrears recovery (charged to debtor)**

*(All costs charged to the owner/debtor in arrears)*

| | |
|---|---|
| 15 days – First notice | $27 (to debtor) |
| 35 days – Second notice | $41 (to debtor) |
| 55 days – Third notice | $90 (to debtor) |
| 75 days - Letter of demand | $160 (to debtor) |
| Engage solicitor + hand over file for legal claim | $200 (to debtor) |
| Monitored file (includes legal monitor) | $55/month (to debtor) |
| Negotiated payment plan monitoring | $22/month (to debtor) |

**Hourly rates**

| | |
|---|---|
| Executive | $250.00 |
| Senior Manager | $200.00 |
| Manager | $180.00 |
| Associate | $130.00 |
| Administrative | $100.00 |
| Rate after 8pm or weekends | 1.5x hourly rate |

**Disbursement costs for additional services**

*(Item E)*

| | |
|---|---|
| Copying/printing | $0.50/page |
| Mailing envelope | $0.60/each |
| Secret ballot envelope | $1.20/each |
| Postage – Australia Post | At cost price |
| Courier | At cost price |
| Archive retrieval | At cost price |
| Teleconference | At cost price |
| Common seal | At cost price |
| Title documents/searches | At cost price |
| Travel | At cost price |

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**Item D: Percentage increase:**
3%

**Item H: Disclosure of associates**
Nil

**Item I: Disclosure of commissions**
Providers and/or commissions may change during the Term.

| | |
|---|---|
| Provider: | Direct Insurance Brokers |
| Commission: | 15% to 20% of base insurance premium |
| Provider: | Strata Community Insurance |
| Commission: | 20% of base insurance premium |

**Item J: Module**
Standard

**Item K: Special Conditions (Including amendments to the Standard Conditions)**

a) **Adjourned meeting location**
To minimise travel costs for the Body Corporate, the Body Corporate directs the Manager to hold any adjourned general meeting at the Manager's office, unless the Nominee or Committee directs otherwise.

b) **Electronic communication and voting**
To minimise printing and postage costs for the Body Corporate, the Body Corporate directs the Manager to issue all body corporate correspondence (excluding levy notices) to lot owners by email by default, if the lot owner has supplied an email address to the Manager. Lot owners may opt-in to receive posted communication.

c) **Records management**
To minimise storage costs for the Body Corporate, the Body Corporate directs the Manager to destroy the Body Corporate's records after the records have been kept for the relevant required time under the Act and Module.

d) **Instruction to Manager**
To simplify the work flow between the Committee and Manager, the Body Corporate directs the Manager (in the absence of a specific direction by the Nominee) to carry out the Additional Services as required, at the determination of the Manager.

*Example: The Manager will automatically prepare and lodge the income tax return for the Body Corporate at the times determined by the ATO unless the Nominee directs otherwise.*

e) **Standing direction to renew insurances by default**
To ensure insurance cover is maintained, the Body Corporate directs the Manager (in the absence of any other direction from the Nominee or Committee) to renew the body corporate insurance policies with the incumbent insurer at the renewal date.

f) **Increase to building sum insured**
To ensure insurance cover is adequate, the Body Corporate directs the Manager (in the absence of any other direction from the Nominee or Committee) to increase the body corporate insurance building sum insured upon receipt of a professional insurance valuation which recommends a higher building sum insured or building replacement cost than is noted on the existing insurance policy.

g) **Arrears recovery process and fees**
To achieve effective levy arrears management, the Arrears Recovery process and Arrears Recovery fees (part of item C) may be adjusted by the Manager at its sole discretion during the Term.

h) **Variation to standard condition clause 6.4**
Standard Condition clause 6.4 is varied to the extent that the phrase *"fee for the Agreed Services"* is replaced with the phrase *"fee for the Agreed Services (item B) and Fixed fee for Agreed Services Disbursements (item E)".*

i) **Variation for South Bank Corporation Act 1989**
If the Body Corporate is a Leasehold Building Units Plan registered under the South Bank Corporation Act 1989, the following variations to the Standard Condition shall apply:

i. Clause 1.3(a) is amended to read: "*Act" means the South Bank Corporation Act (Qld) 1989 containing the Modified Building Units and Group Titles Act (Qld) 1980;*
ii. Clause 1.3(h) is amended to read: *"Module" means any Regulation applying to the Leasehold Building Units Plan;*
iii. Clause 1.3(m) is amended to read: *"Scheme" means the Building Units Plan for which the Body Corporate is the body corporate;*
iv. Item J: Module – does not apply

j) **Variation for Building Units and Group Titles Act 1980**
If the Body Corporate is a Building Units Plan or Group Titles Plan registered under the Building Units and Group Titles Act 1980, the following variations to the Standard Condition shall apply:

i. Clause 1.3(a) is amended to read: "*Act" means the Building Units and Group Titles Act (Qld) 1980;*
ii. Clause 1.3(h) is amended to read: *"Module" means any Regulation applying to the Building Units Plan or Group Titles Plan;*
iii. Clause 1.3(m) is amended to read: *"Scheme" means the Building Units Plan or Group Titles Plan for which the Body Corporate is the body corporate;*
iv. Item J: Module – does not apply.

k) **Audit cost for previous manager's financials**
If the Body Corporate financial accounts are audited and the audit requires investigation or analysis of the financial accounts from before the Manager was appointed (e.g. when the financial accounts were managed by the Committee or by a former body corporate manager), the Manager's work to assist the auditor will be charged to the Body Corporate at hourly rates.

l) **Information and Privacy Policy**
The Body Corporate authorises the Manager to access, use and manage the personal information held by the Body Corporate in accordance with the Manager's Privacy Policy, which is published on the Manager's website.

m) **Banking authority**
The Body Corporate authorises the Manager to operate and manage the bank account/s in the name of the Body Corporate, including changing the banking financial institution on behalf of the Body Corporate at the Manager's discretion (for example to reduce banking fees for the Body Corporate).

n) **Maintenance & contractors**
The Body Corporate releases and indemnifies the Manager from any implied or expressed duty to ensure that the contractors engaged by the Body Corporate are properly qualified, licensed or insured, including in circumstances where the Body Corporate directs the Manager to issue a work order or other instruction to the contractor on behalf of the Body Corporate.

Standard Condition Clause 9 specifically applies to this circumstance. Where the Body Corporate instructs the Manger to assist with arranging third-party contractors, the Body Corporate remains solely responsible for the performance of those third-party contractors and assumes all associated risks and liabilities.

o) **Body corporate certificate**
The Body Corporate authorises the Manager to prepare, sign and issue a Body corporate certificate on behalf of the Body Corporate.

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# *Administration Agreement: Engagement of a Body Corporate Manager*

*For use by SCA (Qld) members with a Corporate Membership*

**Execution by Counterparts**
This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

**Electronic Execution**
The parties agree that this Agreement and any or similar or associated documents that are required to be signed by any Authorised Signatory for and on behalf of each party, may be signed, and are taken to have been signed, by that person using an electronic or digital signature.

## Body Corporate Execution

Signed for and on behalf of the Body Corporate for Solara CTS by its duly authorised representatives:

| | |
|---|---|
| *Signature* | *Signature* |
| *Print name* | *Print name* |
| *Designation/Committee position* | *Designation/Committee position* |
| *Date* | *Date* |

Each of the persons above warrant that they hold the positions stated above and are duly authorised to sign this agreement on behalf of the Body Corporate.

## BCsystems Execution

EXECUTED by a duly authorised agent for and on behalf of Body Corporate Systems Pty Ltd pursuant to Section 126 of the Corporations Act 2001

*Signature*

*Print name*

*Date*

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# ANNEXURE 5

**POWER OF ATTORNEY AND PROXY DISCLOSURE STATEMENT**

# POWER OF ATTORNEY AND PROXY

## POWER OF ATTORNEY DISCLOSURE STATEMENT

1. This Disclosure Statement is given by the Seller to the Buyer in compliance with Section 219 of the *Body Corporate and Community Management Act 1997* ("the Act") or Section 211 of the Act (as the case may be).
2. Under Clause 18 of the Contract of Sale to be entered into between the Seller and the Buyer ("the Contract"), the Buyer, among other things, appoints the Seller its attorney and agrees to execute and deliver to the Seller a power of attorney in the form set out in this Statement ("the Power of Attorney").
3. The Seller discloses to the Buyer that the Power of Attorney to be given by the Buyer to the Seller may only be exercised to enable the Seller to: -

   (a) attend and/or vote in the name of the Buyer at all or any meetings of the Body Corporate or the Committee of the Body Corporate to the exclusion of the Buyer if present at any such meeting and if the Seller requires such exclusion; or

   (b) complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee notification form or owners representative form and any notice under Section 223 of the *Body Corporate and Community Management (Standard Module) Regulation 2020 (the Regulation Module)*) to allow the Seller to vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee of the Body Corporate to the exclusion of the Buyer,

   in respect of any motion or resolution for or relating to any one or more of the following:

   (i) the granting of consent to any New Community Management Statement to be recorded to facilitate the progressive development or any matters identified in Schedule B of the Community Management Statement including any alterations, modifications and adjustments identified therein (including the adjustment of the contribution schedule lot entitlements and the interest schedule lot entitlements and the creation of additional common property);

   (ii) the granting of consent to any New Community Management Statement to include a by-law, if the details of the inclusion were disclosed in this contract or the Disclosure Statement or to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in Schedule C of the Community Management Statement;

   (iii) the granting of consent to any New Community Management Statement to record allocations under any of the exclusive use by-laws contained in Schedule C of the Community Management Statement or to record any amendment to an exclusive use by-law or new exclusive use by-law to facilitate the identification and/or allocation of exclusive use areas in the Scheme;

   (iv) the granting of consent to any New Community Management Statement to record allocations under any of the exclusive use by-laws contained in Schedule C of the Community Management Statement or to record any amendment to an exclusive use by-law or new exclusive use by-law in relation to any lots that at the date of consent are owned by the Seller;

   (v) the granting of consent to any New Community Management Statement to record allocations under any amended or new exclusive use by-law referred to above;

   (vi) the granting of consent for the affixing of the seal of the Body Corporate to a Form 14 Request to record any New Community Management Statement in the Titles Office;

   (vii) the granting of consent to any appeal to be lodged in the Planning and Environment Court under the *Integrated Planning Act 1997* or the *Sustainable Planning Act 2009* (as the case may be), consequent upon the Local Government failing or refusing to endorse a Community Management Statement notation within forty (40) days after the Community Management Statement or any New Community Management Statement (referred to above) is submitted to the Local Government for endorsement;

   (viii) the engagement of a person as a Body Corporate manager or service contractor, or authorising a person as a letting agent including the engagement of the Body Corporate manager under the Administration Agreement contained in the Disclosure Statement;

(ix) authorise a service contractor or letting agent to occupy a part of the common property where details of such authorisation were disclosed in this contract or the Disclosure Statement;

(x) the fixing. adoption, variation or ratification of budgets or contributions to be levied by the Body Corporate under Section 160 and 162 of the Regulation Module;

(xi) the composition and/or election of the members of the Committee of the Body Corporate;

(xii) a proposal that there shall be a prohibition or restriction on the use of proxies;

(xiii) the issue of a continuing contravention notice under Section 182 of the Act or the issue of a future contravention notice under Section 183 of the Act;

(xiv) an application to be made for an order of an adjudicator under Chapter 6, Part 4, Division 1 of the Act;

(xv) any expenditure contemplated under Sections 172, 173 and 174 of the Regulation Module;

(xvi) the issue of an authorisation to the owner of a lot (including the original owner) to make an improvement contemplated under Section 186, 187 or 193 of the Regulation Module including the installation, erection and/or construction of air-conditioning equipment, enclosures, carports, pergolas, fencing, screening, shutters, security devices or apparatus and awnings;

(xvii) any proposal by the Body Corporate to take any of the actions or steps permitted under Section 184, 185, 187, 189, 190, 191 and 210 of the Regulation Module;

(xviii) the convening of a general meeting of the Body Corporate or a Committee meeting to consider any one or more of the matters referred to above;

(xix) the affixing of the seal of the Body Corporate to any document or paper writing to facilitate one or more of the matters referred to above; or

(c) complete, sign and lodge any written consent pursuant to the Act or Section 192(1) of the Regulation Module as may be required to facilitate and perfect the passing of any of the exclusive use by-laws contained in Schedule C of the Community Management Statement (or any allocations thereunder) or as may be required to facilitate any amended or new exclusive use by-law for the identification and/or allocation of exclusive use areas in the Scheme.

(d) Execute any reallocation agreement in respect of exclusive or other special rights granted over common property or Body Corporate assets;

(e) Give any direction, authority or consent required of or from the Buyer as owner of the Lot for any matter in connection with or arising out of the operation of the Scheme or a Community Management Statement;

(f) Execute any consent, plan or other document in connection with all things necessary for the Seller to develop the Land as disclosed or described in this Contract and the Disclosure Statement.

4. The Power of Attorney applies for a period expiring one (1) year after the Scheme is established or until the Seller has sold all lots in the Scheme, whichever is the earlier. This Power of Attorney shall be irrevocable during this period.

**PROXY**

1. Under Clause 18 of the Contract of Sale to be entered into between the Seller and the Buyer ("the Contract"), the Buyer, among other things, appoints the Seller its proxy and agrees to execute and deliver to the Seller a proxy in the form set out in this Statement ("the Proxy").
2. The Buyer appoints the Seller his/her/its proxy to vote at the first annual general meeting or any extraordinary general meeting of the Body Corporate in respect of the issues referred to in paragraph 18.6 (6) of the contract and as set out below: .
3. The Seller will be entitled to exercise the Proxy to vote on one or more of the following:

(a) the engagement of a person as a body corporate manager or service contractor, or authorising a person as a letting agent as disclosed in the contract or the Disclosure Statement.

(b) Authorising a service contractor or letting agent to occupy a part of the common property, if the details of the authorisation were disclosed in the contract or the Disclosure Statement.

(c) Consenting to the recording of a New Community Management Statement to include a by-law, if the details of the inclusion were disclosed in the contract or the Disclosure Statement.

4. The Proxy shall apply for a period expiring one (1) year after the Scheme is established, or until the Seller has sold all lots in the Scheme (whichever is the earlier).

# ANNEXURE 6

**STORMWATER MAINTENANCE AGREEMENT**

# Maintenance Agreement

OCEAN PROTECT

# Maintenance Agreement

## Tax Invoice

| Agreement No: | 28033 / 1 |
|---|---|

**NATIONAL MAINTENANCE SOLUTIONS PTY LTD** ABN 42 156 044 834 (**we** or **us** or **our**) agrees to provide to the customer named in the Schedule below (**you**) the services described in the Schedule below (the **Maintenance Services**) in relation to the equipment described in the Schedule below (the **Equipment**) and, where applicable, any Additional Services (as later defined) and you agree to accept the provision of the Maintenance Services and, where applicable, the Additional Services (collectively the **Services**) on the terms and conditions set out in this document (including any Special Conditions set out in this document). This document will not bind us until it is signed by our authorised officer, at which time a contract for the provision of Services in relation to the Equipment (this **Agreement**) will arise without the need for us to give any further notice.

## Schedule

| FACILITIES MANAGEMENT PLAN | | | | |
|---|---|---|---|---|
| Facilities Management Plan applies: | ☐ | Yes | | No |
| Facilities Management Plan No: N/A | | | | |

| CUSTOMER | |
|---|---|
| Name: | |
| Trading as: | ACN/ABN: |
| Address: | |
| Telephone number: | Facsimile number: |
| Contact person: | Email address: |

| EQUIPMENT | | |
|---|---|---|
| Model | Description | Serial No(s) (if applicable) |
| OG-200 | 6 x OceanGuards | |
| SFD-4-690-PSORB | 4 x StormFilter Cartridges | |
| | | |

| EQUIPMENT LOCATION AND SITE CONTACT | |
|---|---|
| Address: 24-26 Rye Street, Wellington Point QLD | |
| Contact: | Telephone number: |

**MAINTENANCE SERVICES**

**Maintenance Services** cover the cleaning and maintenance of the Equipment (including the StormFilter, Jellyfish Filter, OceanGuard and GPT) and the removal of Stormwater Waste from the Equipment (up to the Maximum Pollutant Load per Cartridge and within the GPT Maximum Storage Capacity), on and subject to the terms and conditions set out in this document.

**Stormwater Waste** means pollutants and concentrations generated in typical stormwater run-off defined as the pollutants (gross pollutants suspended solids, metals, nutrients and hydrocarbons only) that exist within stormwater run-off that are generated from fully developed and stabilised (once building and construction work ceases) residential, commercial and light industrial (non-manufacturing) catchments and exhibit "typical" pollutant concentrations only as prescribed in "Managing Urban Stormwater: Harvesting and Reuse" published by the Department of Environment and Conservation NSW, 2006.

| | |
|---|---|
| Estimated Maintenance Frequency - StormFilter : 12 Months | Cartridge Type: ● 690mm ☐ 460mm ☐ 310mm |
| Estimated Maintenance Frequency - OceanGuard : 6 Months | Maximum Pollutant Load per StormFilter Cartridge (in kgs) : 100 |
| Estimated Maintenance Frequency - Jellyfish Filter: N/A | Maximum Pollutant Load per Jellyfish Filter Cartridge (in kgs): N/A |
| Estimated Maintenance Frequency - GPT : N/A | GPT Maximum Storage Capacity (tonnes) : N/A |

OCEAN PROTECT

## MAINTENANCE SPECIFICATIONS

| | | |
|---|---|---|
| ☑ | Certification Services | Estimated Certification Frequency: Every 12 Months |

Authorised Additional Services Amount: $ 200.00

| | | |
|---|---|---|
| Current rate for removal of Stormwater Waste in excess of Maximum Pollutant Load per Cartridge: | $ 300.00 | per tonne |
| Current rate for removal of Stormwater Waste in excess of Jellyfish Filter Pollutant Load per Cartridge: | $ N/A | per tonne |
| Current rate for removal of Stormwater Waste in excess of GPT Maximum Storage Capacity: | $ N/A | per tonne |

## TERM

If a Facilities Management Plan is referred to in this Schedule: the Term is the "Term" referred to in the Facilities Management Plan and the Commencement Date is the "Commencement Date" referred to in the Facilities Management Plan.

If a Facilities Management Plan is not referred to in this Schedule:

Commencement Date: as per sign date

Term: 120 months from the Commencement Date.

## SERVICE CHARGES

If a Facilities Management Plan is referred to in this Schedule the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. Any Additional Services will be charged at our prevailing rates and invoiced separately.

If a Facilities Management Plan is not referred to in this Schedule:

| Billing Periods: | ☐ Monthly | 4-Monthly | Half-Yearly | Yearly |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Maintenance Services Charge: | $ 2,353.00 | plus $ 235.30 GST | = $ 2,588.30 | per billing period |

Maintenance Services Charges are due and payable in advance on the 7th day of each Billing Period throughout the Term and are subject to adjustment in accordance with the terms and conditions set out in this document. Any Additional Services will be charged at our prevailing rates and invoiced separately.

Specified Percentage Increase (for Maintenance Services Charges): 5.0 %

## ACCOUNTS PAYABLE CONTACT

| | |
|---|---|
| Contact person: | Telephone number: |
| Email address: | |

## SIGNATURE OF CUSTOMER

You acknowledge and confirm that: (1) you have read and understood and agree to be bound by the Terms and Conditions set out in this document; and (2) all information provided by you is true and correct.

**Signed for and on behalf of the Customer by a duly authorised officer of the Customer, who warrants that he/she has authority from the Customer to execute on its behalf and all information provided is true and correct.**

| | |
|---|---|
| Body Corporate Seal | Signature of Witness: Date: |
| | ☐ Chairman Secretary Committee Member |
| | Name of Witness: |
| | Address of Witness: |
| | Telephone Number: |
| | Signature of Witness: Date: |
| | ☐ Chairman Secretary Committee Member |
| | Name of Witness: |
| | Address of Witness: |
| Date: | Telephone Number: |

## SIGNATURE OF NATIONAL MAINTENANCE SOLUTIONS PTY LTD

| | |
|---|---|
| Authorised Officer: | Date: |

# Services Agreement – Terms and Conditions

## 1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: Billing Period, Commencement Date, Equipment, Equipment Location, Facilities Management Plan, Maintenance Specifications, Maintenance Services, Maintenance Services Charge, Maximum Pollutant Load per Cartridge, Services, Stormwater Waste and Term are as defined or referred to in the Schedule; ACL means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); Additional Services has the meaning provided in clause 3(2); Additional Services Charges has the meaning provided in clause 4(4); Annual Recurrence Interval (ARI) has the meaning provided by the Bureau of Meteorology's Australian Water Information Dictionary; Business Day means any day on which banks are open for business in Australia, other than a Saturday or Sunday; GPT or Gross Pollutant Trap is as defined in the Schedule, and incorporates any or all Vortsentry, Vortcapture and / or Vortechs product to which this Plan applies; GST means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation; Hazardous Waste means any waste material classified as "Hazardous Waste" or otherwise identified as having specific handling and disposal requirements by the Department of Sustainability, Environment, Water, Population and Communities; Schedule means the Schedule to this Agreement; words importing the singular include the plural and vice versa; headings shall be ignored in construing this Agreement; if any party is comprised of more than one person, those persons' obligations are joint and several; references to a party include references to that party's legal personal representatives, successors and permitted assigns; references to persons include references to corporations and other bodies and entities; references to statutes include all statutes amending, consolidating or replacing such statutes; and a reference to "$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia.

## 2. Term

This Agreement commences on or with effect from the Commencement Date and, subject to clause 12, shall continue for the Term.

## 3. Provision of Services

(1) We will provide the Maintenance Services at the Equipment Location, at the Estimated Maintenance Frequency and at the times specified in clause 7. For the avoidance of doubt, Maintenance Services does not include any cleaning or maintenance of, removal from or other services in relation to the Equipment (including the StormFilter, OceanGuard, JellyFish and GPT) for or in respect of any Hazardous Waste, aggregates, concrete, debris, plastic, shingle, sediment or other waste contained on or within runoff derived from a 1 in 5 year Annual Recurrence Interval (ARI) or flood event, construction run-off or any other waste material other than Stormwater Waste. (2) We may, and you authorise us to, provide services in relation to the Equipment which are outside of and/or in addition to the Maintenance Services (Additional Services) (provided that where the cost of any Additional Services exceeds the Authorised Additional Services Amount specified in the Schedule, we will obtain your consent prior to undertaking those services). Such Additional Services may include, without limitation: (a) the cleaning or maintenance of the Equipment that does not fall under the scope of Maintenance Services (including, without limitation, the removal from the Equipment of any Stormwater Waste which is in excess of the Maximum Pollutant Load per Cartridge or the GPT Maximum Storage Capacity specified in the Schedule); (b) any additional time expended by us (including reasonable waiting time for any of our personnel at the Equipment Location) in performing the Maintenance Services as a result of any failure by you to comply with your obligations under clause 9 or any operation of the Equipment under abnormal conditions (including mains fluctuations or any contamination of the Equipment); (c) any additional time or costs expended by us arising from any delays or difficulties in accessing the Equipment Location or the Equipment (or any part of it) which are outside of our control; (d) the supply and installation of consumables specific to the Equipment, other than in accordance with the Maintenance Specifications or other than where such consumables can be supplied and installed as part of the Maintenance Services without significant additional expense or increase in the time required to perform the Maintenance Services; (e) the supply of any consumables used by us to perform the Maintenance Services, in particular, any substances used to clean and maintain the Equipment; (f) clearing any gas accumulated in the Equipment that cannot be cleared by natural means (for example, ventilation); (g) the cleaning, maintenance, removal, handling, uplifting, treatment or disposal of any Hazardous Waste or any other waste material other than Stormwater Waste; (h) undertaking any remedial work in respect of the Equipment in accordance with clause 8(3); (i) undertaking any instruction or training in respect of your safety procedures and other requirements for accessing the Equipment Location;
(j) pedestrian or traffic control; (k) removing pit covers using hydraulic or other similar means.

## 4. Charges

(1) If a Facilities Management Plan is referred to in the Schedule, then the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. (2) If a Facilities Management Plan is not referred to in the Schedule, you must pay the Maintenance Services Charges at the times referred to in the Schedule. (3) If a Facilities Management Plan is not referred to in the Schedule, on each anniversary of the Commencement Date, we may increase the Maintenance Services Charges prevailing at the relevant time by the greater of: (a) any increases in the Index over the preceding 12 months; and (b) an amount (determined by us) of not more than the Specified Percentage Increase set out in the Schedule. "Index" means the Consumer Price Index (All Groups weighted average of eight capital cities) published by the Australian Bureau of Statistics (or an equivalent index, in the event that such index is discontinued or suspended). A certificate by us as to any increase in charges will be conclusive and binding on you. (4) Whether or not a Facilities Management Plan is referred to in the Schedule, we will invoice you separately at rates from time to time prevailing for the provision of any Additional Services (Additional Services Charges), which must be paid by you within 14 days of the date of each such invoice. Where current rates are specified in the Schedule, these will be subject to change in accordance with any changes in prevailing rates. (5) You must reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement. (6) You must pay interest on any amount due but unpaid under this Agreement at [2% calculated from the due date for payment until the date on which the amount is paid. Such interest shall be calculated daily and is payable on demand. (7) You must pay all payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing. (8) All payments by you must be paid on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month.

## 5. Hazardous Waste

(1) You must promptly inform us of any spill or activity on or proximate to the Equipment Location or catchment which may result in Hazardous Waste entering the Equipment. (2) We will not be liable for removing, uplifting, treating or disposing of any Hazardous Waste unless specifically agreed between you and us, in which case such services will be provided by us as Additional Services pursuant to clause 3(2). You must provide an appropriate facility at the Equipment Location to enable us to store any Hazardous Waste and pay or reimburse us all costs and expenses incurred by us in handling any Hazardous Waste. (3) You acknowledge that we may be convicted or otherwise held liable under statute or regulation as a result of your actions, inaccuracies or omissions in the description of the Hazardous Waste and its collection, deposit or retention. You agree to indemnify us and keep us indemnified against all losses,

liabilities, fines, costs, expenses and damages in respect of any prosecution, claim, action or conviction against us arising from or in connection with any such action, inaccuracy or omission by you.

## 6. Maintenance Personnel

(1) We will perform the Services using appropriately trained and qualified personnel. (2) We may subcontract the provision of any of the Services to a third party, provided that we will remain primarily liable to you for the provision of such Services.

## 7. Maintenance Times

(1) We will perform the Maintenance Services on the Equipment at the Estimated Maintenance Frequency specified in the Schedule and in accordance with the Maintenance Specifications. (2) The Maintenance Services and any Additional Services will be performed at a time agreed upon between you and us. If either party is unable to comply with the agreed time for the Services as a result of unforeseen events outside that party's control, it will notify the other party as soon as reasonably practicable, and you and us will agree another suitable time. (3) We will perform the Services between 9.00am and 5.00pm on Business Days agreed between you and us. If you require the Services to be performed outside these hours, an after-hours surcharge may be charged by us at our prevailing standard rates.

## 8. Certification Services

(1) Where "Certification Services" is selected in the Schedule, we will at the Estimated Certification Frequency specified in the Schedule: (a) inspect the Equipment to ascertain whether it complies with our operations and maintenance procedures and requirements (the Requirements); (2) where the Equipment complies with the Requirements, issue a certificate to you confirming this (Compliance Certificate); and (3) where the Equipment does not comply with the Requirements, advise you and work with you to complete any remedial work required to enable a Compliance Certificate to be issued, provided that the cost of such remedial work will be borne by you and any services provided by us will be charged as Additional Services, unless they fall within the scope of the Maintenance Services.

## 9. Consumables

If a Facilities Management Plan is referred to in the Schedule, we will replace any consumables supplied with the Equipment (including, without limitation, OceanGuard bags and broken filter cartridges) requiring replacement due to reasonable wear and tear or normal operating conditions (Authorised Conditions). For the avoidance of doubt, we will not be responsible for the replacement of any such consumables where the requirement for replacement arises other than due to Authorised Conditions, including, without limitation, a flood event or deliberate damage caused to the consumables.

## 10. Co-operation

(1) You must: (a) operate the Equipment at all times in accordance with the Facilities Management Plan (if applicable) and any specifications for the Equipment; and (b) comply with our reasonable instructions and directions in respect of the maintenance and operation of the Equipment. (2) You must grant access to the Equipment Location and make the Equipment available to our personnel and subcontractors to allow the Services to be provided. (3) You must notify us of any special safety regulations or other requirements for accessing the Equipment Location that must be observed by us during the performance of the Services and you must, prior to the commencement of any such Services, explain such requirements to our personnel and provide such additional training in respect of such requirements as may be reasonably necessary to ensure that our personnel can provide the Services safely and effectively. If any such instruction or training results in a significant increase in the time required to perform the Services, we may charge Additional Services Charges in respect of such increase. (4) Where we attend the Equipment Location to perform any Services, you must inform our personnel of any problems or other variations from the normal operation of the Equipment and will provide such other information as our personnel may reasonably require in relation to the operation of the Equipment. (5) You must not, at any time without our prior written consent: (a) modify, repair or maintain the Equipment or permit any third party to do so; or (b) use any accessories or consumables as part of the operation of the Equipment other than in accordance with the specifications for the Equipment.

## 11. Acknowledgements

(1) You acknowledge and agree that: (a) to the full extent permitted by the ACL and other applicable laws, all express and implied terms, conditions, representations, warranties and guarantees are excluded and we do not give any guarantee, representation, warranty or assurance as to the care and skill, fitness for purpose or time for supply in relation to the provision of the Services. Nothing in this Agreement, however, will exclude, restrict or modify any rights or remedies which you may have for failure to comply with a guarantee under the ACL or any other applicable law; (b) to the full extent permitted by the ACL and other applicable laws, we are not liable for any indirect, consequential or economic loss or damage (including, without limitation, loss of profit) arising under or in connection with this Agreement; and (c) in any event, to the full extent permitted by the ACL and other applicable laws, our liability under or in relation to this Agreement or the provision of the Services (to the extent that the ACL does not apply) or for failure to comply with a guarantee under the ACL (subject to section 64A(3) of the ACL) (to the extent that the ACL applies), is limited to, at our option, one or more of the following: (i) in the case of goods supplied, to one or more of the following (as we may determine): replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; (ii) in the case of services supplied, to one or more of the following (as we may determine): supplying the services again or paying the cost of having the services supplied again. (2) You acknowledge that the Services and any replacement parts or consumables supplied in connection with the Services will be supplied to you for business purposes. (3) You must: (a) immediately notify us where you become aware of any problem with or damage to the Equipment; and (b) take all reasonable steps to mitigate the effect of any problem or damage. (4) Where appropriate, reconditioned parts may be used instead of new spare parts. We will own any parts removed from the Equipment.

## 12. Insurance

You must, at your own cost, effect and keep current throughout the Term with a reputable and solvent insurer: (a) insurance for such amount of cover as is reasonably required by us against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (b) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.

## 13. Termination

(1) We may terminate this Agreement if: (a) you breach any provision of this Agreement and fail to rectify that breach within ten (10) Business Days of written notice from us; or (b) you enter into, or any steps are taken to have you enter into, liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your creditors or any of them, or a controller is appointed with respect to any of your assets, you become unable to pay your debts to any person as they become due or you otherwise become insolvent; or (c) if a Facilities Management Plan is referred to in the Schedule, the Facilities Management Plan is terminated. (2) Termination of this Agreement is without prejudice to any remedies available to us and any rights or obligations of the parties that accrued prior to the time of termination.

## 14. Representations and Warranties

(1) You represent and warrant to us that: (a) you have full authority and all necessary consents to enter into and perform your obligations under this Agreement; and (b) the execution and performance by you of this Agreement will

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not result in a breach of, or constitute a default under, any instrument to which you are a party or by which you are bound or violate any laws. (2) If you enter into this Agreement as a trustee of a trust (the Trust), then, you represent and warrants to us that: (a) you enter into this Agreement for a proper purpose of the trust; (b) you have power and authority under the Trust to enter into this Agreement; and (c) you have the right to be indemnified fully out of the trust property before the Trust's beneficiaries for all liabilities you incur under this Agreement.

15. General

We will not be responsible for any delay of failure to perform our obligation under this Agreement to the extent that such delay or failure is due to any cause beyond our reasonable control. (2) You must not assign, transfer or otherwise deal with any of your rights under this Agreement without our prior written consent. We may assign, transfer or subcontract any of our rights and obligations under this Agreement without your consent. (3) No waiver of any breach of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach will be deemed to be a waiver of any other or subsequent breach. (4) You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any of our related bodies corporate. You must not exercise any right of set-off on any account. (5) This Agreement will be governed by and construed in accordance with the laws of New South Wales. (6) If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction. (7) You authorise us to insert the Commencement Date in the Schedule once the date of delivery of the Equipment is known (if a Facilities Management Plan is not referred to in the Schedule) and to complete and amend any other blank, incomplete or inaccurate particular appearing in the Schedule and to otherwise complete all necessary formalities to render this Plan complete and enforceable. (8) Any notice to or by a party to this Agreement: (a) must be in writing addressed to the other party or parties to this Agreement; (b) may be delivered in person, by pre-paid post or by facsimile transmission; and (c) is regarded as given by the sender and received by the addressee: (i) if by delivery in person, when delivered to the addressee; (ii) if by pre-paid post, on the third day after posting; and (iii) if by facsimile transmission, when transmitted to the addressee (provided that a report from the sending machine confirms successful transmission).

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| SPECIAL CONDITIONS |
| --- |
| NIL |

# ANNEXURE 7

**FORM 36 NO POOL SAFETY CERTIFICATE**

QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION

NOTIFICATION FORM

# FORM 36 - NOTICE OF NO POOL SAFETY CERTIFICATE

EFFECTIVE OCTOBER 2022

## Important information

1. Pool owners, including bodies corporate, are responsible for ensuring the barrier complies with the pool safety standard at all times, even after giving or receiving this Form 36.
2. Pool owners may be committing an offence by failing to comply with their pool safety obligations and penalties of up to 165 penalty units may be applied.
3. The owner must complete this form if a pool safety certificate is not in effect when:
   - selling a premises with a regulated pool; or
   - entering into an accommodation agreement (e.g. written, oral or implied agreement for provision of accommodation) for premises associated with a shared pool.
4. It is recommended the seller maintain a record of giving this form to the required parties.

## For the seller:

When selling without a pool safety certificate, you need to fill out this Form 36. A Form 36 is completed as part of the contract of sale.

Before settlement you must give a copy to:

- the buyer; and
- the QBCC; and
- body corporate (if you are selling a home, unit or townhouse, where there is a shared pool).

## For the buyer:

If you buy a property without a pool safety certificate you must get one within 90 days of settlement. The seller must have given you a Form 36 – notice of no pool safety certificate, before entering into a contract of sale.

## For the lessor - non shared (private) pool:

You must get a pool safety certificate before a lease is signed for a house or townhouse with its own non-shared pool.

## For the body corporate - shared pool:

The body corporate must also ensure a pool safety certificate is in effect within 90 days of settlement OR the date an accommodation agreement is entered into. A pool safety certificate must be displayed at the main entrance to the premises or at any gate or door giving access to the pool.

QBCC | QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION

# FORM 36
# NOTICE OF NO POOL SAFETY CERTIFICATE

**GOVERNING LEGISLATION**

Applicable under Sections 246ATF and 246ATI of the *Building Act 1975*.

**PRIVACY NOTICE**

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.

**RIGHT TO INFORMATION (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*.

**COMPLETING THIS FORM**

- Use BLACK pen only
- Print clearly in BLOCK LETTERS
- DO NOT use correction fluid – cross out and initial amendments

**RETURN YOUR COMPLETED FORM BY**

Post: GPO Box 5099 Brisbane QLD 4001.
In person: QBCC service centres are listed on our website qbcc.qld.gov.au.
Email: poolsafety@qbcc.qld.gov.au.

## 1. DETAILS OF PROPERTY OWNER

Title: ✔ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other

Surname: STEVENSON

First Name: JAY

Postal Address: 18 CAPTAINS COURT

CLEVELAND State: QLD Postcode: 4163

Mobile: 0418191327 Home Phone:

Email: jay@elthamprojects.com.au

## 2. LOCATION OF THE SWIMMING POOL

Street address: 24-26 RYE STREET

WELLINGTON POINT

State: QLD Postcode:

Lot/s on plan: LOT 6 ON RP 225862

Local Government Area: REDLAND CITY COUNCIL

## 3. SHARED OR NON-SHARED POOL

☐ Shared pool ✔ Non-shared pool

**OFFICE USE ONLY**

CRN: Licence no: Container:

Receipt no: Receipt amount: $

Assignee: Received by:

qbcc | QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION

**FORM 36**
**NOTICE OF NO POOL SAFETY CERTIFICATE**

## 4. DETAILS OF PROPERTY PURCHASER

Title: Mr / Mrs / Miss / Ms / Other

Surname

First Name

Postal Address

State    Postcode

Mobile    Home Phone

Email

## 5. PROPOSED DATE OF SETTLEMENT OR ACCOMMODATION AGREEMENT

✔ Sale    Lease

Date can be amended and initialed by the owner if the settlement or accommodation agreement date changes after this form is completed.

Date (DD/MM/YYYY): 31/08/2027

## 6. PROPERTY OWNER'S DECLARATION

I declare that the information provided in this form is true and correct to the best of my knowledge; there is no pool safety certificate in effect for the pool; and I will give this form to the required parties in accordance with the *Building Act 1975*.

Name of Owner: JAY STEVENSON

Signature of Owner: [signature]

Date (DD/MM/YYYY): 06/05/2026

**FORM 36 IS NOT PROPERLY COMPLETED UNLESS ALL RELEVANT DETAILS ARE PROVIDED.**
**It is recommended the seller maintain a record of giving this form to the required parties.**

**The owner or authorised person acting on behalf of the owner must submit completed form to:**
Email - **poolsafety@qbcc.qld.gov.au**
Post - **GPO Box 5099, Brisbane, QLD. 4001**
In person - QBCC service centres are listed on our website **qbcc.qld.gov.au.**