

**BODY CORPORATE AND COMMUNITY MANAGEMENT ACT
DISCLOSURE STATEMENT**

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

SELLER: NPG DEVELOPMENTS NO 1 PTY LTD A.C.N. 648 999 375

BUYER:

1. PROPOSED LOT BEING PURCHASED:

Proposed Lot: As shown on the Disclosure plan attached as **Annexure 1**
In the **La Mer Victoria Point** Community
proposed: Titles Scheme
 ("the scheme")

Which is proposed to cancel:

Legal Lot 101 on RP 80210
Description:
Title 12971069
Reference:

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:

31 December 2024

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 5 ½ years 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
of: Level 1, 621 Wynnum Road
Morningside Qld 4170
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 The Seller does not intend to cause the body corporate to appoint a Letting Agent for the Scheme.
- 5.3 The Seller does not intend to cause the body corporate to appoint a Service Contractor (Caretaker) for the Community Titles Scheme.
- 5.4 Upon establishment of the Community Titles Scheme, the Seller will cause the Body Corporate to appoint:

Spel Environmental Pty Ltd A.C.N. 151 832 629

of: 130 Sandstone Place
Parkinson QLD 4115
P: 07 3271 6960
maintenance@spel.com.au

as a service contractor to provide:

- a) Maintenance services of the SPEL Stormsack and SPEL Filter Treatment train system to the Body Corporate

- 5.4.1 The **terms of the engagement** are set out in the proposed Equipment Maintenance Agreement attached hereto as “**Annexure 6**” (“Equipment Maintenance Agreement”);
- 5.4.2 The **estimated cost** of the engagement to the Body Corporate for the first year after the scheme is established, assuming that the Body Corporate acquires the SPEL equipment from SPEL Environmental Pty Ltd A.C.N. 148 958 061 through supply arrangements derived through the Equipment Maintenance Agreements, is set out in the draft budgets **attached** hereto as “Annexure 2”
- 5.4.3 The **proportion** of the costs to be borne by the owner of the Lot for the first year is \$138.25.
- 5.4.4 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 proposes to cause the Body Corporate to acquire the following Body Corporate Assets after the establishment of the scheme. Those assets are listed in the Asset List attached hereto as Annexure 7;

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 SPEL Equipment Maintenance Agreement
- 11.7 Asset List

Signing by Seller

Date:

NPG DEVELOPMENTS NO 1 PTY LTD A.C.N. 648 999 375



Seller/Authorised Representative/Director/Sole
Director and Secretary
Date:

Seller/Authorised Representative/Director/Sole
Director and Secretary
Date:

(* Note: 2 signatories required unless signed by sole director or sole director and secretary)

Signing by Buyer(s) (individuals or individual trustees)



Buyer 1 Signature

Date:

In the presence of:



Witness Signature



Witness to print name



Buyer 2 Signature

Date:

In the presence of:





Witness Signature



Witness to print name

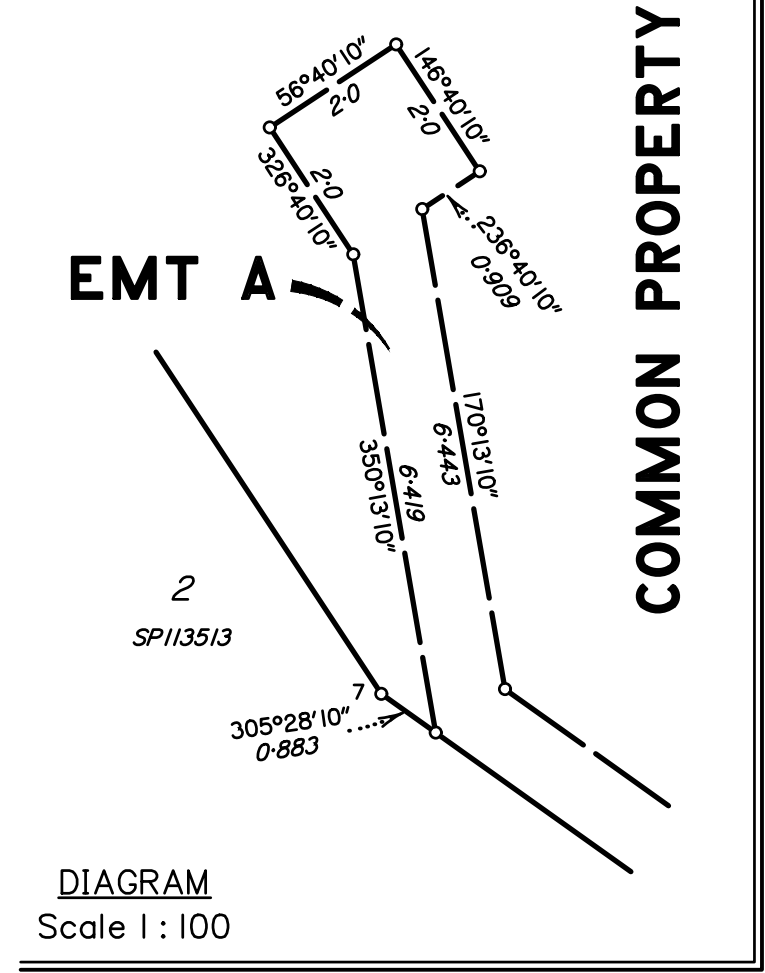
**Who acknowledges having received and read this statement from the Seller
before entering into the contract**

Signing by Buyer(s) (company or company trustee)

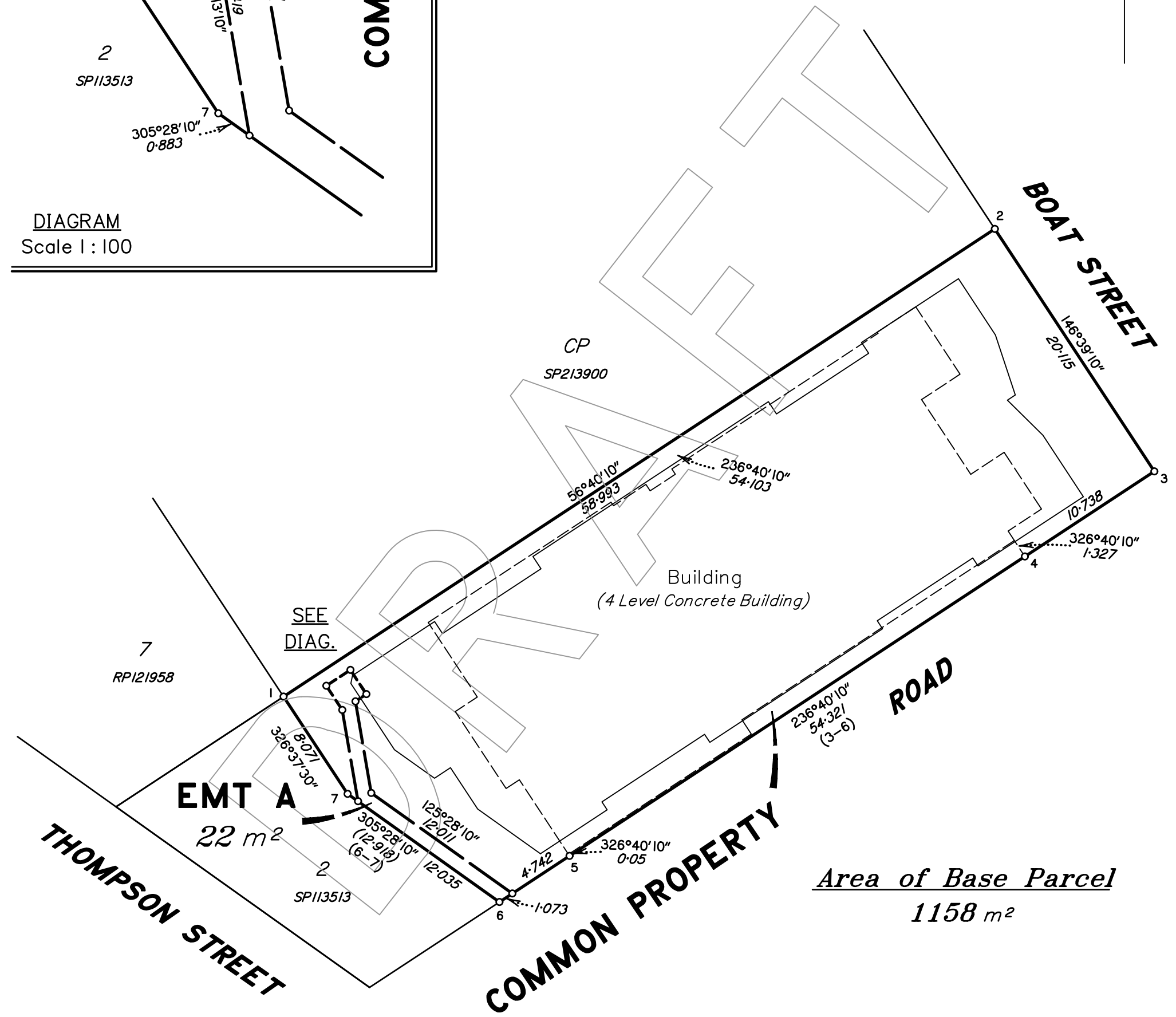
| | |
|--|---|
| | |
| Buyer's Name (please print) | ACN/ABN |
|  |  |
| Director/**Sole Director and Secretary | Director/ Secretary |
| Date: | Date: |
| (** Note: 2 signatories required unless signed by sole director or sole director and secretary) | |
| Who acknowledges having received and read this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

ANNEXURE 1

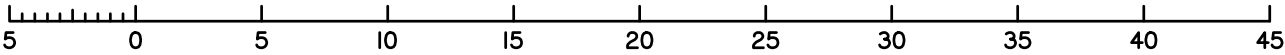
DISCLOSURE PLAN



Peg placed at all new corners,
unless otherwise stated.



Scale 1:300 - Lengths are in metres.



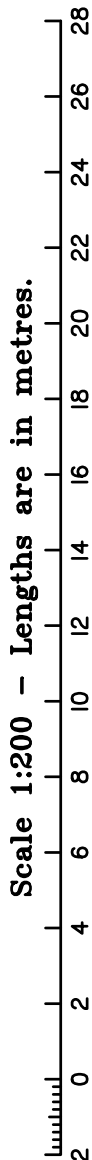
| | |
|---|--------------------------|
| 0 50mm 100mm 150mm State copyright reserved. | |
| Plan of Lots 101-104, 201-204, 301-304 & Common Property and Easement A in Common Property | |
| Cancelling Lot 101 on RP80210 | |
| LOCAL GOVERNMENT: REDLAND CITY | LOCALITY: VICTORIA POINT |
| Meridian: MGA Zone 56 Vide GNSS | Survey Records: No |
| Scale: 1:300 Format: BUILDING | |
| SP330836 | |

Fyfe Pty Ltd (ACN 008 116 130) hereby certify that the land comprised in this plan was surveyed by the corporation, by Peter Douglas STEVENSON, Cadastral Surveyor, for whose work the corporation accepts responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 00/00/2022.

Date Authorised Delegate

| | | | | |
|---|--------------------|--|------|---------------------|
| Land Title Act 1994 ; Land Act 1994 Form 21B Version 2 | | <div>WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</div> <div>Sheet2of6</div> | | |
| (Dealing No.) | | 4. Lodged by | | |
| | | (Include address, phone number, reference, and Lodger Code) | | |
| I. Existing | | Created | | |
| Title Reference | Description | New Lots | Road | Secondary Interests |
| | Lot 101 on RP80210 | 101–104, 201–204, 301–304 & Common Property | ———— | EMT A |
| <div>DRAFT</div> | | | | |
| | | | | |
| | | | | |
| ? | | POR ??? | | |
| Lots | | Orig | | |
| 2. Orig Grant Allocation : | | 5. Passed & Endorsed : | | |
| 3. References : | | By : Fyfe Pty Ltd (ACN 008 116 130) | | |
| Dept File : | | Date : | | |
| Local Govt : | | Signed : | | |
| Surveyor : 42141–3 | | Designation :Delegate, Cadastral Surveyor | | |
| | | 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/Director* Date *delete words not required | | |
| | | 7. Lodgement Fees : Survey Deposit \$..... Lodgement \$.....New Titles \$..... Photocopy \$..... Postage \$..... TOTAL \$..... | | |
| | | 8. Insert Plan Number SP330836 | | |

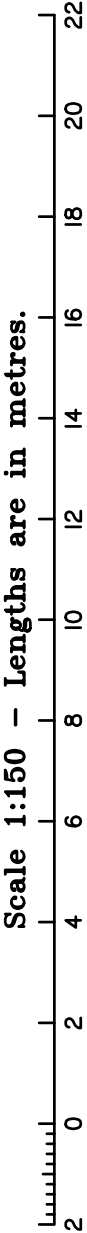
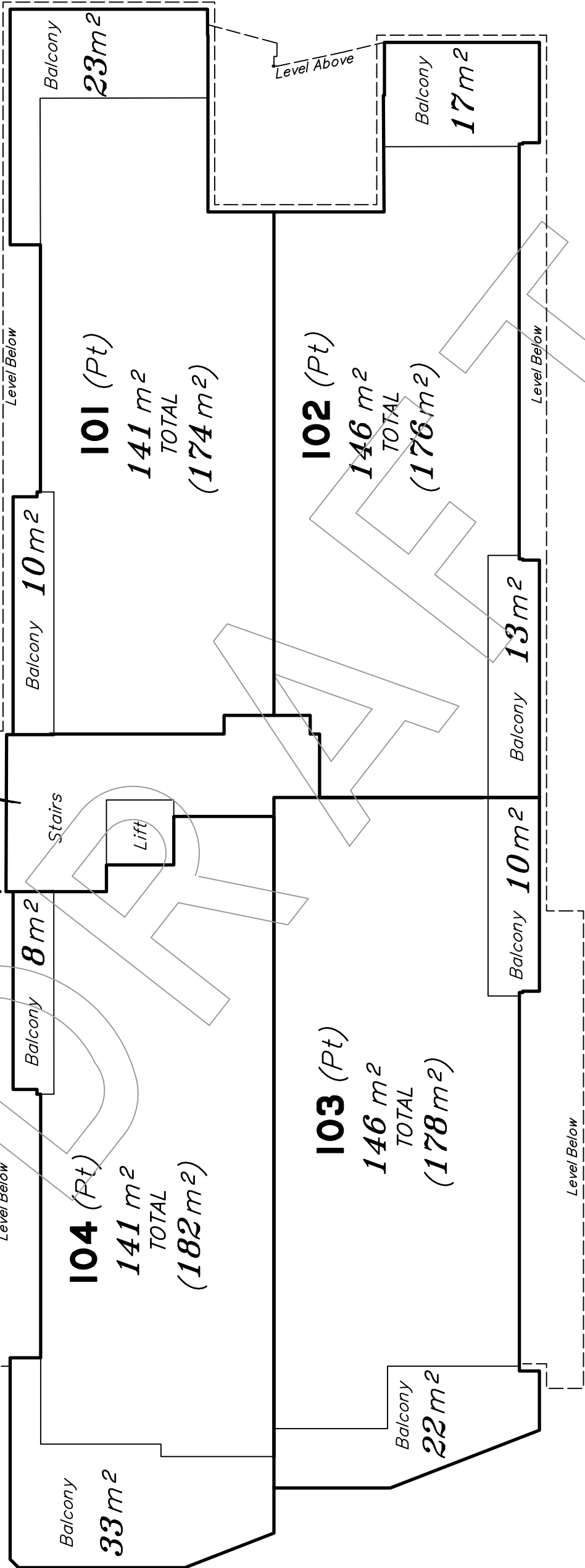
BOAT STREET



LEVEL B

COMMON PROPERTY

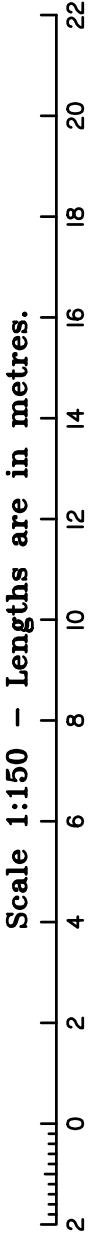
COMMON PROPERTY



LEVEL C

COMMON PROPERTY

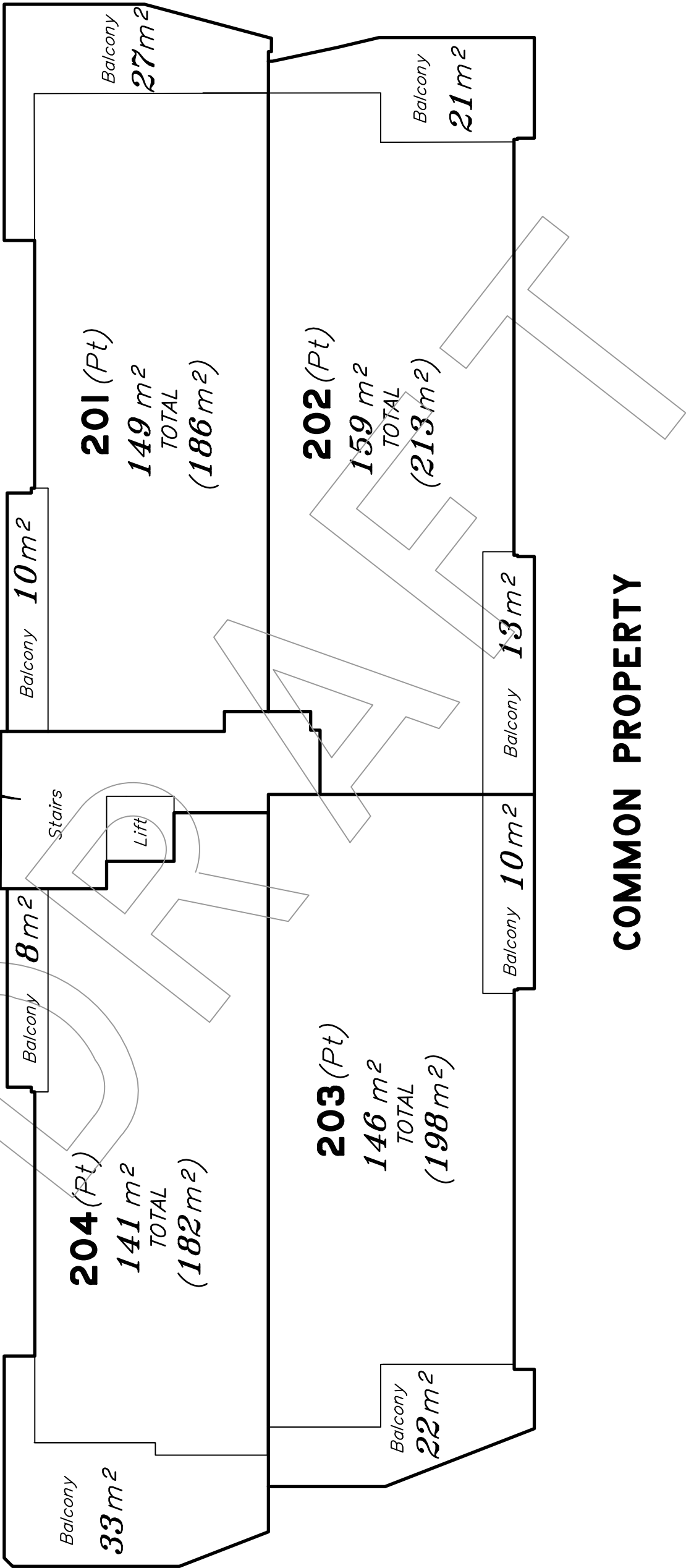
COMMON PROPERTY



Insert
Plan
Number

State copyright reserved.

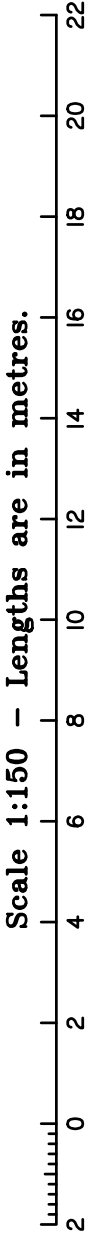
SP330836



LEVEL D

COMMON PROPERTY

COMMON PROPERTY



ANNEXURE 2

DRAFT BODY CORPORATE BUDGET AND LOT ENTITLEMENTS

PROPOSED ANNUAL BUDGETS

Body Corporate for 'La Mer Victoria Point' Community Titles Scheme _ _ _ _ _

Body Corporate First Financial Year

| | |
|--|---|
| Number of Lots | 12 |
| Total Contribution Lot Entitlements | 120 <i>Using Equality Principle</i> |
| Total Contribution Interest Entitlements | 998 <i>Using Market Value Principle</i> |

| ADMINISTRATION FUND | First Financial Year Budget | REMARKS |
|---|--------------------------------|---|
| Accountant Fees | \$ 250.00 | Income Tax + Audit |
| Body Corporate Administration Management | \$ 2,400.00 | \$200.00 per lot per annum + allow CPI increase |
| Licences Fees - Software | \$ 216.00 | Online access - StrataMAX |
| Insurance (Other) | \$ 2,200.00 | Insurance Premium (2nd Year accrual) Not relating to BSI |
| Garden & Grounds - Maintenance | \$ 1,976.00 | Fortnightly Garden Maintenance |
| Cleaning - Maintenance | \$ 2,200.00 | Weekly Cleaning Common Areas |
| Repairs & Maintenance - Minor Building Maintenance | \$ 250.00 | If not under warranty and/or defect liability period |
| Repairs & Maintenance- Plumbing | \$ 250.00 | If not under warranty and/or defect liability period |
| Repairs & Maintenance - Electrical | \$ 250.00 | If not under warranty and/or defect liability period |
| Stormwater - Inspection & Maintenance | \$ 1,659.00 | SPEL Agreement |
| Bin Cleaning | \$ 500.00 | Monthly bin cleaning |
| Pool Maintenance | \$ 1,800.00 | Regular Maintenance - Pool |
| Fire Maintenance | \$ 2,500.00 | Annual Fire Compliance & Maintenance |
| Lift Maintenance | \$ 1,000.00 | Lift Maintenance (1st year free, accrual for second year) |
| Lift Sim Card | \$ 240.00 | NBN Compliant Lift Phone & Sim Card Required |
| Utilities - Electricity | \$ 3,000.00 | Common Property |
| Utilities - Water Rates | \$ 1,600.00 | Common Property & Pool |
| Compliance - Pool & Lift | \$ 500.00 | Lift Registration & Pool Compliance Certificate |
| Pest Control + Termite | \$ 800.00 | Pest Control & Termite Warranty Protection Inspection |
| Sundry Expenses | \$ 145.55 | Common Seal Stamp & Miscellaneous items |
| Subtotal | \$ 23,736.55 | |
| GST | \$ 545.45 | |
| TOTAL PROPOSED ADMINISTRATIVE FUND EXPENDITURE | \$ 24,282.00 | |

| INSURANCE Premium - ADMINISTRATION Fund | First Financial Year BUDGET | REMARKS |
|--|--------------------------------|---|
| INSURANCE Premium - ADMINISTRATION Fund | \$ 9,331.30 | Quote Only BSI Portion & Accrual for Second Year . The Insurance Premium will be paid by the Original Owner in the first year |
| Subtotal | \$ 8,483.00 | |
| GST | \$ 848.30 | |
| TOTAL PROPOSED SINKING FUND EXPENDITURE | \$ 9,331.30 | |

| SINKING FUND | First Financial Year BUDGET | REMARKS |
|--|--------------------------------|--|
| Sinking Fund Costs | \$ 6,480.00 | Estimate ONLY. Quantity Surveyor to prepare Sinking Fund Forecast Report |
| Subtotal | \$ 5,890.91 | |
| GST | \$ 589.09 | |
| TOTAL PROPOSED SINKING FUND EXPENDITURE | \$ 6,480.00 | |

Body Corporate for 'La Mer Victoria Point' Community Titles Scheme -----

Proposed Lot Entitlements & Contributions

| | |
|---|-----------|
| Total Number of Lots | 12 |
| Total Contribution Schedule Lot Entitlements (CSLE) | 120 |
| Total Interest Schedule Lot Entitlements (ISLE) | 998 |
| Administration Fund per Contribution Schedule Lot Entitlement | \$ 202.35 |
| Insurance (Administration) Fund per Interest Schedule Lot Entitlement | \$ 9.35 |
| Sinking Fund Per Contribution Schedule Lot Entitlement | \$ 54.00 |

| Lot No. | Contribution Entitlement (CSLE) | Interest Entitlement (ISLE) | Annual Administration Fund Levy | #Annual Insurance Administration Fund Levy | ^Annual Sinking Fund Levy | Total Annual Levies | Quarterly Levies | Weekly Levies | **BCM Agreement |
|--------------|---------------------------------|-----------------------------|---------------------------------|--|---------------------------|---------------------|------------------|---------------|-----------------|
| 101 | 10 | 63 | \$ 2,023.50 | \$ 589.05 | \$ 540.00 | \$ 3,152.55 | \$ 788.14 | \$ 60.63 | \$ 220.00 |
| 102 | 10 | 63 | \$ 2,023.50 | \$ 589.05 | \$ 540.00 | \$ 3,152.55 | \$ 788.14 | \$ 60.63 | \$ 220.00 |
| 103 | 10 | 63 | \$ 2,023.50 | \$ 589.05 | \$ 540.00 | \$ 3,152.55 | \$ 788.14 | \$ 60.63 | \$ 220.00 |
| 104 | 10 | 65 | \$ 2,023.50 | \$ 607.75 | \$ 540.00 | \$ 3,171.25 | \$ 792.81 | \$ 60.99 | \$ 220.00 |
| 201 | 10 | 88 | \$ 2,023.50 | \$ 822.80 | \$ 540.00 | \$ 3,386.30 | \$ 846.58 | \$ 65.12 | \$ 220.00 |
| 202 | 10 | 88 | \$ 2,023.50 | \$ 822.80 | \$ 540.00 | \$ 3,386.30 | \$ 846.58 | \$ 65.12 | \$ 220.00 |
| 203 | 10 | 88 | \$ 2,023.50 | \$ 822.80 | \$ 540.00 | \$ 3,386.30 | \$ 846.58 | \$ 65.12 | \$ 220.00 |
| 204 | 10 | 86 | \$ 2,023.50 | \$ 804.10 | \$ 540.00 | \$ 3,367.60 | \$ 841.90 | \$ 64.76 | \$ 220.00 |
| 301 | 10 | 98 | \$ 2,023.50 | \$ 916.30 | \$ 540.00 | \$ 3,479.80 | \$ 869.95 | \$ 66.92 | \$ 220.00 |
| 302 | 10 | 100 | \$ 2,023.50 | \$ 935.00 | \$ 540.00 | \$ 3,498.50 | \$ 874.63 | \$ 67.28 | \$ 220.00 |
| 303 | 10 | 98 | \$ 2,023.50 | \$ 916.30 | \$ 540.00 | \$ 3,479.80 | \$ 869.95 | \$ 66.92 | \$ 220.00 |
| 304 | 10 | 98 | \$ 2,023.50 | \$ 916.30 | \$ 540.00 | \$ 3,479.80 | \$ 869.95 | \$ 66.92 | \$ 220.00 |
| Total | 120 | 998 | \$ 24,282.00 | \$ 9,331.30 | \$ 6,480.00 | | | | |

This levy includes allocation for 2nd year Insurance and is based on an annual building premium that has been calculated at building costs and insurance rates estimated at the completion of building. This levy may vary if building costs or insurance rates vary from the estimated rates. The Insurance Premium will be paid by the Original Owner in the first year & recovered from owners in accordance with the ISLE.

* Please note, these fees are estimated as the total for all lots in stage 1 for 12 months for the respective agreements. This fee is already included in the Administration Fund Budget

^ This levy is an estimate only. A Quantity Surveyor is recommended to complete a formal Sinking Fund Forecast Report to give exact figures for each annual Sinking Fund levy.

ANNEXURE 3

PROPOSED COMMUNITY MANAGEMENT STATEMENT

Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain the publicly searchable records. For more information see the Department's website.

| | | |
|--|--|--------------------|
| 1. Nature of request | Lodger (Name, address & phone number) | Lodger Code |
| REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR LA MER VICTORIA POINT COMMUNITY TITLES SCHEME | McCarthy Durie Lawyers Po Box 178 Cleveland, Qld 4163 (07) 3370 5100 stepheng@mdl.com.au | BE223A |
| 2. Lot on Plan Description | Title Reference | |
| Lot 101 on RP 80210 | 12971069 | |
| 3. Registered Proprietor/State Lessee | | |
| NPG DEVELOPMENTS NO 1 PTY LTD A.C.N. 648 999 375 | | |
| 4. Interest | | |
| NOT APPLICABLE | | |
| 5. Applicant | | |
| NPG DEVELOPMENTS NO 1 PTY LTD A.C.N. 648 999 375 | | |
| 6. Request | | |
| I hereby request that: the First Community Management Statement (enclosed) be recorded as the Community Management Statement for LA MER VICTORIA POINT Community Titles Scheme and that: | | |
| Po Box 7657 East Brisbane, Qld 4169 | | |
| be recorded as the address for service of the body corporate for the scheme. | | |
| 7. Execution by applicant | | |

/ /
Execution Date

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

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

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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

LA MER VICTORIA POINT Community Titles Scheme

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for LA MER VICTORIA POINT Community Titles Scheme

4. Scheme land

Lot on Plan Description

Title Reference

Lots 101 – 104 SP330836

Lots 201 – 204 SP330836

Lots 301 – 304 SP330836

Common Property for LA MER VICTORIA POINT
Community Titles Scheme

To issue from
12971069

5. #Name and address of original owner

NPG Developments No 1 Pty Ltd A.C.N. 648 999 375
18 Captains Court
CLEVELAND QLD 4163

6. Reference to plan lodged with this statement

SP330836

7. New 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

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/~~Consent of body corporate~~

/ /

Execution Date

Director

/ /

Execution Date

Director *Execution

NPG DEVELOPMENTS NO 1 PTY LTD A.C.N. 648 999
375

*Original owner to execute for a first community management statement

*Body corporate to execute for a new community management statement

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain the publicly searchable records. For more information see the Department's website.

| SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS | | | | | |
|--|-----|----|----------|---------------------|-----------------|
| Lot on Plan | | | | Contribution | Interest |
| Lot | 101 | on | SP330836 | 10 | 63 |
| Lot | 102 | on | SP330836 | 10 | 63 |
| Lot | 103 | on | SP330836 | 10 | 63 |
| Lot | 104 | on | SP330836 | 10 | 65 |
| Lot | 201 | on | SP330836 | 10 | 88 |
| Lot | 202 | on | SP330836 | 10 | 88 |
| Lot | 203 | on | SP330836 | 10 | 88 |
| Lot | 204 | on | SP330836 | 10 | 86 |
| Lot | 301 | on | SP330836 | 10 | 98 |
| Lot | 302 | on | SP330836 | 10 | 100 |
| Lot | 303 | on | SP330836 | 10 | 98 |
| Lot | 304 | on | SP330836 | 10 | 98 |
| TOTALS | | | | 120 | 998 |

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 Equality Principle has been used to determine the Contribution Schedule Lot Entitlements. It is anticipated that all lots will place the same or similar demands upon the Body Corporate for the repair and maintenance of Common Property within the Scheme

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.

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 |
|-------------------|--|
|-------------------|--|

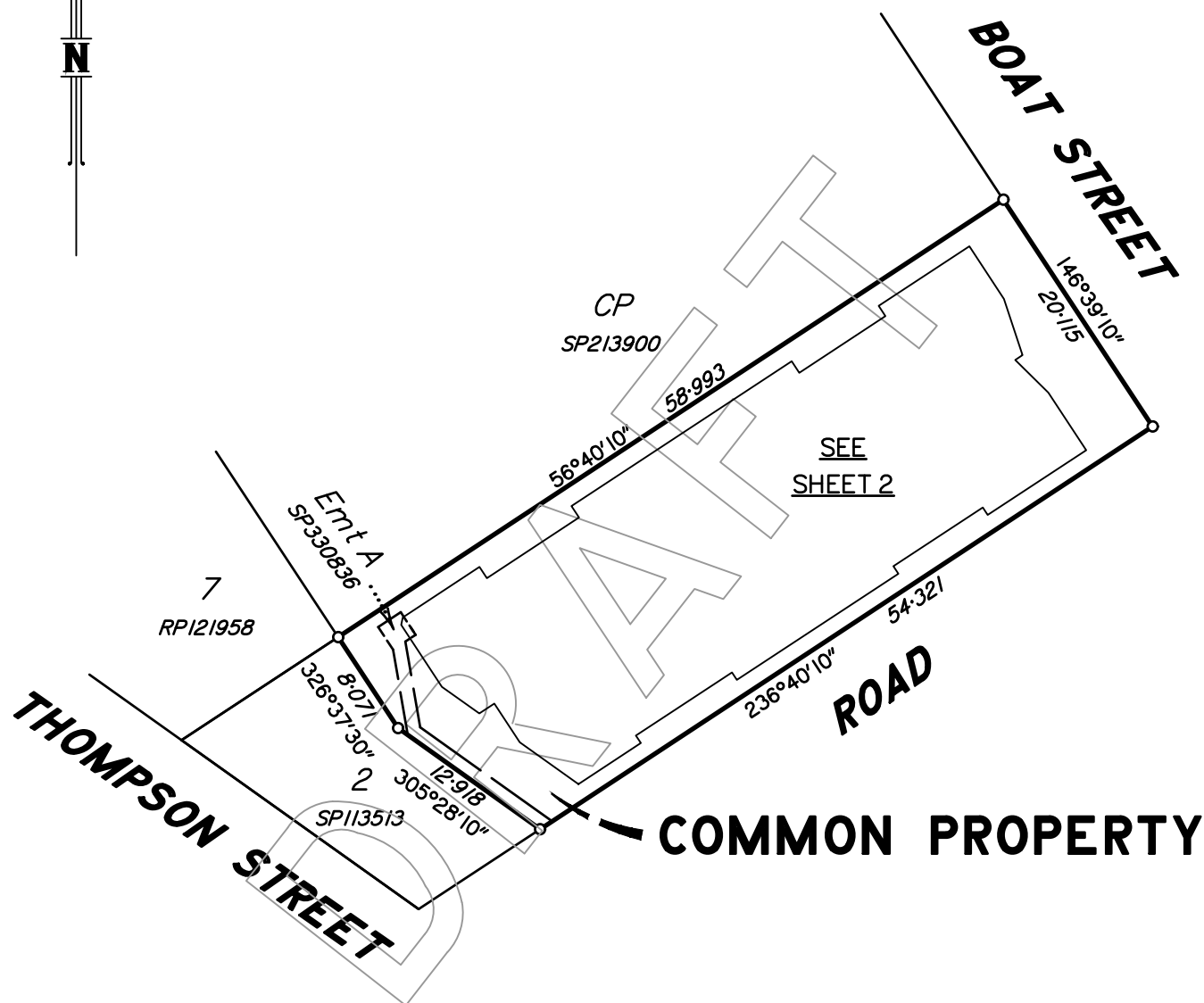
1 STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM

- 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 | 101 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer. | B |
| Lot | 102 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 103 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 104 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 201 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 202 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 203 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 204 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 301 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 302 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 303 | on | SP330836 | Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support | B |
| Lot | 304 | on | SP330836 | 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 | 101 | on | SP330836 | Area | CP19, CP20 | on Plan No | A | Car Parking |
| Lot | 102 | on | SP330836 | Area | CP23, CP24 | on Plan No | A | Car Parking |
| Lot | 103 | on | SP330836 | Area | CP01, CP02 | on Plan No | A | Car Parking |
| Lot | 104 | on | SP330836 | Area | CP21, CP22 | on Plan No | A | Car Parking |
| Lot | 201 | on | SP330836 | Area | CP03, CP04 | on Plan No | A | Car Parking |
| Lot | 202 | on | SP330836 | Area | CP05 | on Plan No | A | Car Parking |
| Lot | 203 | on | SP330836 | Area | CP06 | on Plan No | A | Car Parking |
| Lot | 204 | on | SP330836 | Area | CP07, CP08 | on Plan No | A | Car Parking |

0
025m
50mm50m
100mm75metres
150mm

NOTE: The scale bar above determines the size of the original plan. A4



BRISBANE
Lvl 3, 120 Edward Street GPO Box 1272 T 61 7 3837 9000
Brisbane QLD 4000 Brisbane QLD 4001 www.fyfe.com.au

Plan of Exclusive Use Areas CP01 - CP08 & CP19 - CP24 in Common Property (Level A) of ' on SP330836 CTS

Fyfe Pty Ltd (ACN 008 116 130), certify that the details shown in this sketch plan are correct.

LOCALITY VICTORIA POINT LOCAL GOVERNMENT REDLAND CITY
MERIDIAN SP.330836 OUR REF 42141-3

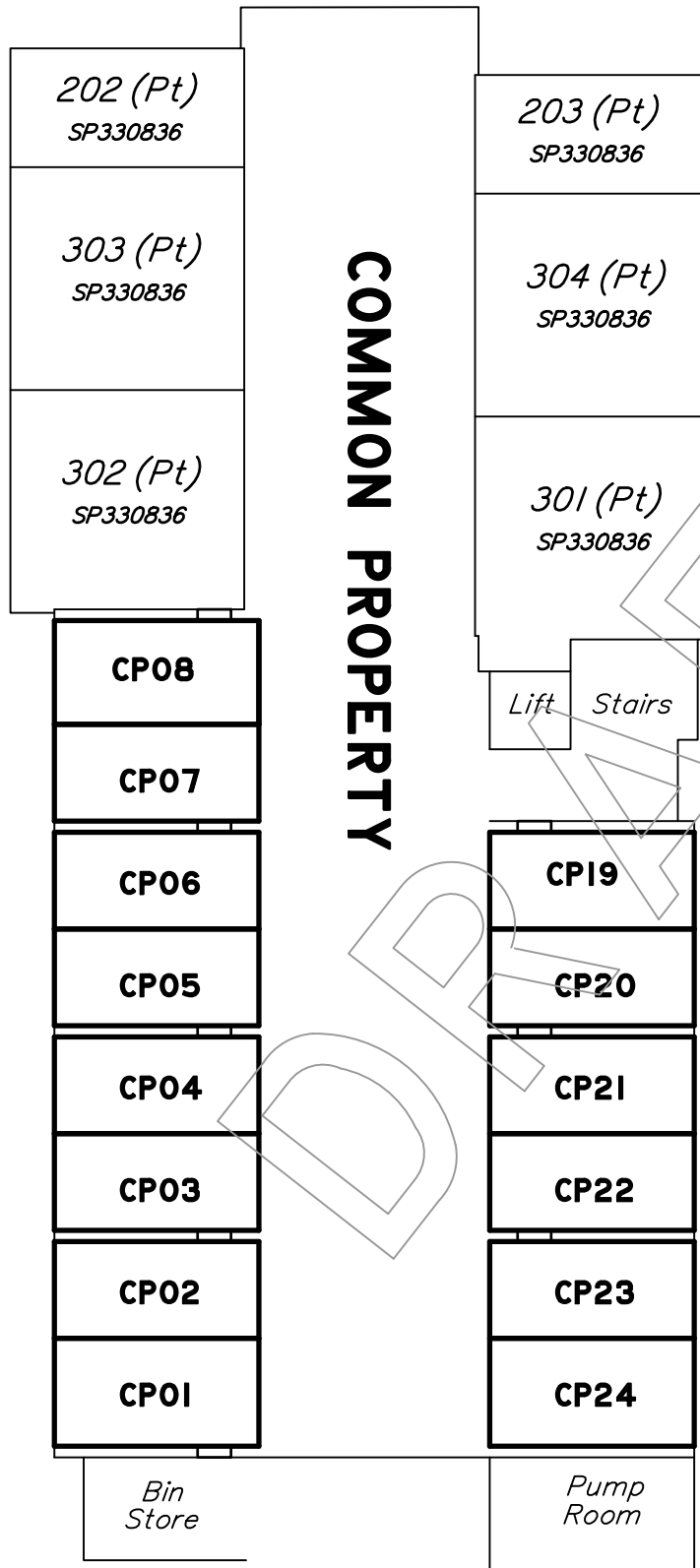
SCALE **See Scale Bars Above**

Drawing No. **42141-3_EUA_REVC**

Sheet 1 of 2

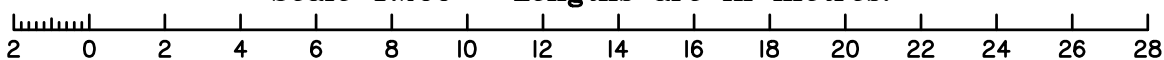
Authorised Delegate

Date

EXCLUSIVE USE CAR PARK AREAS

| <i>EUA</i> | <i>AREA</i> | <i>DIMENSION</i> |
|------------|------------------|------------------|
| CP01 | 14m ² | 5.4 x 2.6 |
| CP02 | 14m ² | 5.4 x 2.6 |
| CP03 | 14m ² | 5.4 x 2.6 |
| CP04 | 14m ² | 5.4 x 2.6 |
| CP05 | 14m ² | 5.4 x 2.6 |
| CP06 | 14m ² | 5.4 x 2.6 |
| CP07 | 14m ² | 5.4 x 2.6 |
| CP08 | 14m ² | 5.4 x 2.6 |
| CP19 | 14m ² | 5.4 x 2.6 |
| CP20 | 14m ² | 5.4 x 2.6 |
| CP21 | 14m ² | 5.4 x 2.6 |
| CP22 | 14m ² | 5.4 x 2.6 |
| CP23 | 14m ² | 5.4 x 2.6 |
| CP24 | 14m ² | 5.4 x 2.6 |

Scale 1:200 – Lengths are in metres.



ANNEXURE 4

PROPOSED BODY CORPORATE MANAGEMENT AGREEMENT



Body Corporate Management

Strata Essentials + Professional Expertise

La Mer Victoria Point CTS 0

Services tailored for schemes with up to 20 lots

bcsystems
— strata managers and consultants

bcsystems.com.au | (07) 3899 0299

Leading strata management



Strata management done excellently

For over 28 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 28 years. Unlike many others, our business remains privately owned and operated.

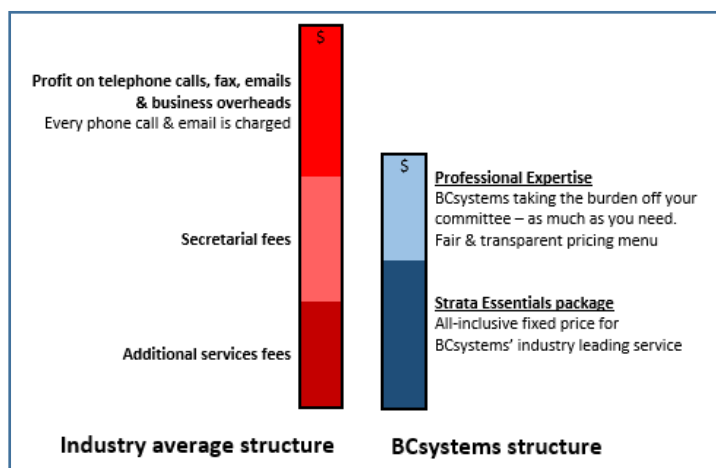
Your body corporate management is done by the people you know, right here in Brisbane. We know that the 'one size fits all' approach doesn't work, that's why we provide a tailored service to your committee, right when you need it.

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.



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 | ✓ | - | - | - | - | - | - | - | - | - |

*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 _____ day of _____ 20_____.

BETWEEN

The Body Corporate for La Mer Victoria Point CTS 0
of 24 Boat Street, Victoria Point QLD 4165
(*"the Body Corporate"*)

AND

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



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 (e.g. an information certificate under section 205 of the Act);
 - ii. services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); 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: | 1 June 2024 |
| Ending on: | 31 May 2025 |

| | |
|---|---------------------|
| 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) | \$150.00 | per lot per year |
| + Fixed fee for Agreed Services disbursements (item E) | \$50.00 | 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 | \$23 (to debtor) |
| 35 days – Second notice | \$35 (to debtor) |
| 55 days – Third notice (to all known details) | \$65 (to debtor) |
| 75 days - Letter of demand + investigation | \$135 (to debtor) |
| Engage solicitor + hand over file for legal claim | \$150 (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 |



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 Manager 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.



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.

Execution by Body Corporate without seal – may be required due to lack of seal, or lack of ability to have document executed properly under seal (i.e. counterparts etc)

Body Corporate Execution

Signed for and on behalf of the Body Corporate for La Mer Victoria Point CTS 0 by its duly authorised representatives:
The Common Seal of the Body Corporate was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

| | | | |
|-------|--------------------------------|-------|--------------------------------|
| _____ | 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

SPEL Equipment Maintenance Agreement



spelstormwater
joy in water



MC 36319

**24 BOAT STREET,
VICTORIA POINT,
QLD**

QLD Office

130 Sandstone Place, Parkinson,
QLD, 4115

P 07 3271 6960

E maintenance@spel.com.au

Page 40

Estimated and drafted on this date: 19 July 2022

SPEL STORMWATER QUALITY TREATMENT DEVICE MAINTENANCE AGREEMENT**FOR****MC 36319 – 24 BOAT STREET, VICTORIA POINT, QLD**

This Equipment Maintenance Agreement (the "Maintenance Agreement") is made and effective
__/__/__

BETWEEN: SPEL Environmental Pty Ltd T/A SPEL Stormwater (the "Service Provider"), of
100 Silverwater Rd Silverwater NSW 2128

AND: _____ (the "Client") of

SUMMARY

**This 10 year maintenance contract covers the monitoring and servicing of the
SPEL Stormsacks and SPEL Filters at 24 Boat Street, Victoria Point, QLD**

Where the Client has requested the provision of maintenance and the Service Provider is willing to provide such services as per the terms of this agreement both parties agree to:

1. WARRANTY

SPEL operational warranty on the Stormsack and SPEL Filter is in place for as long as there is an active maintenance regime with SPEL on the specified units.

- Excludes construction silt loads
- Excludes unusual/accidental silt loads
- SPEL maintains the site

Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied with the manufacturer's instructions in relation to installation, maintenance and operation of the said goods.

2. MAINTENANCE CALLS

Service Provider agrees to provide maintenance service including three [3] times maintenance visit annually and interim calls as required at the installation address specified above on the equipment listed. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. The new charges shall become effective upon the date specified in the renewal invoice. Client calls hereunder are restricted to the normal working hours of the Service Provider.

All service commenced outside of Service Provider's normal working hours will be charged at published rates for service time and expense only.

3. SERVICES

The following services are included:

Maintenance Summary

The SPEL Stormsack and SPEL Filter treatment train system will be inspected in accordance with the Maintenance Manual.

Maintenance Triggers

The basic activities included in the maintenance contract are as follows:

- Visual inspection of the stormsack and filter conditions per service
- If there is 150mm of silt build up, it will be vacuumed out at an additional cost. Costing to be confirmed at time of activity and will be additional cost to the standard contract value outlined below.

Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Service Provider are used. Service Provider shall have full and free access to the equipment to provide service thereon. If persons other than Service Provider's representatives perform maintenance or repairs, and as a result further work is required by Service Provider to restore the equipment to operating condition, such repairs will be billed at Service Provider's published time and material rates then in effect.

4. ANNUAL RATE FOR SERVICES

4.1 INCLUSIONS

| ACTIVITY | FREQUENCY [subject to site characteristics] | COST BREAK-DOWN [subject to CPI index] |
|--|--|--|
| Inspection and Maintenance: 2 SPEL Stormsacks and 9 cartridges SPEL Filter system - Visual inspection of the Stormsacks, vault and filter conditions - SPEL technician to empty the Stormsacks bag. | Every four months | \$1,659.00 per annum |
| Replacement Factors: -SPEL Stormsack bags and SPEL Filter replacement -Allowance for 3 times change out of Stormsacks and 1 time replacement of Filters throughout the 10 year period. -All old SPEL Filters and Stormsack bags removed, disposed and replaced. Note: The vault to be cleaned out via a vacuum truck prior to installation of the new filter units, price on application. | Based on the [site] stormwater treatment train and past experience we estimate the life of the SPEL Filters to be between 6 - 8 years. The Stormsack bags to be changed out in year 3, 6 and 9. | 1 x Labour, travel expenses 6 x SPEL Stormsack bags Replacement 9 x SPEL Filters Replacement Total once in 10 years = \$27,059.00 Per annum = \$2,706.00 |
| SUMMARY | | |
| Replace the Stormsacks and Filters in accordance with above in 10 years, turnkey operation | | |
| <ul style="list-style-type: none"> Inspection and Maintenance: \$1,659.00 per annum Replacement Factors: \$2,706.00 per annum Total Investment Value Per Annum: \$4,365.00 + (GST) | | |

The annual rate for maintenance of SPEL Stormsack & SPEL Filter for a 10 year term is \$4,365.00 + (GST) and shall be paid upon receipt of invoice. The annual rate shall be indexed by CPI + 1% at each annual renewal date. Any payment not made by the 30th day of the month shall be considered overdue and in addition to Service Provider's other remedies, Service Provider may levy a late payment charge equal to 4% per month on any overdue amount. SPEL to send maintenance report per service.

4.2 EXCLUSIONS

| ACTIVITY | FREQUENCY [subject to site characteristics] | COST BREAK-DOWN [subject to CPI index] |
|--|--|--|
| Vacuum out, removal and disposal of pollutants | When necessary, based on the maintenance inspection and report | This is an additional cost to the regular maintenance contract and has not been included in the annual rate indicated below. Costing to be confirmed at time of activity based on extent of pollutants removed and disposed. |

5. PAYMENTS

For service as specified above on the equipment listed, the undersigned Client agrees to pay in advance the total annual charge specified above to Service Provider, in accordance with the terms specified on the face of the invoice. There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including GST.

6. BINDING AGREEMENT

The undersigned Client represents that he is the owner of the equipment, or that they have the owner's authority to enter into this agreement.

This Agreement is subject to acceptance by Service Provider. It takes effect on the date written above and continues in effect for one year and will remain in force thereafter, with automatic annual renewal at the indexed rates, until cancelled in writing by either party or at the end of contract period – whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

Client Signature

SPEL Environmental Pty Ltd T/A SPEL Stormwater
100 Silverwater Rd Silverwater NSW 2128

Authorized Signature

Authorized Signature

Name:

Name:

Date:

Date:

Billing Entity:

ABN:

Contact:

Phone:

Billing address:

Accounts Email:

ANNEXURE 7

Body Corporate Asset List

| Asset | Value |
|-----------------|------------|
| 1 x outdoor BBQ | \$4,000.00 |