

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99  
Form 2, Version 1 | Effective from: 1 August 2025

**WARNING TO BUYER** – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

**WARNING** – You must be given this statement before you sign the contract for the sale of the property.

**This statement does not include information about:**

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

## Part 1 – Seller and property details

Seller GRANT MICHAEL MCGREGOR and KARITA ROBYN HUMPHRIES

Property address 1285 Anzac Avenue KALLANGUR QLD 4503  
(referred to as the “property” in this statement)

Lot on plan description LOT 15 on REGISTERED PLAN 84489

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:	
	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, refer to Part 6 of this statement for additional information</i>	<i>If <b>No</b>, please disregard Part 6 of this statement as it does not need to be completed</i>

## Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> <b>Yes</b>
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> <b>Yes</b>

<b>Registered encumbrances</b>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: 12/07/2025 to 17/07/2026</p> <p>» the amount of rent and bond payable: Rent \$1,080/ftnight bond \$2,160</p> <p>» whether the lease has an option to renew: none noted</p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <p>.</p>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <p>.</p>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 12/07/2025</p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 – Land use, planning and environment

**WARNING TO BUYER** – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

<b>Zoning</b>	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i> :  General residential, Suburban neighbourhood		
<b>Transport proposals and resumptions</b>	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		

\* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

<b>Contamination and environmental protection</b>	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<b>The following notices are, or have been, given:</b>		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>

<b>Trees</b>	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i>		

<b>Heritage</b>	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
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<b>Flooding</b>	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.		
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<b>Vegetation, habitats and protected plants</b>	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		
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## Part 4 – Buildings and structures

**WARNING TO BUYER** – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	Pool compliance certificate is given. OR	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice or order must be given by the seller.</i>		
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website ( <a href="https://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners.		

## Part 5 – Rates and services

**WARNING TO BUYER** – The amount of charges imposed on you may be different to the amount imposed on the seller.

<b>Rates</b>	<b>Whichever of the following applies—</b>
The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:	
Amount: 603.90	Date Range: 1/07/2025 to 30/092025
OR	
The property is currently a rates exempt lot.**	<input type="checkbox"/>
OR	
The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.	<input type="checkbox"/>

\*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

**\*\* An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.**

[illegible]

\* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

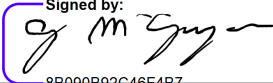
**WARNING TO BUYER** – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

**For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

Body Corporate and Community Management Act 1997	<div>The property is included in a community titles scheme. (If Yes, complete the information below)</div> <div><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div>
Community Management Statement	<div>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.<div><input type="checkbox"/> Yes</div></div> <div><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</div>
Body Corporate Certificate	<div>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.<div><input type="checkbox"/> Yes<input type="checkbox"/> No</div></div> <div><i>If No</i>— An explanatory statement is given to the buyer that states:<div><input type="checkbox"/> Yes</div><div><div>» a copy of a body corporate certificate for the lot is not attached; and</div><div>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</div></div></div>
Statutory Warranties	<div><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</div>

Building Units and Group Titles Act 1980	<div>The property is included in a BUGTA scheme (If Yes, complete the information below)</div> <div><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div>
Body Corporate Certificate	<div>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.<div><input type="checkbox"/> Yes<input type="checkbox"/> No</div></div> <div><i>If No</i>— An explanatory statement is given to the buyer that states:<div><input type="checkbox"/> Yes</div><div><div>» a copy of a body corporate certificate for the lot is not attached; and</div><div>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</div></div></div> <div><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</div>

Signatures – SELLER

Signed by:  
  
8B000B92C46F4B7...  
Signature of seller

GRANT MICHAEL MCGREGOR  
Name of seller

1/8/2025  
Date

Signed by:  
  
07E427D2DB0D49D...  
Signature of seller

KARITA ROBYN HUMPHRIES  
Name of seller

1/8/2025  
Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52792084  
Search Date: 30/07/2025 16:02

Title Reference: 50337982  
Date Created: 07/12/2000

Previous Title: 13051040

REGISTERED OWNER

Interest

Dealing No: 713129217 19/03/2010

GRANT MICHAEL MCGREGOR	TENANTS IN COMMON	1/2
KARITA ROBYN HUMPHRIES	TENANTS IN COMMON	1/2

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 15 REGISTERED PLAN 84489  
Local Government: MORETON BAY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10513138 (POR 434)
2. MORTGAGE No 713129218 19/03/2010 at 15:20  
NATIONAL AUSTRALIA BANK LIMITED A.B.N. 12 004 044 937

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

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

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]  
Requested By: D-ENQ INFOTRACK PTY LIMITED

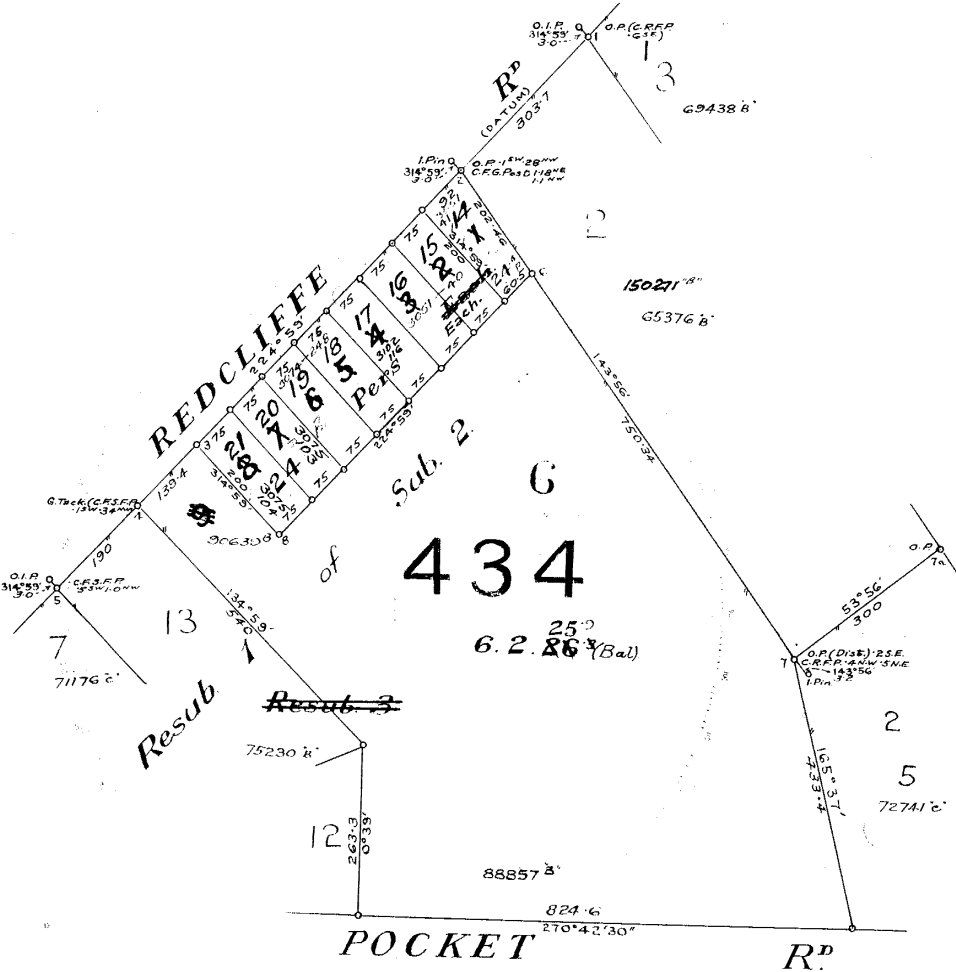


Mervyn Holmes Jenkins Brisbane  
 84489  
 68488

Brisbane First Sept.  
 1955

C.T. 130261~818~1 752308  
 Sub 6 Snc Plan No. 878988

84489  
 68488  
 f.d. Bray  
 Chairman or Mayor  
 Town or Shire  
 Clerk.



I certify that this plan has been  
 correctly copied & compiled from  
 my survey as shown in black and from  
 Plan Cat. No. 75230 in the office of the  
 Registrar of Titles Brisbane as  
 shown in brown figures here on.  
 M.H. Jenkins  
 Authd. Surveyor

Calc. BK. No. 132/178  
 Exd. 12/13/56  
 Passed 12/13/56

LOT 1 ON RP 75230  
 AMENDED DESCRIPTION  
 Note: This description takes effect upon  
 amendment of the current Title Used  
 which will be evidenced by a further  
 notation  
 Survey of Lot (s) 6 & 14 & 21  
 on R.P. 84489

Amendments by me in red  
 M.H. Jenkins  
 Authd. Surveyor. 19/3/54

Scale 1/2  
 818 23 12/13/56  
 12/13/56 12/13/56  
 Signature of Proprietor M.H. Jenkins  
 REGISTRAR OF TITLES

SURVEY 14/21  
 of Subs 6 of Resub. 1  
 of Sub 2  
 434  
 Stanley Redcliffe  
 Cat. No. 84489

B376131

B376131

For Additional Plan &  
Document Filings  
Refer to CISP

4/5/-  
60019  
~~60019~~

84489

F.N.

10-0

2-5-0

15-0-0

15-0-0

£4-5-0

27/10/55

H W BALEY & SON  
SOLICITORS  
BRISBANE.

RECEIVED  
27 OCT 1955  
At 2-25

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

Item 1

### 1.1 Lessor

Name/trading name	Karita & Grant McGregor
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Address

C/- Kindred Property Group (Aust) Pty Ltd - 425 Elizabeth Avenue		
Kippa-Ring	QLD	Postcode 4021

### 1.2 Phone

Mobile

07 3284 0512	Not Applicable
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Email

pm@kindred.com.au
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Item 2

### 2.1 Tenant/s

1. Full name/s	Krystal Froud		
Phone	0413 541 312	Email	krystala27@outlook.com
Emergency contact full name/s	Not Applicable		
Emergency contact phone	Not Applicable		
Emergency contact email	Not Applicable		

2. Full name/s	Robert Priddle		
Phone	0429 978 077	Email	priddle03@hotmail.com
Emergency contact full name/s	Not Applicable		
Emergency contact phone	Not Applicable		
Emergency contact email	Not Applicable		

3. Full name/s	Not Applicable		
Phone	Not Applicable	Email	Not Applicable
Emergency contact full name/s	Not Applicable		
Emergency contact phone	Not Applicable		
Emergency contact email	Not Applicable		

### 2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 3

### 3.1 Agent If applicable. See clause 43

Full name/trading name	Kindred Property Group (Aust) PTY LTD
------------------------	---------------------------------------

Address

425 Elizabeth Avenue		
KIPPA RING	QLD	Postcode 4021

### 3.2 Phone

Mobile

07 3284 0512	Not Applicable
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Email

pm@kindred.com.au
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# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**Item 4 Notices may be given to**

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

**4.1 Lessor**Email Yes ☐ No ☒ Not Applicable Facsimile Yes ☐ No ☒ Not Applicable**4.2 Tenant/s**Email Yes ☒ No ☐ As per item 2.1 Facsimile Yes ☐ No ☒ Not Applicable**4.3 Agent**Email Yes ☒ No ☐ pm@kindred.com.au Facsimile Yes ☐ No ☒ Not Applicable**Item 5 5.1 Address of the rental premises**

1285 Anzac Ave		
Kallangur	QLD	Postcode 4503

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

As per the Entry Condition Report (RTA Form 1a), accompanying photo's and Inventory (If applicable)

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

Not Applicable

**Item 6 6.1 The term of the agreement is** ☒ fixed term agreement ☐ periodic agreement**6.2 Starting on** 12 / 07 / 2025 **6.3 Ending on** 17 / 07 / 2026

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

**Item 7 Rent** \$ 1,080.00 per ☐ week ☒ fortnight ☐ month See clause 8(1)**Item 8 Rent must be paid on the** Friday day of each Fortnight

Insert day. See clause 8(2)

Insert week, fortnight or month

**Item 9 Methods of rent payment** Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1	See attached "Annexure A - special terms continued" - term 58
Method 2	

Details for direct credit

BSB no. Not Applicable Bank/building society/credit union Not Applicable

Account no. Not Applicable Account name Not Applicable

Payment reference 413541312

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

Online &amp; Kindred Redcliffe Office at 425 Elizabeth Avenue, Kippa-Ring

Item 10a Day of last rent increase Insert the day the rent was last increased for the premises

06 / 07 / 2024

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 11 Rental bond amount \$ 2,160.00 See clause 13

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

Electricity ☒ Yes ☐ No

Any other service that a tenant must pay ☒ Yes ☐ No

Gas ☒ Yes ☐ No

Type Internet/Foxtel/Other Services See special terms (page 11)

Phone ☒ Yes ☐ No

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

☒ Yes ☐ No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity

Any other service stated in item 12.1

Gas

See special terms (page 11)

Phone

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

Electricity Direct to provider (or to agent as reimbursement Lessor if solar rebate arrangement)

Gas Direct to provider

Phone Direct to provider

Any other service stated in item 12.1  
See special terms (page 11)

Invoiced by Kindred - To be paid within 30 days

Item 15 Number of persons allowed to reside at the premises 5 See clause 23

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

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

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

Type Cats Number 2 Type Not Applicable Number

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

Electrical repairs See attached Annexure A - special terms continued" - term 57 Phone

Plumbing repairs See attached Annexure A - special terms continued" - term 57 Phone

Other repairs See attached Annexure A - special terms continued" - term 57 Phone

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

☐ Yes

☒ No - please provide lessor contact details below

Name Kindred during office hours, outside of office hours use nominated repairers above Phone

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

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

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (**the Act**), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.  
*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -
  - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
  - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

#### 3 More than 1 lessor or tenant

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

### Division 2 Period of tenancy

#### 4 Start of tenancy

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

#### 5 Entry condition report - s 65

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

- (b) the day the tenant is given the copy of the condition report.

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

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

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

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

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

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).  
*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

## Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in a way stated in this agreement for item 9; or
  - Note* - At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement - in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) The rent must be paid at the place stated in this agreement for item 10.
- (7) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

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

### 9 Rent in advance - s 87

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

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

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

### 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.

- (5) However, the increased rent is payable by the tenant only if -
  - (a) the rent is increased in compliance with this clause; and
  - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
  - (c) the increase in rent does not relate to -
    - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
  - (a) this agreement provides for the rent increase; and
  - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

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

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

### 12 Rent decreases - s 94

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

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

## Division 4 Rental bond

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

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

### 14 Increase in bond - s 154

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



- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings - s 163

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

*Examples -*

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

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

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

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

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

### 17 Water service charges - ss 164, 166 and 166A

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

*Note -* A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

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

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (8) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (8) The tenant may be required to pay an amount calculated under section 166A using -
  - (a) a meter reading for the premises recorded in a condition report; and
  - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
  - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause -

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

**water consumption charges document** means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

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

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

### Subdivision 1 Occupation and use of premises

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

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

*Examples of possible legal impediments -*

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

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

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Editor's note -* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
  - (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

*Note -* See the information statement for details.



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

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

*Examples of things that may constitute a nuisance -*

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

## 22 Units and townhouses - s 69

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

## 23 Number of occupants allowed

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

## 24 - intentionally removed

### Subdivision 2 Standard of premises

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

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

*Note - For details about the maintenance, see the information statement.*
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and

- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

**premises** include any common area available for use by the tenant with the premises.

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

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

### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes - ss 206-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
  - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
  - (b) the lessor approves the request; and
  - (c) for body corporate premises—the body corporate approves the request.

*Note -* Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
  - (a) decide the request -
    - (i) within 28 days after receiving the request; or
    - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
  - (b) advise the tenant of the lessor's decision; and
  - (c) if the lessor approves the request and the premises are body corporate premises -
    - (i) state that the lessor's approval is subject to the approval of the body corporate; and
    - (ii) give the request to the body corporate within 28 days after receiving the request; and
    - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that -
  - (a) is in writing; and
  - (b) describes the nature of the fixture or structural change; and
  - (c) states any conditions of the agreement, including any conditions given by the body corporate.

*Examples of terms-*

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture
- that the tenant must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions given by the lessor or body corporate.

- (5) In this clause—  
**body corporate premises means premises**—
- that are part of a body corporate scheme; and
  - for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

## 27A Action by lessor for breach of agreement about fixture or structural change – s 209A

- This clause applies if—
  - the tenant attaches a fixture, or makes a structural change, to the premises; and
  - the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
  - the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- The lessor may—
  - take action for a breach of a term of this agreement; or
  - waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor's benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).
- In this clause—  
**lessor's agreement** means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

## 28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that—
  - secures an entry to the premises; or
  - secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - is part of the premises.
- If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

## 29 Changing locks - ss 211 and 212

- The lessor or tenant may change a lock at the premises only if—
  - the other party to this agreement agrees to the change; or
  - the lessor or tenant has a reasonable excuse for making the change; or
  - the lessor or tenant believes the change is necessary because of an emergency; or
  - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant—
  - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
  - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—
  - the other party agrees to not being given the key; or
  - a tribunal orders that the key not be given to the other party.
- If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.

- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—
- the *Body Corporate and Community Management Act 1997*;
  - the *Building Units and Group Titles Act 1980*;
  - a body corporate by-law

## Subdivision 4 Damage and repairs

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

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

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

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

### 32 Notice of damage - s 217

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

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

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

### Subdivision 5 Pets

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

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
*Notes -*
  - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
  - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
  - (b) a change in the lessor or lessor's agent;
  - (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

*Examples -*

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

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

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

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

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

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

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
  - (a) relate only to keeping the pet at the premises; and
  - (b) are reasonable having regard to the type of pet and the nature of the premises; and
  - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
  - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
  - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
  - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
  - (a) would have the effect of the lessor contravening section 171 or 172; or
  - (b) would, as a term of this agreement, be void under section 173; or
  - (c) would increase the rent or rental bond payable by the tenant; or
  - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General - ss 238 and 240

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

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

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

## Division 8 When agreement ends

### 36 Ending of agreement - s 277

- (1) This agreement ends only if –
  - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
  - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  - (f) the tribunal makes an order terminating this agreement.

- (2) Also, this agreement ends for a sole tenant if –
  - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or  
*Note* – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
  - (b) the tenant dies.  
*Note* – See section 324A for when this agreement ends if a sole tenant dies.

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

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

- wear that happens during normal use
- changes that happen with ageing

- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

### 38 Keys

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

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

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

### 40 Exit condition report - s 66

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

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

*Note* – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.



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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.  
*Note* - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## Division 9 Miscellaneous

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

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
  - (a) a requirement about a service charge; or  
*Note* - See section 164 for what is a service charge.
  - (b) a condition of an approval to keep a pet if the condition -
    - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
    - (ii) complies with clause 33D; and
    - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

### 43 Lessor's agent

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

### 44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.  
*Note* - Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

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

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

See attached Annexure A - special terms continued

Names of Approved Occupants: x3 dependents

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

 **Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).**Signature of lessor/agent**

Name/trading name

Kindred Property Group

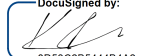
Signature

  
FD84DD0FDF014DB...Date     /     /  
**30-05-2025****Signature of tenant 1**

Print name

Krystal Froud


Signature

  
8D53C2B5444B4A2...Date     /     /  
**23-05-2025****Signature of tenant 2**

Print name

Robert Priddle

Signature

  
20A6705E9F5A4D1...Date     /     /  
**29-05-2025****Signature of tenant 3**

Print name

Not Applicable

Signature

Date     /     /

## Special Terms

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

### 45 Occupation and use of premises

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

### 46 Subletting via online home sharing platforms

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

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
  - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

### 48 Photographs of the property during an inspection

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

### 49 Locks and keys

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

## Special Terms *continued...*

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

### 50 Liability excluded

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

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

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

### 51 Lessor's insurance

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

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

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

### 52 Tenant's insurance

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

### 53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
  - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
  - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

(a) at least once every 12 months; or

(b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

### 54 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.



## Special Terms *continued...*

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

### 55 Pets

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

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

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

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

### 56 Electronic Signing

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

REIQ Accredited Agency

## Special Condition

### General Tenancy - Smoking Not Allowed on Premises

#### SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

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

000038842561



## RTAF18a Form General Tenancy Agreement

### Annexure A – Special Terms continued...

#### 57. Emergency Trades

Nominated Repairers (item 18.1) for emergency repairs (see standard condition 30(1) for the meaning of Emergency repairs) for use outside of Kindred Property Group office hours.

Trade Type	Company/Contact Name	Contact Number(s)
Electrical	Electrik Avenue (Darren)	0447 747 444 07 3269 0789
Electrical	DC Electrical	1300 707 694
Plumbing	Plumbing Avenue (Marty)	0429 006 435
Plumbing	Sunset Services (Alex)	0466 328 464 1300 500 337
Locksmith	Preferred Locksmiths (Ash)	0476 155 450
Glazier	AAA Glass (Des)	0421 321 139 07 3203 0404
Handyman/Builder	Mates Building & Maintenance (Wayne)	0412 551 520

#### 58. Rent Payment Methods (item 9)

- a. The tenant acknowledges and agrees to the below payment methods and associated costs to pay rent and other tenancy related invoices.
  - i. Simple Rent – Direct Debit from a Bank Account (\$1.50 per transaction)
  - ii. Simple Rent – Direct Debit from Credit Card (1.98% per transaction)
  - iii. Credit Card payment in office or over the phone via "integrapay" (1.98% per transaction)
  - iv. Deduction from Pay

#### 59. Vehicles

- a. The parties agree the tenant and/or the tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking or in a way that it is blocking another member of the public and or community as regulated by local council laws (and Community Title By-laws if applicable).
- b. The tenant must not store any unregistered vehicle at the premises without first obtaining the written consent of the lessor/ lessor's agent.
- c. The tenant/s agree not to carry out any mechanical repairs or works to machinery (including cars and/or boats) which the tenant may bring onto the premises which may cause damage to any part of the premises.
- d. Where the premises includes a car space and/or driveway, the tenant acknowledges and confirms it is the tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy. The tenant(s) agree to rectify any damages caused by storing vehicles, machinery, caravans, containers, or boats on the premises whether this be oil stains on concrete, footpaths or killing of grass.

#### 60. Breach of Tenancy Agreement

- a. Should the tenant fail to comply with their obligations under this agreement, incur expenses, or if the property has been damaged by the tenant or the agents, guests or invitees, and the lessor has attempted to mitigate such loss or damage, the lessor will be entitled to claim reasonable costs and expenses from the tenant.
- b. Should the tenant fail to make good the premises or is in breach of this agreement, the lessor may rectify any issues and claim the costs of doing so from the tenant either directly or by deducting the required funds from the rental bond (to the extent prescribed by the Act).

*Note: Section 429 of the Act States: If there is a dispute between the lessor and tenant about (this) Agreement, either party may apply to the Tribunal for an Order and the Tribunal may make an Order it considers appropriate, to resolve the dispute.*

#### 61. Communication and service of documents

- a. The tenant(s) acknowledge and accept that they are responsible to update their details with the agent in the event that a phone number, email address or any other contact details change during the tenancy from what was provided on the application form.



## RTAF18a Form General Tenancy Agreement

### Annexure A – Special Terms continued...

- b. The parties agree to the delivery and service of documents or other communications via electronics means including SMS text messaging, emailing or other forms of electronic communications where such information has been provided by a party in the agreement.

#### 62. Care of Premises

*The tenant(s) agrees:*

- a. Not to construct and or place upon any part of the premises, without first obtaining the written consent of the lessor, any shed, container, or other object likely to cause damage to the premises or grounds forming part of the premises.
- b. To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.
- c. To replace any light bulbs and Fluro tubes that have blown during the term of the tenancy.
- d. To at all times during the term of the tenancy, comply with the terms of this general tenancy agreement including Annexures and Special Terms.
- e. Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached, the tenant is not to deface, damage or remove such label.

#### 63. During a Tenancy

- a. Any indoor plants must be kept on a raised tray to avoid damage or leakage onto the flooring of the premises, whether this is indoor or outdoor. Plants or their containers are not to be placed directly onto timber floors or decking.
- b. The tenant(s) must not store and ensure that no other person stores any boxes, cars or rubbish in the yard
- c. All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the lessor. The kitchen area, counter-tops and appliances must be kept clean from liquid and food stains at all times so as to avoid permanent staining and rusting. The appropriate cleaning product for the surface type must be used and the instructions on any product should be read prior to use.
- d. The tenant(s) must use specialised mop and products where applicable if directed by the lessor/agent to do so at the beginning of the Tenancy.
- e. In the event that any batteries in remotes require replacing during the tenancy, the tenant will bear all costs with replacing same.
- f. Any timber or cork flooring must not be walked on by the tenant or their agent or invitees in high heels or any other footwear that is likely to damage the surface of the flooring. Any furniture should be placed on top of a rug or similar floor covering or the tenant(s) must use felt protectors (or similar product) on the bases of any furniture placed on timber floor surfaces in order to prevent scratches or other damage.
- g. The tenant is not permitted to enter the ceiling space or walk on the roof, nor attach items thereto without first having obtained the lessor's consent.
- h. The tenant(s) confirm and agree, in accordance with clause 21 of the standard terms of this agreement, the premises shall only be used as a place of residence by the tenant. Use of the premises for business purpose, without first obtaining the written consent of the lessor/lessor's agent, is prohibited. Any such consent will be entirely at the discretion of the lessor.

#### 64. Change in Tenancy

- a. In the event that one or multiple tenant(s) listed on the tenancy agreement wish to make changes to the tenants listed in Item 2 or approved occupants listed in Part 3 of the tenancy agreement in including adding and/or removing one or multiple tenant(s), the following applies:
  - i. Any changes to the tenancy agreement must be first approved by the lessor.
  - ii. If one or more tenants are being removed from the tenancy agreement, the remaining tenant(s) must supply evidence to support that they can accommodate the rental payments.
  - iii. Any tenant(s) that are to be added to the tenancy agreement must apply and be approved as per normal application procedure, prior to moving into the property.
  - iv. tenants are to pay the change of tenancy fee, equivalent to 50% of 1 weeks rent plus G.S.T.



## RTAF18a Form General Tenancy Agreement

### Annexure A – Special Terms continued...

#### 65. Maintenance

- a. All maintenance must be submitted to the agent in writing, as soon as possible, via email or tenancy portal.
- b. Where required maintenance has been carried out, the tenant will notify the agent by email if in the tenant's opinion the work is unsatisfactory or incomplete.
- c. If any maintenance or repairs are required by a tradesperson, the tenant will be responsible for allowing the required access to the premises.
- d. All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.
- e. If the tenant(s) requests the services of a tradesperson to carry out repairs on the premises and there is no fault found or the fault is found to have been user error or caused by the tenant(s), their guests and/or the tenant's own property, the tenant(s) acknowledge and agree they will be responsible for payment of the fees charged by such tradesperson.
- f. If the tenant(s) confirm an appointment with a tradesperson, and fails to provide entry, the cost of a callout will be at the tenant(s) expense.

#### 66. Gardening

- a. If the premises has a garden or outdoor area, the tenant is required to maintain the garden by watering any plants and lawns, mowing/whipper-snipping the lawn, or organising for a professional to mow the lawn at the tenant's own cost, and keep the outdoor area clean by removing weeds, rubbish, animal droppings, garden waste and leaf litter from the premises.
- b. The tenant must remove all lawn clippings and garden debris from the premises and ensure they are not placed or kept on the grounds.
- c. The tenant(s) are responsible for maintaining the height/width and depth of hedges to the same as at the beginning of the tenancy.
- d. The tenant shall not cause plants to be added to or removed from the premises grounds without first obtaining written consent from the lessor.
- e. The tenant(s) must ensure clear access to the water meter including keeping the area mowed and clear from obstructions.

#### 67. Blinds and Curtain Cords

- a. The tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

#### 68. Routine & Other Inspections

- a. It is the tenant(s) responsibility to provide full access to the property and must not do anything to obstruct visual access of the home.
- b. If applicable, the tenant(s) must properly restrain any pets prior to inspections.
- c. If the tenant(s) are not home for the inspection, the agent will use the office set of keys to gain access to the property.
- d. The tenant(s) acknowledge that at the time of the Routine Inspection, there will be a video presentation conducted and various photos taken. The presentation and photos will be passed onto the Landlord.
- e. The tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.
- f. External property inspections may be conducted by a company employed by the Landlord for Taxation purposes and photos may be required to be supplied or taken at this time.
- g. Photos accompanying condition reports form part of the condition reports such as the RTA Form 1a Entry Condition Report and RTA Form 14a Exit Condition Report.

#### 69. Water (see item 12.2)

- a. If premises is water efficient:
  - i. The tenant is responsible for payment of water usage at the premises.



## RTAF18a Form General Tenancy Agreement

### Annexure A – Special Terms continued...

- ii. Water usage charges will be based either on water meter readings recorded at inspections during the tenancy or based on the readings obtained by the Local Water Authority.
- b. Water usage if premises not water efficient:
  - i. If the water usage is individually metered, excess consumption over 188 litres per day, per occupant, will be charged to the tenant(s).
  - ii. The agent will invoice the tenant per quarter and payment must be made in accordance with that invoice.

#### 70. Break in

- a. The tenant will, in the case of a break in, immediately report it the police and then promptly advise and provide the police report number to the lessor/agent.

#### 71. Administration

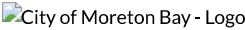
- a. Upon notice of a rent adjustment being lawfully issued and/or a Tenancy Agreement being renewed with an adjusted rent, the tenant authorises the agent to amend a third-party Direct Debit on their behalf.
- b. Upon notice of the bond being lawfully adjusted due to a rent adjustment, the tenant authorises the agent to submit a one-off payment via a third-party for the extra bond amount required, by the due date.
- c. Upon an invoice of any type of Tenancy Related expenses being issued to the tenant, the tenant authorises the agent to submit a one-off payment via a third-party for the invoice amount required, by the due date.
- d. Any invoices provided by the agent to the tenant will be payable within 1 month.
- e. In the event that an account for Water Charges is not received by the local authority at the conclusion of the tenancy, the previous account will be used as a guide to calculate an amount payable by the tenant to the end of the tenancy. This will be calculated via a pro-rata method or via meter read is accessible.
- f. If the agent uses a specific website or mobile application for the purposes of liaising with the tenant, such as for providing notices, or paying rent, then the tenant agrees to use those applications where possible.
- g. The tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the premises.
- h. All operation manuals relating to the premises and contents are owned by the lessor and must remain in the premises at the end of the tenancy.

#### 72. Connection of Services

- a. The tenants acknowledge and agree it is the tenants' responsibility to arrange for connection of electricity and telephone upon commencement of occupancy and termination of services when vacating the premises.
- b. If any fees are charged by a provider that the tenant wishes to be reimbursed for, the tenant should first seek approval before proceeding and the refund should not be presumed as it is not guaranteed.
- c. If the tenant(s) wishes to make any changes to the property such as installing a satellite, additional power points or screws to walls, authorisation from the lessor must be sought first and approved in writing.
- d. The tenant must satisfy itself as to the provisions of any electronic communication services to the premises (internet, television - analogue, digital or cable). The lessor gives no warranty in respect to the provisions or adequacy of such services to the premises.
- e. If the premises uses bottled gas, it is the tenant's responsibility to arrange delivery and it should not be presumed that there will be bottles supplied to the property. If any remain, it should not be presumed that they have any gas left in the cylinder.
- f. The tenant acknowledges that all TV connections and boosters will remain with the premises at the end of the tenancy. Failing which, the tenant will be responsible for replacement.

#### 73. Keys - Collection & Return

- a. The parties agree and the tenants acknowledge keys can only be collected on the day the tenancy starts and must be returned on the day of vacating to the office. Rent will be charged for every day the tenant remains in possession of the property therefore, any delays with returning the keys to the office will incur additional charges.



Home (<https://www.moretonbay.qld.gov.au/Home>) / Services and information (<https://www.moretonbay.qld.gov.au/Services>) / Building and development (<https://www.moretonbay.qld.gov.au/Services/Building-Development>) / Planning schemes (<https://www.moretonbay.qld.gov.au/Services/Building-Development/Planning-Schemes>) / My property look up (<https://www.moretonbay.qld.gov.au/Services/Building-Development/Planning-Schemes/My-Property-Look-Up>) / Results

# My property look up - 1285 Anzac Avenue KALLANGUR

Note: This information relates to the current version of the Planning Scheme, and does not include any proposed amendments. Learn more about [planning scheme amendments](#) ([/Services/Building-Development/Planning-Schemes/MBRC/Amendments](#)). You can also view information on [superseded and historic planning schemes](#) ([/Services/Building-Development/Planning-Schemes/MBRC/Superseded-and-Historic-Planning-Schemes](#)).



## Zones, precincts and local plans

Zones and precincts define broad land use allocations in the planning scheme and the associated requirements for different types of development.

The city is divided into 12 zones, and some zones are further divided into precincts. Some land may also be in a local plan.

[View the zoning map for this property.](#)

Zone	Precinct	Additional information
General residential	Suburban neighbourhood	<a href="#">More information</a> ( <a href="#">/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/General-Residential-Zone</a> ).

## Overlays and constraints

Overlay maps identify areas potentially affected by particular features or physical constraints. Overlay maps are only applicable if development is proposed. Development can include building and extension works, changing land use, subdividing, filling, excavating and clearing native vegetation.

Land may be subject to more than one overlay.

Not all overlay maps have associated development requirements.

Inclusion in an overlay map does not automatically mean development approval is needed.

For more details on how this property is affected by overlays, refer to the [interactive map](#) ([https://moretonbay.maps.arcgis.com/apps/webappviewer/index.html?id=86604cba0e1b43fa8871b0361674b7d5&query=MBRC\\_Property\\_Boundaries\\_7253;Property\\_Key,511325](https://moretonbay.maps.arcgis.com/apps/webappviewer/index.html?id=86604cba0e1b43fa8871b0361674b7d5&query=MBRC_Property_Boundaries_7253;Property_Key,511325)) or [PDF maps](#) ([/Services/Building-Development/Planning-Schemes/MBRC/Maps#PrintablePDFs](#)).

Overlay	Map	Additional information
Active transport	<a href="#">Overlay map</a>	<a href="#">More information</a> ( <a href="#">/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/Overlay-Maps</a> ).
Building heights	<a href="#">Overlay map</a>	<a href="#">More information</a> ( <a href="#">/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/Overlay-Maps</a> ).
Road hierarchy	<a href="#">Overlay map</a>	<a href="#">More information</a> ( <a href="#">/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/Overlay-Maps</a> ).
Stormwater catchments	<a href="#">Overlay map</a>	<a href="#">More information</a> ( <a href="#">/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/Overlay-Maps</a> ).
Transport noise corridor	<a href="#">Overlay map</a>	<a href="#">More information</a> ( <a href="#">/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/Overlay-Maps</a> ).

Walking distance (centre)      [Overlay map](#)      [More information \(/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/Overlay-M](#)

**Note:** The road heirarchy and active transport overlay maps may also be relevant to this property.

Advisories and constraints

No advisories or constraints were found.

Strategic framework place type

The strategic framework divides City of Moreton Bay into 13 place types. These place types explain the 20-year vision for growth and development in the city.

Place type	Additional information
Suburban neighbourhood	<a href="#">More information (/Services/Building-Development/Planning-Schemes/MBRC/Info-Sheets/Suburban-Neighbourhood-Place</a>

Development applications

There are no development applications associated with this property.

Superseded and historic planning schemes

[View information on the superseded and historic planning schemes \(/Services/Building-Development/Planning-Schemes/MBRC/Superseded-MBRC-Planning-Sc](#)

« [View another property \(/Services/Building-Development/Planning-Schemes/MPLU\).](#)

Property details

Description  
Lot 15 RP 84489  
Property size  
607m<sup>2</sup>

Address  
1285 Anzac Avenue KALLANGUR QLD 4503

MBRC Planning Scheme information

- Zones and precincts
- General residential
    - Suburban neighbourhood

- Overlay maps
- Active transport
  - Building heights
  - Road hierarchy
  - Stormwater catchments
  - Transport noise corridor
  - Walking distance (centre)

- Place types
- Suburban neighbourhood

« [View another property \(https://www.moretonbay.qld.gov.au/Services/Building-Development/Planning-Schemes/MPLU\)](https://www.moretonbay.qld.gov.au/Services/Building-Development/Planning-Schemes/MPLU)

**Disclaimer:**  
*Council provides this information as a general reference source only and has taken all reasonable measures to ensure that the information in this web site is as accurate as possible at the time of publication. Council makes no representation and gives no warranty about the accuracy, reliability, completeness or suitability for any particular purpose of the information. Council is not able to do so in law. Council disclaims all liability, (including liability in negligence), for losses and damages, (including indirect and consequential loss and damage), caused by using or relying on this information for any purpose whatsoever.*



# Rate notice

**Customer Service Centres**  
Caboolture - 2 Hasking Street, Caboolture  
Redcliffe - 1 Irene Street, Redcliffe  
Strathpine - 220 Gympie Road, Strathpine

**Postal Address**  
PO Box 159  
CABOOLTURE QLD 4510

**Customer Service**  
Ph: 1300 522 192

**ABN:** 92 967 232 136  
[www.moretonbay.qld.gov.au](http://www.moretonbay.qld.gov.au)



This information was prepared on **30 June 2025** for the period  
**01 July 2025 to 30 September 2025**

**Property number:** 511325

**Property location:**  
1285 Anzac Avenue  
KALLANGUR QLD 4503

**Property description:** Lot 15 RP 84489

**Valuation:** \$345,000

**Rating category:** General Rate - Category R2 (Single  
Residential - Otherwise occupied)

Rate notice summary	
Issue date: 10 July 2025	
Your last bill	\$588.31
Payments / adjustments	\$-588.31
Opening balance	\$0.00
New rates and charges	\$603.90
Total due	<b>\$603.90</b>
Due date	<b>12 Aug 2025</b>

**Direct Debit**

Thank you for choosing direct debit as your payment option.

Your scheduled amount will continue to be debited from your bank account as arranged.

To view your direct debit schedule or to make changes to your direct debit arrangement visit  
[www.moretonbay.qld.gov.au/pay-your-rates](http://www.moretonbay.qld.gov.au/pay-your-rates)

**Go paperless!**  
Receive your rates and reminders via email



Easy



Convenient



Sustainable

A \$2.50 paper notice fee will apply to all quarterly rate notices\* received by post.



To register now scan the QR code  
or visit [moretonbay.qld.gov.au/eRates](http://moretonbay.qld.gov.au/eRates).

\*Ratepayers who receive a Council pensioner rebate or self-funded retiree rebate will be exempt from the fee for the rate notice issued for their principle place of residence.

## Easy ways to pay



**BPAY**  
Biller code: 339457  
Reference number: 50 0511 3250 0511 3255



\*2471 500511325005113255



**PHONE**  
Call (07) 3480 6349 (Mastercard and Visa only)  
Reference number: 50 0511 3250 0511 3255



**IN PERSON**  
Pay at any of Council's Customer Service Centres  
Mon to Fri 8.30am – 5pm



**ONLINE**  
Scan the QR code or visit  
[www.moretonbay.qld.gov.au/pay-your-rates](http://www.moretonbay.qld.gov.au/pay-your-rates)  
Reference number: 50 0511 3250 0511 3255



**MAIL**  
Send your payment and remittance slip to:  
Moreton Bay City Council  
PO Box 159  
CABOOLTURE QLD 4510

If you are having difficulty paying, please call Council as soon as possible so we can assist you in setting up a payment plan schedule or visit [www.moretonbay.qld.gov.au/rates](http://www.moretonbay.qld.gov.au/rates)

Activity since last bill

Last bill		\$588.31
Payment / adjustments		
12-May-2025	Payment Received Thank You	\$-588.31
Account balance		\$0.00 

New charges

Council rates and charges

Description	Amount
General Rate - Category R2 (Single Residential - Otherwise occupied) (Minimum General Rate Applied)	\$390.75
City Environment Charge (26.00 [Fixed Amount]) / 4 [Bills per year]	\$6.50
City Infrastructure Charge (104.00 [Fixed Amount]) / 4 [Bills per year]	\$26.00
Garden Organics Bin Charge - Residential (240L) (70.00 [Fixed Amount]) / 4 [Bills per year]	\$17.50
Garbage Charge - Residential (240L refuse / 240L recycling) (1 [Number of Domestic Bin Units] * 391.00 [Unit Rate]) / 4 [Bills per year]	\$97.75
Paper Notice Fee (\$2.50 per quarter)	\$2.50
Total Council rates and charges	\$541.00

State Government charges

Description	Amount
Emergency Management Levy - Group 2A	\$62.90
Total State Government charges	\$62.90
Total new charges	\$603.90

**A** + **B** = Total due

State Government Waste Levy

- Council will pay an estimated \$24,400,000 in waste levy payments to the Queensland Government during 2025/26 for household waste to landfill.
- The Queensland Government waste levy for general waste has increased to \$125 per tonne.
- The Queensland Government has paid an amount of \$14,810,305 in the 2025/26 Financial Year to Council to mitigate the impact of the Queensland Waste Levy on households. This will only partially cover the expected cost of the waste levy for household waste in 2025/26.
- Council's Waste Management Utility and Special Charges cover costs associated with managing waste in the City of Moreton Bay, including the gap between the Queensland Government levy charged to Council and the partial rebate received by Council.

Important information

**Interest**  
From 1 July 2025 to 30 June 2026 interest charges of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

**Valuations**  
The valuation used for rating purposes is provided by the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development. For further information about the valuation that has been applied to your property visit: [www.resources.qld.gov.au/land-property](http://www.resources.qld.gov.au/land-property)

**Rebates**  
Rebates may be available to eligible pensioners and self funded retirees. Please visit [www.moretonbay.qld.gov.au](http://www.moretonbay.qld.gov.au) or contact Council for more information.

Translating and Interpreting Services



If you require an interpreter, please call TIS National on 131450.



Help for people with hearing or speech difficulties Contact Moreton Bay City Council through the National Relay Service (NRS). For more information, visit the NRS website to choose your preferred access point; or call the NRS Helpdesk on 1800 555 660 or text 0416 001 350 for assistance.

Payment remittance slip

Please send this remittance slip with your cheque/money order payable to:

Moreton Bay City Council  
PO Box 159  
CABOOLTURE QLD 4510

Property Number: 511325  
Property Location: 1285 Anzac Avenue KALLANGUR QLD 4503

Barcode:



\*2471 500511325005113255

Payment Amount: \$603.90





# WATER AND SEWERAGE YOUR BILL

**1300 086 489**  
Emergencies and faults 24 Hours, 7 days  
Account enquiries 8am-5pm Mon-Fri

**unitywater.com**  
ABN 89 791 717 472

Account number	1086552
Payment reference	0010 8655 25
Property	1285 Anzac Ave, KALLANGUR, QLD

Bill number	7127356860
Billing period	06 Mar 2025 92 days to 5 Jun 2025
Issue date	10 Jun 2025
Approximate date of next meter reading	27 Aug 2025

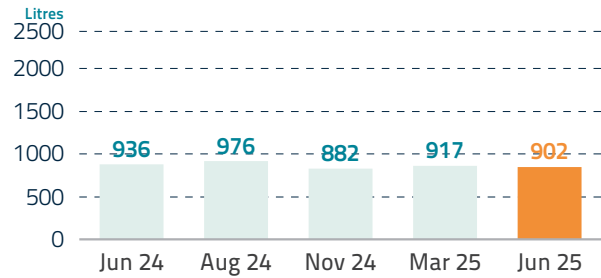
## Your account activity

Your last bill	Payments/ adjustments	Balance	New charges
\$710.18	\$710.18	\$0.00	\$673.97

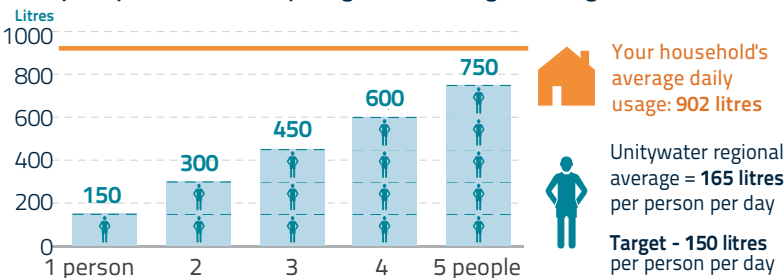
Direct debit is set up to pay the total due on the due date	
Total due	\$673.97
Due date	10 Jul 2025

8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

### Compare your average daily usage over time



### Compare your current daily usage with our regional target of 150 litres

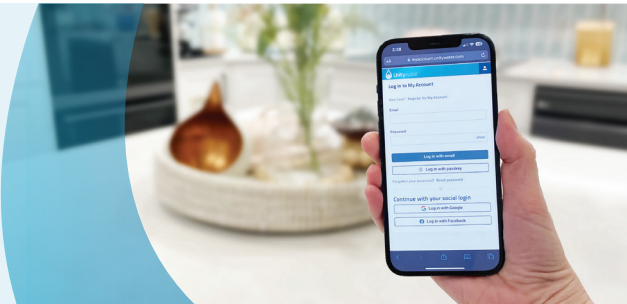


## My Account

With new features, managing your account online has never been easier.

Everything you need, right at your fingertips.

To find out more visit [unitywater.com/myaccount](https://unitywater.com/myaccount)



## Easy ways to pay

For other payment options - see over



**BPAY®**  
Biller Code: 130393  
Ref: 0010 8655 25  
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.  
Find out more at [bpay.com.au](https://bpay.com.au)  
© Registered to BPAY Pty Ltd ABN 69 079 137 518



**Direct Debit**  
Login to My Account at [unitywater.com](https://unitywater.com) to set up automatic payments from your bank account or credit card or call us for assistance.

### SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.  
Find out more at [unitywater.com/smoothpay](https://unitywater.com/smoothpay)

Your account details

Water meter details 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
13W097925	5 Mar 25	2058	5 Jun 25	2141	83	92	902.2
Total water usage					83	92	902.2
Total sewerage usage (waste and greywater) = 90% of water usage					68.08	92	740.0

Activity since last bill

Last bill	\$710.18
Payments / adjustments	
11 Apr 2025 Direct Debit Bank Variable	-\$710.18
Account balance	\$0.00 1

Water and Sewerage Charges

Lot 15 Plan RP84489 Installation ID 119218

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	06 Mar 25 to 05 Jun 25	0.9022	92	\$3.444	\$285.85

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	06 Mar 25 to 05 Jun 25	0.8220	92	\$0.760	\$57.47
Water over 822 L/day	06 Mar 25 to 05 Jun 25	0.0802	92	\$1.517	\$11.19
Sewerage up to 740 L/day	06 Mar 25 to 05 Jun 25	0.7400	92	\$0.760	\$51.74
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	06 Mar 25 to 05 Jun 25	1	92	\$0.972	\$89.42
Sewerage Access	06 Mar 25 to 05 Jun 25	1	92	\$1.938	\$178.30
Water subtotal					\$443.93
Sewerage subtotal					\$230.04

New water and sewerage charges \$673.97 2

Total Due = 1 + 2 \$673.97

Important information

**Payment assistance**  
If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

**Changing contact details**  
Login to My Account at [unitywater.com](https://unitywater.com) for quick, easy changes online 24/7 or call us during business hours.

**Pensioners**  
If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at [unitywater.com/pensioner](https://unitywater.com/pensioner)

**Credit card payments**  
Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at [unitywater.com/creditcard](https://unitywater.com/creditcard)

**Interest on overdue amounts**  
Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

**Water efficiency**  
For water efficiency tips, visit [unitywater.com/water-tips](https://unitywater.com/water-tips)

**Interpreter service 13 14 50**  
当您需要口译员时，请致电 13 14 50。  
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.  
Khi bạn cần thông ngôn, xin gọi số 13 14 50  
통역사가 필요하시면 13 14 50 으로 연락하십시오.  
Cuando necesite un intérprete llame al 13 14 50


**Privacy policy**  
We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit [unitywater.com/privacy](https://unitywater.com/privacy)

**International calls**  
+ 61 7 5431 8333  
[unitywater.com](https://unitywater.com)  
PO Box 953  
Caboolture QLD 4510  
1300 086 489



More payment options

 **Credit card by phone or online**  
To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to [unitywater.com](https://unitywater.com). A credit card surcharge may apply.  
Ref: 0010 8655 25

 **Cheques by mail**  
Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558

 **In person, by phone or online**  
**Billpay Code: 4028**  
**Ref: 0010 8655 25**  
Pay in person at any post office, call 13 18 16, or go to [postbillpay.com.au](https://postbillpay.com.au)



\*4028 0010865525 00067397

Account number	1086552
Payment reference	0010 8655 25
Total due	\$673.97
Due date	10 Jul 2025

## **Seller Disclosure**

### **Further information or Changes to information**

The Seller Disclosure have been prepared based on the information provided by you and searches completed. The Seller Disclosure will be current as to the date prepared and will not be reviewed or updated later unless specifically requested by you. If you become aware of any further information in relation to the Property or of any changes to the information provided, **immediately let us know** so that we can provide further advice and update the Contract or Seller Disclosure as required.

Specifically, please advise our office if you become aware of or receive notices of any of the following:

1. Changes to Title or Ownership
  - Registration of new encumbrances such as a new mortgage, lease, easement, or caveat registered on title.
  - Discharge of existing encumbrances such as a Mortgage or other encumbrance being removed.
  - Change in ownership details (e.g., due to death, transmission application, or other dealings).
2. Unregistered Interests or Agreements
  - New unregistered lease or agreement entered into e.g. a new residential tenancy, commercial lease, or access agreement, assignment of lease, subletting, or change in occupants.
  - Termination or variation of an existing unregistered agreement e.g., early termination of a residential tenancy, change in rent, notice of intention to vacate or break lease or assignment of lease or other agreement.
3. Statutory Encumbrances or Notices
  - Receipt of new statutory notices e.g. notice of intention to resume (compulsory acquisition), infrastructure proposal, or statutory charge.
  - Change in status of existing statutory encumbrance e.g., a statutory charge is paid and released, or a new right to keep infrastructure is granted.
4. Changes to Land Use, Planning, and Environmental Matters
  - Receipt of new planning or environmental notices e.g., show cause or enforcement notice under the Building Act 1975 or Planning Act 2016.
  - Change in zoning or planning status. Rezoning, new development approval, or change in Priority Development Area status.
  - New environmental contamination or listing Property added to the Environmental Management Register (EMR) or Contaminated Land Register (CLR).
  - Receipt of new tree orders or QCAT applications.
5. Heritage Listing
  - Property becomes heritage listed.
  - Another change in heritage status.
6. Buildings and Structures
  - New pool safety certificate issued or expired
  - Owner-builder work undertaken or new notice issued

- Receipt of new show cause or enforcement notice
7. Rates and Services
    - Issue of new rates, water or body corporate levies notice
    - Change in rates exemption status
  8. Community Titles or BUGTA Schemes
    - New community management statement (CMS) registered:
    - Change in by-laws or lot entitlements.
    - Change to financial situation. Such as to levies, or insurance details.
    - Change in body corporate status: e.g., new litigation, special levies, or changes in committee.
    - An Annual General Meeting or Extraordinary General Meeting is called
  9. Correction of Errors or Omissions
    - Discovery of an error or omission in the original Form 2 or attachments.

If you become aware of any of the above, ensure the Seller Disclosure Form 2 is not issued to the Buyer and immediately contact our office. If the Seller Disclosure is not accurate or is incomplete at the time it is given to the Buyer, the Buyer may be able to terminate the Contract and claim compensation from you. Therefore, keeping us updated as to changes to the information or property is key to ensure you receive appropriate advice.

The Buyer will generally conduct searches on the Property to verify your disclosure and check for any rights of termination or compensation they may have.

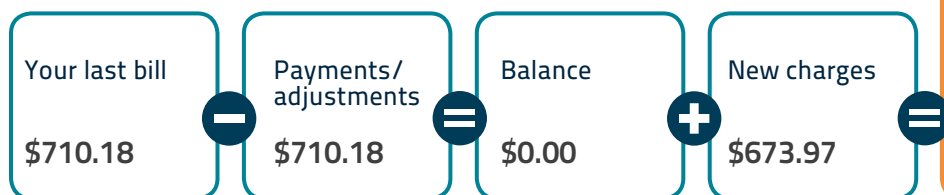
**1300 086 489**  
Emergencies and faults 24 Hours, 7 days  
Account enquiries 8am-5pm Mon-Fri

**unitywater.com**  
ABN 89 791 717 472

Account number	1086552
Payment reference	0010 8655 25
Property	1285 Anzac Ave, KALLANGUR, QLD

Bill number	7127356860
Billing period	06 Mar 2025 92 days to 5 Jun 2025
Issue date	10 Jun 2025
Approximate date of next meter reading	27 Aug 2025

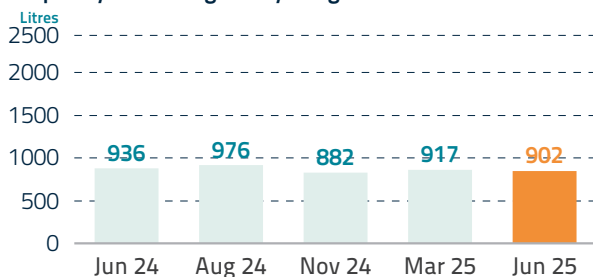
## Your account activity



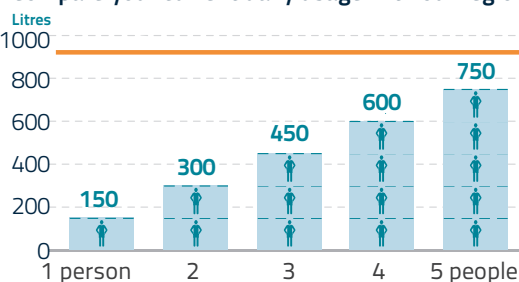
Direct debit is set up to pay the total due on the due date

Total due	<b>\$673.97</b>
Due date	<b>10 Jul 2025</b>

### Compare your average daily usage over time



### Compare your current daily usage with our regional target of 150 litres



**Your household's average daily usage: 902 litres**

Unitywater regional average = **165 litres** per person per day

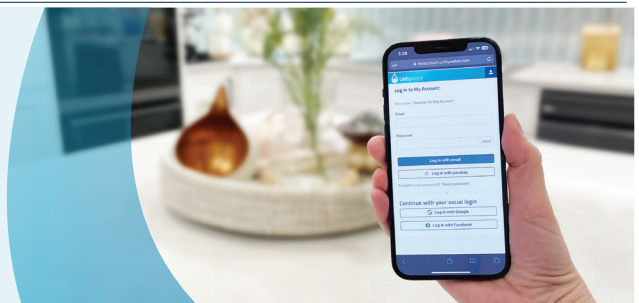
**Target - 150 litres** per person per day

## My Account

With new features, managing your account online has never been easier.

Everything you need, right at your fingertips.

To find out more visit [unitywater.com/myaccount](https://unitywater.com/myaccount)



## Easy ways to pay

For other payment options - see over



**BPAY®**  
**Biller Code: 130393**  
**Ref: 0010 8655 25**  
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.  
Find out more at [bpay.com.au](https://bpay.com.au)  
© Registered to BPAY Pty Ltd ABN 69 079 137 518



**Direct Debit**  
Login to My Account at [unitywater.com](https://unitywater.com) to set up automatic payments from your bank account or credit card or call us for assistance.

### SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.  
Find out more at [unitywater.com/smoothpay](https://unitywater.com/smoothpay)

## Your account details



1300 086 489

Account enquiries

8am-5pm Mon-Fri

## Water meter details

1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
13W097925	5 Mar 25	2058	5 Jun 25	2141	83	92	902.2
Total water usage					83	92	902.2
Total sewerage usage (waste and greywater) = 90% of water usage					68.08	92	740.0

## Activity since last bill

Last bill	\$710.18
Payments / adjustments	
11 Apr 2025 Direct Debit Bank Variable	-\$710.18
Account balance	\$0.00

## Water and Sewerage Charges

Lot 15 Plan RP84489 Installation ID 119218

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	06 Mar 25 to 05 Jun 25	0.9022	92	\$3.444	\$285.85

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

### Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	06 Mar 25 to 05 Jun 25	0.8220	92	\$0.760	\$57.47
Water over 822 L/day	06 Mar 25 to 05 Jun 25	0.0802	92	\$1.517	\$11.19
Sewerage up to 740 L/day	06 Mar 25 to 05 Jun 25	0.7400	92	\$0.760	\$51.74
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	06 Mar 25 to 05 Jun 25	1	92	\$0.972	\$89.42
Sewerage Access	06 Mar 25 to 05 Jun 25	1	92	\$1.938	\$178.30
Water subtotal					\$443.93
Sewerage subtotal					\$230.04

New water and sewerage charges \$673.97

Total Due = ① + ② \$673.97

## Important information

### Payment assistance

If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

### Changing contact details

Login to My Account at [unitywater.com](https://unitywater.com) for quick, easy changes online 24/7 or call us during business hours.

### Pensioners

If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at [unitywater.com/pensioner](https://unitywater.com/pensioner)

### Credit card payments

Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at [unitywater.com/creditcard](https://unitywater.com/creditcard)

### Interest on overdue amounts

Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

### Water efficiency

For water efficiency tips, visit [unitywater.com/water-tips](https://unitywater.com/water-tips)

### Interpreter service 13 14 50

当您需口译员时，请致电 13 14 50。  
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.  
Khi bạn cần thông ngôn, xin gọi số 13 14 50  
통역사가 필요하시면 13 14 50 으로 연락하십시오.  
Cuando necesite un intérprete llame al 13 14 50

### Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit [unitywater.com/privacy](https://unitywater.com/privacy)

### International calls

+ 61 7 5431 8333

[unitywater.com](https://unitywater.com)

PO Box 953

Caboolture QLD 4510

1300 086 489

## More payment options



### Credit card by phone or online

To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to [unitywater.com](https://unitywater.com). A credit card surcharge may apply.  
Ref: 0010 8655 25



### Cheques by mail

Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



### In person, by phone or online

Billpay Code: 4028

Ref: 0010 8655 25

Pay in person at any post office, call 13 18 16, or go to [postbillpay.com.au](https://postbillpay.com.au)



\*4028 0010865525 00067397

Account number 1086552

Payment reference 0010 8655 25

Total due \$673.97

Due date 10 Jul 2025



# Rate notice

**Customer Service Centres**  
Caboolture - 2 Hasking Street, Caboolture  
Redcliffe - 1 Irene Street, Redcliffe  
Strathpine - 220 Gympie Road, Strathpine

**Postal Address**  
PO Box 159  
CABOOLTURE QLD 4510

**Customer Service**  
Ph: 1300 522 192

**ABN:** 92 967 232 136  
[www.moretonbay.qld.gov.au](http://www.moretonbay.qld.gov.au)



This information was prepared on **30 June 2025** for the period  
**01 July 2025 to 30 September 2025**

**Property number:** 511325

**Property location:**  
1285 Anzac Avenue  
KALLANGUR QLD 4503

**Property description:** Lot 15 RP 84489

**Valuation:** \$345,000

**Rating category:** General Rate - Category R2 (Single  
Residential - Otherwise occupied)

## Go paperless!

Receive your rates and reminders via email



Easy



Convenient



Sustainable

A \$2.50 paper notice fee will apply to all quarterly  
rate notices\* received by post.



To register now scan the QR code  
or visit [moretonbay.qld.gov.au/eRates](http://moretonbay.qld.gov.au/eRates).

\*Ratepayers who receive a Council pensioner rebate or self-funded retiree rebate will be  
exempt from the fee for the rate notice issued for their principle place of residence.

## Easy ways to pay



**BPAY**  
Biller code: 339457  
Reference number: 50 0511 3250 0511 3255



**PHONE**  
Call (07) 3480 6349 (Mastercard and Visa only)  
Reference number: 50 0511 3250 0511 3255



**IN PERSON**  
Pay at any of Council's Customer Service Centres  
Mon to Fri 8.30am – 5pm



**ONLINE**  
Scan the QR code or visit  
[www.moretonbay.qld.gov.au/pay-your-rates](http://www.moretonbay.qld.gov.au/pay-your-rates)  
Reference number: 50 0511 3250 0511 3255



**MAIL**  
Send your payment and remittance slip to:  
Moreton Bay City Council  
PO Box 159  
CABOOLTURE QLD 4510



\*2471 500511325005113255

If you are having difficulty paying, please call Council as soon as possible so we can assist you in setting up a  
payment plan schedule or visit [www.moretonbay.qld.gov.au/rates](http://www.moretonbay.qld.gov.au/rates)

Activity since last bill

Last bill	\$588.31
Payment / adjustments	
12-May-2025	Payment Received Thank You \$-588.31
Account balance	\$0.00 <b>A</b>

New charges

Council rates and charges

Description	Amount
General Rate - Category R2 (Single Residential - Otherwise occupied) (Minimum General Rate Applied)	\$390.75
City Environment Charge (26.00 [Fixed Amount]) / 4 [Bills per year]	\$6.50
City Infrastructure Charge (104.00 [Fixed Amount]) / 4 [Bills per year]	\$26.00
Garden Organics Bin Charge - Residential (240L) (70.00 [Fixed Amount]) / 4 [Bills per year]	\$17.50
Garbage Charge - Residential (240L refuse / 240L recycling) (1 [Number of Domestic Bin Units] * 391.00 [Unit Rate]) / 4 [Bills per year]	\$97.75
Paper Notice Fee (\$2.50 per quarter)	\$2.50
Total Council rates and charges	\$541.00

State Government charges

Description	Amount
Emergency Management Levy - Group 2A	\$62.90
Total State Government charges	\$62.90
Total new charges	\$603.90 <b>B</b>

**A** + **B** = Total due

State Government Waste Levy

- Council will pay an estimated \$24,400,000 in waste levy payments to the Queensland Government during 2025/26 for household waste to landfill.
- The Queensland Government waste levy for general waste has increased to \$125 per tonne.
- The Queensland Government has paid an amount of \$14,810,305 in the 2025/26 Financial Year to Council to mitigate the impact of the Queensland Waste Levy on households. This will only partially cover the expected cost of the waste levy for household waste in 2025/26.
- Council's Waste Management Utility and Special Charges cover costs associated with managing waste in the City of Moreton Bay, including the gap between the Queensland Government levy charged to Council and the partial rebate received by Council.


Important information

**Interest**  
From 1 July 2025 to 30 June 2026 interest charges of 8% per annum, compounding daily, will apply to any amount not paid by the due date.


**Valuations**  
The valuation used for rating purposes is provided by the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development. For further information about the valuation that has been applied to your property visit: [www.resources.qld.gov.au/land-property](http://www.resources.qld.gov.au/land-property)

**Rebates**  
Rebates may be available to eligible pensioners and self funded retirees. Please visit [www.moretonbay.qld.gov.au](http://www.moretonbay.qld.gov.au) or contact Council for more information.

Translating and Interpreting Services



If you require an interpreter, please call TIS National on 131450.



Help for people with hearing or speech difficulties Contact Moreton Bay City Council through the National Relay Service (NRS). For more information, visit the NRS website to choose your preferred access point; or call the NRS Helpdesk on 1800 555 660 or text 0416 001 350 for assistance.

Payment remittance slip

Please send this remittance slip with your cheque/money order payable to:

Moreton Bay City Council  
PO Box 159  
CABOOLTURE QLD 4510

Property Number: 511325

Property Location: 1285 Anzac Avenue KALLANGUR QLD 4503

Barcode:   
\*2471 500511325005113255

Payment Amount: \$603.90



# TRIPLE 0 ALARMS

## SERVICE REPORT.

**Date of Service** – 19/6/2025

**Agent** – Kindred.

**Address** – 1285 Anzac Ave Kallangur

**Location of alarms** –

- Bedroom 1 Lithium
- Bedroom 2 Lithium
- Bedroom 3 Lithium
- Hallway 240v

\*All alarms are photoelectric, interconnected and expire in 2033.

**Electrical Safety Switch** –Our technician operated the electrical safety switch/switches during our visit, and it/they were in operational order.

**Termite Barrier** – Our inspection revealed no termite treatment sticker in the electrical box, however, there has been termite activity in some yard timbers. We recommend that a pest control professional be contacted to give advice for termite protection in accordance with the Australian Standards AS3660.2-2000.

**Guttering** – Our visual inspection indicated limited debris build up. Excessive foliage build-up in, or over, the guttering can eventually lead to the possibility of blocked drains/downpipes as well as premature rusting and leakage. We recommend that all gutters remain clear of foliage and over hanging trees.

**General Comments-**

We attended the above-mentioned property and carried out a service to the smoke alarms. This structure has now been upgraded to comply with the new legislative requirements. We have installed and interconnected brand new 240v and lithium powered alarms to all areas as required. This report is to be read in conjunction with previous reports at this address (where applicable), as well as relevant smoke alarm compliance information on the QFES website. Information on previous reports may be relevant to this report.

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Disclaimer- Triple 0 Alarms ensure the function of all smoke alarms on the service date above. We cannot ensure that the smoke alarms will not fail due to manufacturing issues or interference by third parties. Triple 0 Alarms will comment on such items as guttering, safety switch, water meter, termite barrier etc, but are NOT experts in those areas. In all cases qualified expert advice in those fields is essential before progressing further.

**PHONE 0438 52 62 82    ABN 51 734 451 586**

# Contract for the Sale and Purchase of Residential Real Estate

First Edition

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.*

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

## REFERENCE SCHEDULE

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

## PARTIES

### SELLER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
KARITA ROBYN HUMPHRIES

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
GRANT MICHAEL MCGREGOR

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S AGENT

NAME: \_\_\_\_\_  
Image Sales Pty Ltd T/as Image Sales

ABN: 58 640 877 345 LICENCE NO: 4407391

ADDRESS: 57 Kirby Road

SUBURB: ASPLEY STATE: QLD POSTCODE: 4034

PHONE: 07 3263 1811 MOBILE: 0410 112 543 EMAIL: sales.support@imageproperty.com.au

### SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: \_\_\_\_\_

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: mik@ladybirdconveyancing.com.au

### BUYER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

000039902562

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

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR**

← or any other solicitor notified to the Seller

NAME: \_\_\_\_\_

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPERTY****LOT:** ADDRESS: 1285 Anzac Avenue  
SUBURB: Kallangur STATE: QLD POSTCODE: 4503**DESCRIPTION:** **LOT:** 15 **PLAN:** RP84489 **AREA:** 607 sqm ← more or less**TITLE REFERENCE:** 50337982 **SOLD AS:** ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.**Present Use:** Residential**Local Government:** MORETON BAY**Excluded Fixtures:** ■ attach annexure for additional space**Included Chattels:** ■ attach annexure for additional space**PRICE****Cyber Warning**

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

<b>PURCHASE \$ PRICE:</b>		<b>Deposit Holder:</b>	Image Sales
<b>DEPOSIT:</b>		<b>Deposit Holder's Trust Account:</b>	Image Sales Pty Ltd
Initial Deposit \$		<b>Bank:</b>	Macquarie Bank
payable on the day the Buyer signs this contract unless another time is specified below:		<b>BSB:</b> 184-446	<b>Account No:</b> 304522618
Within 2 Business Days from Contract Date		<b>DEFAULT INTEREST RATE:</b>	_____ %
Balance Deposit \$		■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.	
(if any) payable on:			

**NOTE:** failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

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

000039902562

## SETTLEMENT

SETTLEMENT DATE: Days from Contract Date

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

**WARNING:** The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

## GST

**[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]**

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- ☐ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

*[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]*

## GST WITHHOLDING OBLIGATIONS

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

- ☒ No  
☐ Yes

← **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

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

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

*(select whichever is applicable)*

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

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

## LAND TAX

**NOTE:** This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

*[select one]*

- ☐ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

*[If not completed, no adjustment is to be made for land tax]*

## CONDITIONS

### FINANCE

Finance Amount: \$ Sufficient to complete transaction

Financier: Financier of Buyer's Choice

Finance Date: Days from Contract Date

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

### BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: Days from Contract Date

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

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

000039902562

## MATTERS AFFECTING PROPERTY

### TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☒ **Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

### TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☐ No

☒ Yes, details are contained in the attached Tenancies Schedule

### OTHER MATTERS:

#### Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☐ No

☒ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is:

12/07/2025

← **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

### TREE ORDERS AND APPLICATIONS:

#### Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☒ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

← **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## POOL SAFETY

**Q1.** Is there a pool on the Lot or on adjacent land used in association with the Lot?

☒ No

☐ Yes

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

☐ No

☐ Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

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

☒ Installed in the residence

☐ Not installed in the residence

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

☒ Installed in the residence

☐ Not installed in the residence

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

← **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

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

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**LOTS IN A COMMUNITY TITLES SCHEME****(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

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

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))\*

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

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

(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))

(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))\*

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))\*

(g) Proposed Body Corporate resolutions (clause 12.10)\*

*\*Include in attachment if insufficient space*

**INSPECTION OF BODY CORPORATE RECORDS**

**Records Inspection Date:** \_\_\_\_\_

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

**LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL****(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

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

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))\*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))\*

(d) Proposed Body Corporate resolutions (clause 13.10)\*

*\*Include in attachment if insufficient space*

**INSPECTION OF BODY CORPORATE RECORDS**

**Records Inspection Date:** \_\_\_\_\_

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

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

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## SPECIAL CONDITIONS

1. This Contract may be entered into by and becomes binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other (or a photocopy, facsimile copy, or a printed electronic copy of that Contract) and transmitting a facsimile copy, or electronic copy of it to the other party or to the other party's agent or solicitor.
2. The seller/s hereby irrevocably authorises and directs the buyer/buyers solicitors to draw a cheque payable to the Agents for balance of their outstanding fees and charges including commission as per Tax Invoice provided prior to settlement.
3. The Buyer and Seller:
  - (i) Agree to an Electronic Settlement
  - (ii) Will use their best endeavours to have their respective Financial Institutions involved in the transaction to agree to an Electronic settlement (but are not liable if the Financial Institution does not agree if the Buyer or Seller complies with this subclause); and
  - (iii) If the Financial Institutions involved in the transaction agree to an Electronic Settlement, will not withdraw from participating in the Electronic Settlement unless clause 11.5(2) of the Terms of contract applies.

## SIGNATURES

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

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

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

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

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

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

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

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

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# TERMS OF CONTRACT

## FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

### 1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bank Cheque"**:
  - (i) includes a cheque drawn by a building society or credit union on itself; and
  - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
  - (i) a Saturday or Sunday;
  - (ii) a public holiday or special holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **"Contract Date"** or **"Date of Contract"** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
  - (i) registered encumbrances;
  - (ii) Unregistered Encumbrances; and
  - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
  - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;  
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
  - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
  - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
  - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
  - (ii) the Improvements; and
  - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
  - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

## 2. DEPOSIT

### 2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
  - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
    - (a) at 30 June of each year; and
    - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

### 2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:



- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
  - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

### 3. PURCHASE PRICE

#### 3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

#### 3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to the Lot and Improvements; and
  - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

### 3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

### 3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

### 3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
  - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
  - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

### 3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

### 3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
  - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

## 4. CONDITIONS

### 4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
  - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

## 4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

## 4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

*[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]*

## 5. SETTLEMENT

### 5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

### 5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
  - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
  - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
  - (c) the parties must:
    - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
  - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

### 5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.



#### 5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

#### 5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each Tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
    - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
    - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act; and
  - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
    - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
    - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
  - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
  - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
  - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

#### 5.6 Assignment of Covenants and Warranties

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

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

#### 5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

#### 5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

#### 5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

### 6. TIME

#### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

#### 6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
  - (b) under clause 6.3; or
  - (c) by agreement of the parties, but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

### 6.3 Extension of Settlement Date – Late Unsigning

- If:
- (a) the Settlement is an Electronic Settlement;
  - (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
  - (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
  - (d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

### 7.3 Requisitions

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

### 7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
  - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
  - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
  - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
  - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

- (2) Subject to clause 7.8, the Seller warrants that, at settlement:

- (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
- (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
- (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- (d) there will be no unsatisfied Court order or writ of execution affecting the Property.

- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (4) The Seller warrants that:

- (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
- (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.

- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).

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

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.

- (2) If:
  - (a) there is an error in the boundaries or area of the Lot;
  - (b) there is an encroachment by structures onto or from the Lot;
  - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
  - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:

- (a) immaterial; or
- (b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

## 7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
  - (a) issued on or after the Contract Date; or
  - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
  - (a) the Seller must comply with the Enforcement Notice; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

## 7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
  - (a) the Present Use is not lawful under the relevant planning scheme;
  - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
  - (c) access to the Lot passes unlawfully through other land;
  - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
  - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
  - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
  - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
  - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

## 7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in the Seller Disclosure Statement; or
  - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
  - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
  - (b) clauses 7.7(1)(e) and (g) do not apply.

*[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]*

## 7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

## 7.10 Dividing Fences

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

## 7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

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

### 8.2 Access

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

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.



- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

#### 8.4 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
  - (a) the entry condition report;
  - (b) the most recent routine inspection report;
  - (c) the RTA Form 2 Bond Lodgement form; and
  - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

#### 8.5 Possession Before Settlement

If possession is given before settlement:

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

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

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

#### 9.2 If Seller Affirms

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

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

#### 9.3 If Buyer Affirms

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

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

#### 9.4 If Seller Terminates

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

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

#### 9.5 If Buyer Terminates

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

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

#### 9.6 Seller's Resale

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

#### 9.7 Seller's Damages

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

#### 9.8 Buyer's Damages

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

#### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

### 10. GST

#### 10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

#### 10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

### 10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

### 10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
  - (a) must apply the Margin Scheme to the Supply of the Property; and
  - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

### 10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
  - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

### 10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
  - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
  - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

## 10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
  - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
  - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

## 10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

## 10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6), 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

# 11. GENERAL

## 11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

## 11.2 Duty

The Buyer must pay all duty on this contract.

## 11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
  - (a) 5 Business Days after posting; or
  - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

## 11.4 Electronic Signing

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

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

## 11.5 Pre-contract Disclosure

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

## 11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

## 11.7 Rights After Settlement

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

## 11.8 Further Acts

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

## 11.9 Severance

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

## 11.10 Interpretation

### (1) Plurals and Genders

Reference to:

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

### (2) Parties

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

### (3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.



(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

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

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

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

**11.11 Counterparts**

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

**12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS**

**12.1 When clause applies**

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

**12.2 Additional Definitions**

- (1) The following additional definitions apply:
- (a) "**Body Corporate**" means the body corporate of the Scheme.
- (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) "**Scheme**" means the community titles scheme containing the Lot;
- (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) "**Regulation Module**" means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

**12.3 Body Corporate Records Inspection**

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

**12.4 Adjustment of Land Tax**

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

**12.5 Body Corporate Debts**

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

#### 12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
  - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
  - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

#### 12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

#### 12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

#### 12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
  - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

#### 12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

#### 12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

### 13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

#### 13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

#### 13.2 Additional Definitions

- (1) The following additional definitions apply:
  - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
  - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
  - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
  - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
  - (f) "**Principal Body Corporate**" means:
    - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
    - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
  - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
    - (i) the *Integrated Resort Development Act 1987*; or
    - (ii) the *Mixed Use Development Act 1993*; or
    - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
    - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
    - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
  - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
  - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
  - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

### 13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
  - (a) the Buyer:
    - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
    - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
  - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

### 13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

### 13.5 Body Corporate Debts

- (1) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

### 13.6 Section 53 Notices

- (1) The Buyer must:
  - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
  - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

### 13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

### 13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

### 13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
  - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

### **13.10 Body Corporate Meetings**

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
  - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
  - (b) the Buyer would be materially prejudiced if required to settle this contract,unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

### **13.11 Property Adversely Affected**

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.