

# 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: \_\_\_\_\_  
Jamie Sharni Stanton  
ADDRESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: **4114**  
PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S AGENT

NAME: \_\_\_\_\_  
NGU Logan PTY Ltd T/A NGU REAL ESTATE LOGAN  
ABN: 22 683 226 360 LICENCE NO: 4837756  
ADDRESS: 497 Kingston Road  
SUBURB: Kingston STATE: QLD POSTCODE: \_\_\_\_\_  
PHONE: 07 3462 2870 MOBILE: 0481 815 780 EMAIL: rachel.h@ngurealestate.com.au

### SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: \_\_\_\_\_  
WALLACE LAW GROUP  
REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
Karena Callahan  
ADDRESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ MOBILE: 0414 907 460 EMAIL: karena@wallacelawgroup.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)

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**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: 2/1 Frankland AvenueSUBURB: Waterford STATE: QLD POSTCODE: 4133**DESCRIPTION:** **LOT:** 2 **PLAN:** SP243650 **AREA:** 186 sqm ← more or less**TITLE REFERENCE:** 50858495 **SOLD AS:** ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.**Present Use:** RESIDENTIAL**Local Government:** LOGAN CITY**Excluded Fixtures:** NIL ■ attach annexure for additional space**Included Chattels:** NIL ■ 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.

**PURCHASE \$**  
**PRICE:** \_\_\_\_\_**DEPOSIT:**  
Initial Deposit \$ \_\_\_\_\_

payable on the day the Buyer signs this contract unless another time is specified below:

Two Business Days From Contract DateBalance Deposit \$ \_\_\_\_\_  
(if any)payable on: Two Business Days FromFinance Approval

**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.

<b>Deposit Holder:</b>	NGU Logan PTY LTD
<b>Deposit Holder's Trust Account:</b>	NGU Logan PTY LTD Trust Account
<b>Bank:</b>	Commonwealth Bank
<b>BSB:</b> 064-194	<b>Account No:</b> 1071 8819

**DEFAULT INTEREST RATE:** \_\_\_\_\_ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

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

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## 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 PURCHASE

Financier: FINANCIER OF BUYERS 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)*

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## 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)).

Any encumbrance relating to water, sewage, drainage, electricity or any other service which in any way affects the land whether such encumbrance is registered, unregistered or resulting from any other statute

### 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

← **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.

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

29 March 2025

### 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

← **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.

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:** 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))* | REFER TO DISCLOSURE STATEMENT |
| (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*       | REFER TO DISCLOSURE STATEMENT |
| (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))*                     | REFER TO DISCLOSURE STATEMENT |
| (d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))            | REFER TO DISCLOSURE STATEMENT |
| (e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*    | REFER TO DISCLOSURE STATEMENT |
| (f) Outstanding by-law contravention notices (clause 12.9(1)(c))*                          | REFER TO DISCLOSURE STATEMENT |
| (g) Proposed Body Corporate resolutions (clause 12.10)*                                    | REFER TO DISCLOSURE STATEMENT |

\*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))                     | REFER TO DISCLOSURE STATEMENT |
| (b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))* | REFER TO DISCLOSURE STATEMENT |
| (c) Outstanding by-law contravention notices (clause 13.9(1)(c))*                       | REFER TO DISCLOSURE STATEMENT |
| (d) Proposed Body Corporate resolutions (clause 13.10)*                                 | REFER TO DISCLOSURE STATEMENT |

\*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

1.1 It is agreed by all parties that any notice of execution of the Contract of sale may be sent by email. This special condition shall be conclusive proof that each of the parties consented to receiving notice of execution of the Contract by email prior to the notice being sent.

1.2 If no email address is listed on the Contract for a party or their solicitor then the other party may use the email address on any correspondence sent to them.

1.3 The email will be deemed to be received 15 minutes after it was sent. The sender's copy of the email with the time noted is sufficient evidence.

2. The Seller acknowledges that if the Deposit held by the Deposit Holder is insufficient to cover the Agent's commission and/or outstanding marketing and hereby irrevocably authorises and directs the Buyer's solicitor to draw a separate cheque at settlement to cover the Agent's commission less any Deposit held by the Deposit Holder.

### 3. Counterpart

This Contract may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original, but such counterparts together will constitute one and the same instrument.

## 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*;

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- (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.

## Tenancies Schedule

Schedule to REIQ Contract for Sale and Purchase of Residential Real Estate

### TENANT

**Note:** For the purpose of this Contract, a Tenant may include a resident named in a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.

NAME/S:

Jazmine Skye Lake

TERM AND OPTIONS: Fixed

STARTING DATE OF TERM:  
29 March 2025ENDING DATE OF TERM:  
28 March 2026RENT:  
\$ 550BOND:  
\$ 2200

NAME/S:

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:  
\$BOND:  
\$

### MANAGING AGENT

AGENCY: Little Real Estate

PROPERTY MANAGER: Ally Henderson

ADDRESS: 2 Murrajong Road

SUBURB: Springwood

STATE: QLD

POSTCODE: 4127

PHONE: 0437 566 878

EMAIL: ally.henderson@little.com.au

# 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 **JAMIE SHARNI STANTON**

Property address  
(referred to as the “property” in this statement) **2/1 FRANKLAND AVENUE, WATERFORD QLD 4133**

Lot on plan description **2/SP243650**

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:
	<input checked="" type="checkbox"/> <b>Yes</b> <input 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 type="checkbox"/> <b>Yes</b> <input checked="" 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> <table border="1" data-bbox="973 510 1484 694"> <tr> <td>» the start and end day of the term of the lease:</td> <td>29.03.25-28.03.26</td> </tr> <tr> <td>» the amount of rent and bond payable:</td> <td>\$550RentPW \$2200Bond</td> </tr> <tr> <td>» whether the lease has an option to renew:</td> <td>Fixed</td> </tr> </table> <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> <div data-bbox="376 1016 1489 1285" style="border: 1px solid black; height: 120px;"></div>	» the start and end day of the term of the lease:	29.03.25-28.03.26	» the amount of rent and bond payable:	\$550RentPW \$2200Bond	» whether the lease has an option to renew:	Fixed
» the start and end day of the term of the lease:	29.03.25-28.03.26						
» the amount of rent and bond payable:	\$550RentPW \$2200Bond						
» whether the lease has an option to renew:	Fixed						
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div data-bbox="376 1384 1489 1644" style="border: 1px solid black; padding: 5px;"> <p>Potable water connection, sewerage, drainage, NBN, Telstra and any applicable statutory rights to access the lot to repair or maintain that infrastructure. See attached Plan.</p> </div>						
<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>) <span style="border: 1px solid black; padding: 2px 20px;">29.03.25</span></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>	<p>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>):</p> <div style="border: 1px solid black; padding: 5px;">Low Density Residential</div>
<b>Transport proposals and resumptions</b>	<p>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. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>
<p>* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i>. A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</p>	
<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p> <p><b>The following notices are, or have been, given:</b></p> <p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p> <p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p> <p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p>
<b>Trees</b>	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>
<b>Heritage</b>	<p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></span></p>
<b>Flooding</b>	<p>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.</p>
<b>Vegetation, habitats and protected plants</b>	<p>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.</p>

## 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>	<p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<b>Unlicensed building work under owner builder permit</b>	<p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p><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></p>	
<b>Notices and orders</b>	<p>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.</p> <p>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.</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>
<b>Building Energy Efficiency Certificate</b>	<p>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.</p>	
<b>Asbestos</b>	<p>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.</p>	

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: <input type="text" value="\$703.98"/> Date Range: <input type="text" value="01.07.25-30.09.25"/>
	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 <input type="checkbox"/> is issued by a local government for the property.

\*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*.

<b>Water</b>	<b>Whichever of the following applies—</b>
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: <input type="text" value="\$324.51"/> Date Range: <input type="text" value="01.07.25-30.09.25"/>
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text"/> Date Range: <input type="text"/>

\* 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.**

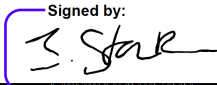
<b>Body Corporate and Community Management Act 1997</b>	<p><b>The property is included in a community titles scheme.</b> <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>(If Yes, complete the information below)</p>
<b>Community Management Statement</b>	<p>A copy 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. <input checked="" type="checkbox"/> <b>Yes</b></p> <p><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.</p>
<b>Body Corporate Certificate</b>	<p>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. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul>
<b>Statutory Warranties</b>	<p><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.</p>

<b>Building Units and Group Titles Act 1980</b>	<p><b>The property is included in a BUGTA scheme</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>(If Yes, complete the information below)</p>
<b>Body Corporate Certificate</b>	<p>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. <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul> <p><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.</p>



Signatures – SELLER

Signed by:  


Signature of seller

Jamie Sharni Stanton

Name of Seller

28/8/2025

Date

Signature of seller

Name of Seller

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: 53088547  
Search Date: 22/08/2025 13:47

Title Reference: 50858495  
Date Created: 29/09/2011

Previous Title: 50810444

REGISTERED OWNER

Dealing No: 721546074 15/03/2022

JAMIE SHARNI STANTON

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 243650  
Local Government: LOGAN  
COMMUNITY MANAGEMENT STATEMENT 42945

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 11738114 (POR 160)
2. MORTGAGE No 723476287 20/08/2024 at 15:08  
PERPETUAL CORPORATE TRUST LIMITED A.C.N. 000 341 533

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

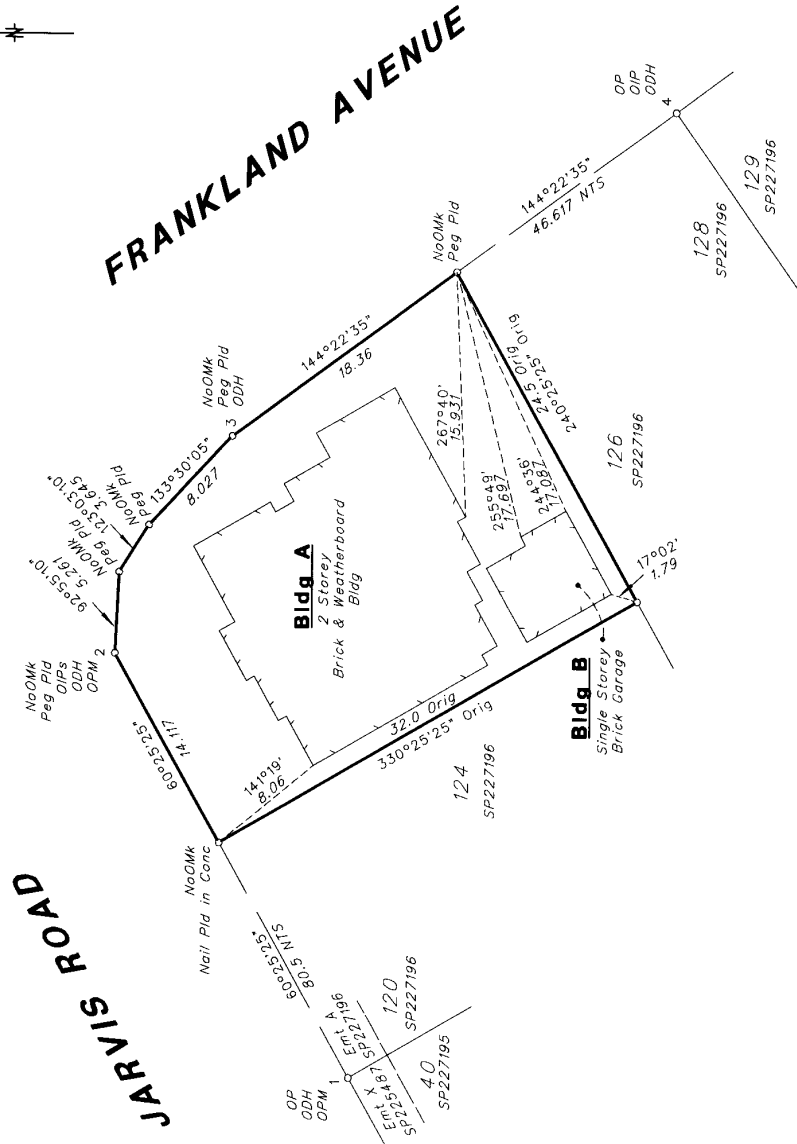
\*\* End of Current Title Search \*\*

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

Land Title Act 1994 : Land Act 1994  
Form 21 Version 2

## SURVEY PLAN

Sheet 1 of 2

ORIGINAL INFORMATION COMPILED FROM SP227196 IN THE  
DEPARTMENT OF ENVIRONMENT & RESOURCE MANAGEMENTBase Parcel Area 703m<sup>2</sup>

STN	TO	ORIGIN	BEARING	DIST
1	ODH & W	40/IS207233	328°04'30"	14.143
2	OIP (Not Searched)	105/SP174611	232°33'20"	1.852
2	OIP (Not Searched)	4/IS224796	36°27'15"	4.296
2	ODH & W	4/SP227196	324°08'50"	8.794
3	ODH & W	5/IS224796	77°59'	13.244
4	ODH & W	23a/SP227198	59°47'50"	3.467
4	OIP (Not Searched)	6a/IS224796	57°43'40"	0.785

PM	ORIGIN	BEARING	DIST	REMARKS
1-OPM150354	3/SP227196	266°30'50"	130.15	STANDARD
2-OPM165478	5/DP214438	44°28'20"	127.33	STANDARD

ANDREWS & HANSEN PTY LTD  
ACN 010 142 784

hereby certify that the land comprised in this plan was surveyed by the corporation, by Mark Herve Klynsmith surveying associate for whose work the corporation accepts responsibility, under the supervision of Colin Robert Hansen, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards, and that the said survey was completed on 27/05/2011.

Director

Date 8/6/2011

PLAN OF LOTS 1 - 3 &  
COMMON PROPERTY

Cancelling Lot 125 on SP227196

PARISH: BOYD

COUNTY: WARD

Meridian: MGA Vide SP227196

F/N's: NO

Scale: 1 : 300

Format: BUILDING



SP243650

Plan Status:

<div style="font-size: 24px; font-weight: bold;">714073037</div> <div style="text-align: right; margin-top: 5px;">             \$509.95              21/09/2011 12:47           </div> <div style="font-weight: bold; margin-top: 10px;">GC 400 NT</div>		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.	
Registered		5. Lodged by <b>ROBBINS WATSON GC 93</b> <b>PO BOX 2505</b> <b>BURKEIGH BC QLD 4220</b> <b>TELEPHONE 07 5576 9999</b> <b>REF 1106750-AMW</b> <small>(Include address, phone number, reference, and Lodger Code)</small>	

<b>1. Certificate of Registered Owners or Lessees.</b> I/We <u>SEATREE PTY LTD</u> <u>ACN 117 908 479</u>  (Names in full) * as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. * as Lessees of this land agree to this plan.  <div style="text-align: right; margin-right: 50px;"> <b>SOLE DIRECTOR</b>            Signature of * Registered Owners * Lessees  <b>SEATREE PTY LTD ACN 117 908 479</b> </div>   <small>* Rule out whichever is inapplicable</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3">6. Existing</th> <th colspan="3">Created</th> </tr> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> <tr> <td>50810444</td> <td>125</td> <td>SP227196</td> <td>1 - 3 &amp; CP</td> <td></td> <td></td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-right: 1px solid black; padding: 5px;"> <b>Mortgage</b>  <b>714004893</b> </td> <td style="padding: 5px;"> <b>Lots to be encumbered</b>  <b>1 &amp; 2, 43</b> </td> </tr> </table>	6. Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	50810444	125	SP227196	1 - 3 & CP			<b>Mortgage</b> <b>714004893</b>	<b>Lots to be encumbered</b> <b>1 &amp; 2, 43</b>
6. Existing			Created																		
Title Reference	Lot	Plan	Lots	Emts	Road																
50810444	125	SP227196	1 - 3 & CP																		
<b>Mortgage</b> <b>714004893</b>	<b>Lots to be encumbered</b> <b>1 &amp; 2, 43</b>																				

<b>2. Local Government Approval.</b> <b>COUNCIL OF THE CITY OF LOGAN</b> * hereby approves this plan in accordance with the :  <div style="text-align: center; margin-top: 20px;"> <b>Sustainable Planning Act 2009</b> </div> Dated this <u>NINETEENTH</u> day of <u>July</u> 2011  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <b>SHANE MURPHY</b> </div> <div style="text-align: center;"> <b>Manager Development Assessment under Delegated Authority</b>  <b>Minute No: 360/2010</b> </div> </div> <small>* Insert the name of the Local Government.    * Insert Integrated Planning Act 1997 or Local Government (Planning &amp; Environment) Act 1990</small>	<div style="text-align: right; margin-bottom: 10px;">20/08/10</div> <b>DEVELOPMENT APPROVAL DATE</b> .....  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">1 - 3 &amp; CP</td> <td style="width: 50%; text-align: center;">POR 160</td> </tr> <tr> <td style="text-align: center;">Lots</td> <td style="text-align: center;">Orig</td> </tr> </table> <b>7. Portion Allocation :</b>  <b>8. Map Reference :</b> <div style="text-align: right;">9542-42342</div> <b>9. Locality :</b> <div style="text-align: right;">WATERFORD</div> <b>10. Local Government :</b> <div style="text-align: right;">LOGAN CITY COUNCIL</div> <b>11. Passed &amp; Endorsed :</b> <div style="text-align: right;">ANDREWS &amp; HANSEN PTY LTD</div> By : <u>ACN 010 742 784</u> Date : <u>8/6/2011</u> <u>14/9/2011</u> <u>CMH</u> Signed : Designation : <b>CADASTRAL SURVEYOR/DIRECTOR</b>	1 - 3 & CP	POR 160	Lots	Orig
1 - 3 & CP	POR 160				
Lots	Orig				

<b>3. Plans with Community Management Statement</b> CMS Number : <u>42945</u> Name : <u>1 FRANKLAND AVENUE</u>	<b>4. References :</b> Dept File : Local Govt : <u>70624-1</u> Surveyor : <u>13912</u>
--	---

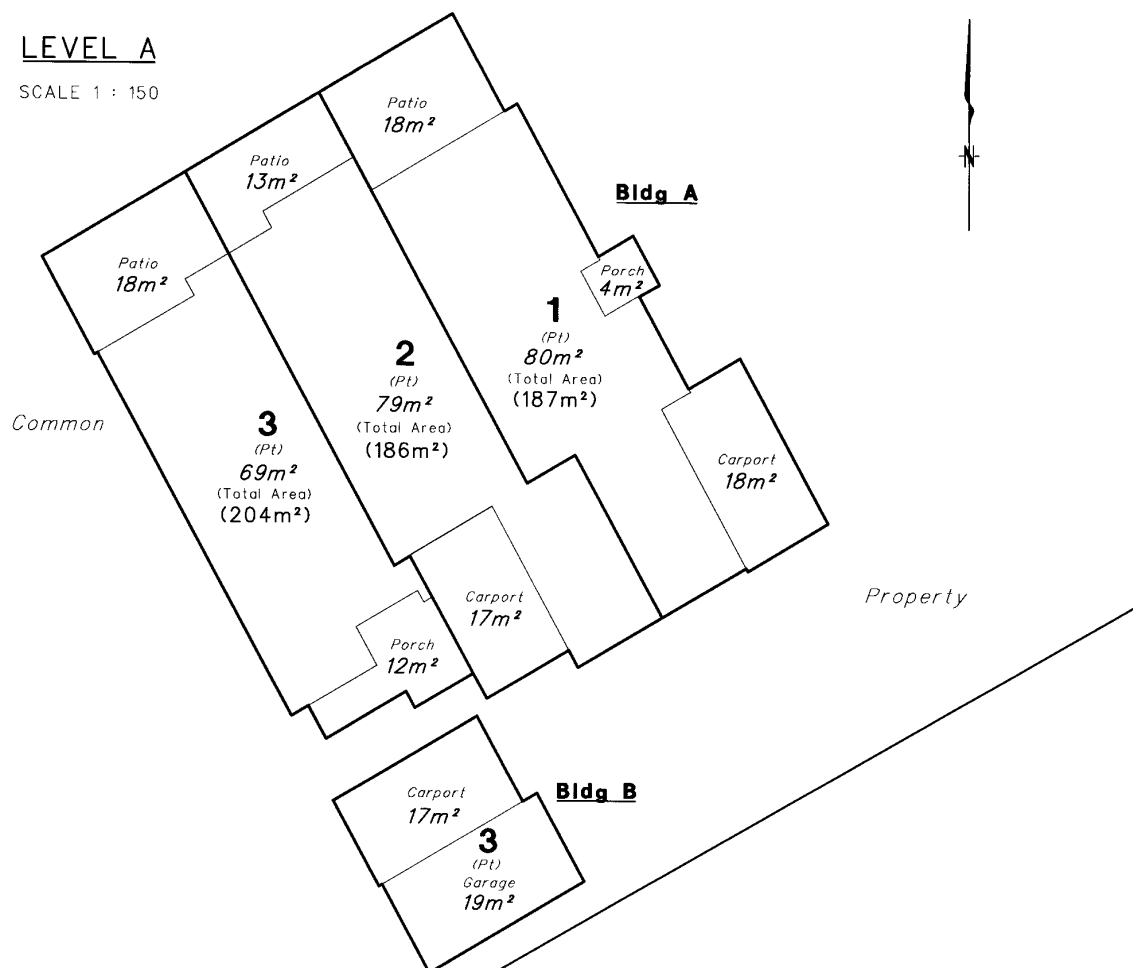
<b>12. Building Format Plans only.</b> I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads: <del>* Part of the building shown on this plan encroaches onto adjoining lots and road</del>	<b>13. Lodgement Fees :</b> Survey Deposit \$ Lodgement \$ ..... <b>New Titles</b> \$ Photocopy \$ Postage \$ TOTAL \$
---	--

<b>14. Insert Plan Number</b> <div style="text-align: right; font-weight: bold; font-size: 18px;">SP243650</div>
---

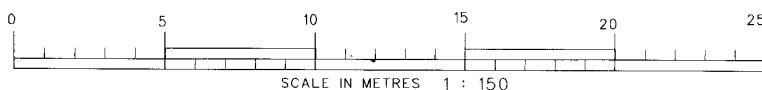
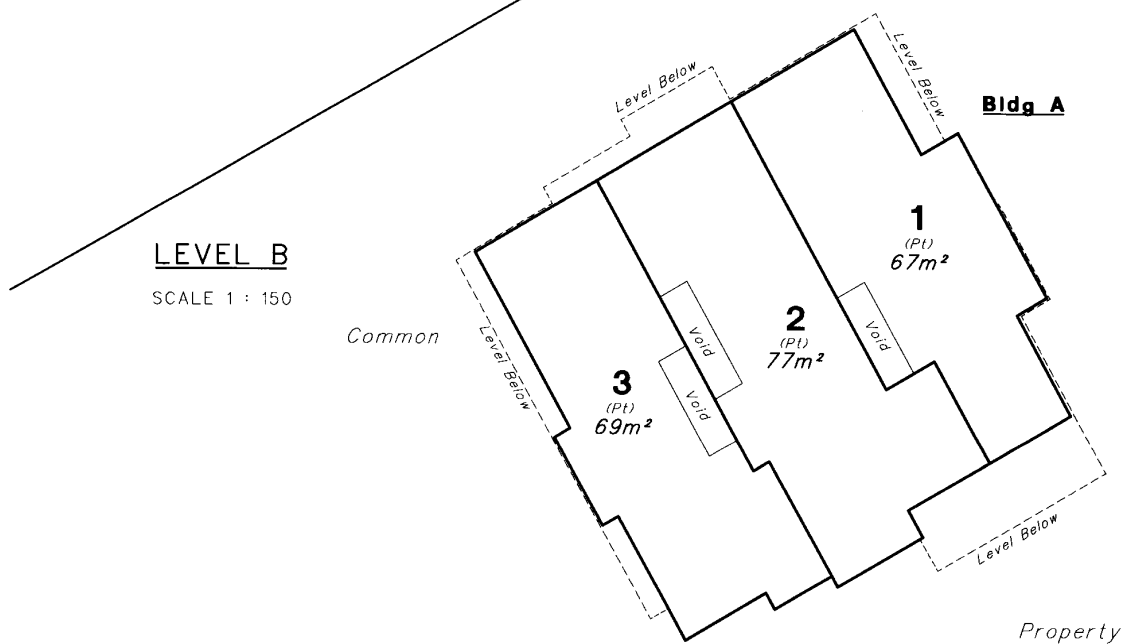
**LEVEL A**

SCALE 1 : 150



**LEVEL B**

SCALE 1 : 150



State copyright reserved.

Insert Plan Number **SP243650**

**LOTSEARCH REFERENCE**  
LS095359 BR

**REPORT DATE**  
27 Aug 2025 17:46:07

**CLIENT ID**  
171511326

**ADDRESS**  
Unit, 2 1 Frankland Avenue, Waterford  
QLD 4133

**SITE AREA**  
101m<sup>2</sup>

**COUNCIL**  
Logan City



**LOTSEARCH**  
ENVIRONMENTAL

**LOT/PLAN**  
Lot 2, SP243650

## Bushfire Risk Search

**Disclaimer:**

The purpose of this report is to provide a summary of publicly available bushfire information affecting the site as defined by the boundary shown on the maps within this report.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of bushfire risk at the site or the desirability or market value of the property or its features.

You should obtain independent advice from a suitably qualified consultant or advisor before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.

Natural hazard reporting and mapping by public authorities is constantly changing. This report is based on data listed in Report Datasets and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.



## Bushfire Risk Search

### Bushfire Risk Summary

Bushfire is a major natural hazard in many parts of Australia. The existence of bushfire hazards at a site could have a range of potential site impacts, including:

- how land can be used or developed;
- requirements under planning and building regulations;
- availability and cost of insurance; and
- threats to human safety and biodiversity values.

This report provides information on the potential bushfire hazard for a site and its surrounding area. It can be used to assist with understanding bushfire risk. The search results are based upon the data supplied on the dates given in the 'Report Datasets' section of this report.

**LOTSEARCH REFERENCE**  
LS095359 BR

**REPORT DATE**  
27 Aug 2025 17:46:07

**CLIENT ID**  
171511326

**ADDRESS**  
Unit, 2 1 Frankland Avenue, Waterford  
QLD 4133

**SITE AREA**  
101m<sup>2</sup>

**COUNCIL**  
Logan City

**LOT/PLAN**  
Lot 2, SP243650

#### CUSTOMER SUPPORT

[support@lotsearch.com.au](mailto:support@lotsearch.com.au)

+61 (02) 8287 0680

[lotsearch.com.au](http://lotsearch.com.au)



#### Bushfire Prone Areas

Is this site in a designated Bushfire Prone Area?

**No**

The nearest Bushfire Prone Area is **77m** from this site.



#### Bushfire History

Does the bushfire history data indicate that a bushfire has previously burnt this site?

**No**

The nearest recorded bushfire was over 500m from this site.

#### Next Steps

Additional planning requirements may apply for development that is on land designated as Bushfire Prone. Refer to the 'Further Information' section of this report for an explanation of the hazard area and links to important resources. You should consult a suitably qualified consultant or advisor for specific information about how the bushfire hazard(s) presented in this report affect your particular circumstances.



# LOTSEARCH

ENVIRONMENTAL

## Bushfire Risk Search

### Further Information

#### What are Bushfire Prone Areas?

In Queensland, a Bushfire Prone Area (BPA) is an area identified as having the potential to support a bushfire. BPAs are designated and administered by the Local Government under the *Building Act 1975* (Qld) within a local planning instrument.

Building work in a BPA is subject to specific building regulation requirements, including building to a national bushfire construction standard (Building Code of Australia) and the Queensland Development Code.

#### What are Bushfire Overlays?

Councils provide a bushfire overlay within their local planning scheme. Bushfire overlays allow councils to apply different building controls and planning requirements to sites within BPAs dependent on hazard level. Please consult the building laws and local planning scheme for further information.

#### Bushfire Preparation and Survival Resources

The absence of a mapped area of bushfire hazard does not mean that the site or its surroundings are hazard-free. Whether your site is in a BPA or not, you should consider visiting the links below to further understand bushfire hazards:

- [Queensland Fire Department \(QFD\)](#)
- [Bushfire Survival Plan](#)





# Bushfire Prone Areas

Unit, 2 1 Frankland Avenue, Waterford QLD 4133



Bushfire Prone Areas

Site Boundary

Search Radius - 500m

Property Boundary

## Bushfire Hazard Overlay

Very High Potential Bushfire Intensity

High Potential Bushfire Intensity

Medium Potential Bushfire Intensity

Potential Impact Buffer

Out of State/LGA Coverage

**Coordinate System:**  
GDA 1994 MGA Zone 56

**Imagery Years:**  
2022

**Imagery Source:**  
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

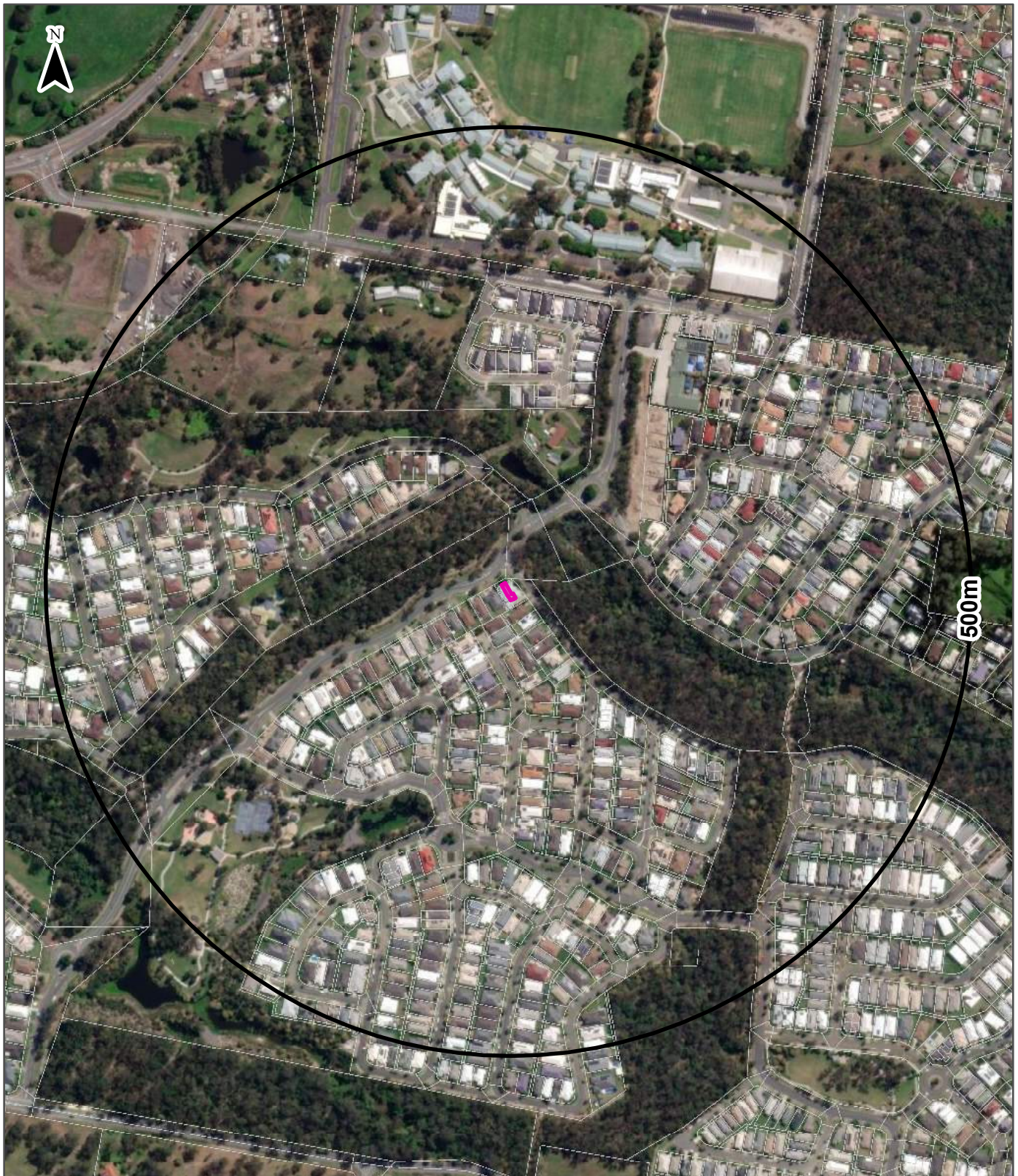
Scale (m)  
0 200 400





# Bushfire History

Unit, 2 1 Frankland Avenue, Waterford QLD 4133



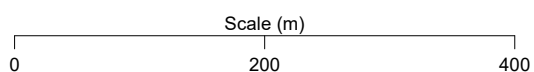
500m

- |                      |                             |
|----------------------|-----------------------------|
| Site Boundary        | Area Burnt by Past Bushfire |
| Search Radius - 500m | Bushfire Boundaries         |
| Property Boundary    | Out of State Coverage       |

**Coordinate System:**  
GDA 1994 MGA Zone 56

**Imagery Years:**  
2022

**Imagery Source:**  
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity







# LOTSEARCH

## ENVIRONMENTAL

## Bushfire Risk Search

## Report Datasets

Datasets used within this report, detailing their custodian and currency. Please note:

- Prescribed burns have been excluded from bushfire history datasets
- Bushfire history data from neighbouring states may be excluded

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Statewide Bushfire Prone Areas	QLD Department of Resources	07/05/2025	28/06/2017	Annually
Historical Bushfire Boundaries	Geoscience Australia	20/12/2024	24/10/2024	Annually

## Useful Contacts

To obtain further information regarding bushfire hazard, please contact your local council or the QFD.

**Lotsearch Pty Ltd**  
[www.lotsearch.com.au](http://www.lotsearch.com.au)  
support@lotsearch.com.au  
(02) 8287 0680

**Queensland Fire Department**  
<https://www.fire.qld.gov.au/>

**Logan City**  
<http://www.logan.qld.gov.au/>  
council@logan.qld.gov.au  
(07) 3412 3412

[Click for 'Use of Report - Applicable Terms'](#)

## Department of Transport and Main Roads

### Property Search - Advice to Applicant

Property Search reference **943164**

Date: 27/08/2025

Search Request reference: **171511328**

#### Applicant details

Applicant: Karena Callahan

karena@wallacelawgroup.com.au

Buyer: not known not known

#### Search response:

Your request for a property search on Lot 2 on Plan SP243650 at Unit 2 1 Frankland Av, Waterford Qld 4133 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

#### **Note:**

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.  
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.  
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

#### **Disclaimer:**

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

#### **Privacy Statement:**

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



Department of the Environment, Tourism, Science and Innovation (DETSI)  
ABN 46 640 294 485  
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA  
[www.detsi.qld.gov.au](http://www.detsi.qld.gov.au)

**SEARCH RESPONSE**  
**ENVIRONMENTAL MANAGEMENT REGISTER (EMR)**  
**CONTAMINATED LAND REGISTER (CLR)**

InfoTrack PTY LTD  
PO Box 10314, Adelaide Street  
Brisbane QLD 4001

Transaction ID: 51043528      EMR Site Id: 22 August 2025  
Cheque Number:  
Client Reference:

This response relates to a search request received for the site:

Lot: 2      Plan: SP243650  
2/1 FRANKLAND AV  
WATERFORD

**EMR RESULT**

The above site is NOT included on the Environmental Management Register.

**CLR RESULT**

The above site is NOT included on the Contaminated Land Register.

**ADDITIONAL ADVICE**

All search responses include particulars of land listed in the EMR/CLR when the search was generated.  
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email [emr.clr.registry@detsi.qld.gov.au](mailto:emr.clr.registry@detsi.qld.gov.au)

**Administering Authority**

## Insurance as at 27/08/2025

Community Titles Scheme 42945

1 Frankland Avenue, 1 Frankland Avenue,  
WATERFORD QLD 4133

Policy No.	HU000609374	CHU UNDERWRITING AGENCIES PTY LTD
	3	
Type:	Strata	Broker: BODY CORPORATE BROKERS P O BOX 5579, GOLD COAST MAIL CENTRE QLD 9726
Premium:	\$4,744.32	Paid on: 18/10/2024    Policy start date: 10/11/2024    Next due: 10/11/2025
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Building	\$1,653,750.00	\$1,000.00
Loss of Rent	\$248,062.00	\$0.00
Catastrophe	\$248,062.00	\$0.00
Legal Liability	\$10,000,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Voluntary Workers	200,000/2,000	\$0.00
Govt. Audit & Legal Expenses	\$175,000.00	\$0.00

Last valuation done on 03/08/2022

Insurance valuation \$1,550,000.00

## Income & Expenditure Statement for the financial year to 30/09/2024

1 FRANKLAND AVENUE CTS 42945

1 Frankland Avenue, 1 Frankland Avenue,  
WATERFORD QLD 4133

### Administrative Fund

	Current period 01/10/2023-30/09/2024	Annual budget 01/10/2023-30/09/2024	Previous year 01/10/2022-30/09/2023
<b>Revenue</b>			
Admin Levies Raised	7,400.01	7,400.00	7,299.99
<i>Total revenue</i>	<u>7,400.01</u>	<u>7,400.00</u>	<u>7,299.99</u>
<b>Less expenses</b>			
BAS/IAS/TAX/ATO Work	0.00	40.00	35.00
Body Corporate Manager	630.00	630.00	630.00
Body Corporate Manager - Extra Administrative Work	84.73	29.72	86.40
Council - Rates/Water/Refuse Charges	475.70	700.00	672.53
DEFT Payment System	33.72	33.42	32.76
DEFT Processing Fees--Exempt from GST	3.60	5.00	4.20
Disbursements	59.85	29.40	58.14
Insurance Premiums	4,157.56	4,157.56	4,070.11
Maint Bldg--Gutter Cleaning	0.00	495.00	495.00
Maint Bldg--Pest/Vermin Control	150.00	0.00	0.00
Maint Bldg--Plumbing & Drainage	0.00	250.00	220.00
Maint Grounds--Lawns & Gardening	0.00	0.00	335.00
<i>Total expenses</i>	<u>5,595.16</u>	<u>6,370.10</u>	<u>6,639.14</u>
<b>Surplus/Deficit</b>	<u>1,804.85</u>	<u>1,029.90</u>	<u>660.85</u>
Opening balance	(86.21)	(86.21)	(747.06)
<b>Closing balance</b>	<u><u>\$1,718.64</u></u>	<u><u>\$943.69</u></u>	<u><u>-\$86.21</u></u>



**Sinking Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/10/2023-30/09/2024	01/10/2023-30/09/2024	01/10/2022-30/09/2023
<b>Revenue</b>			
Sinking Levies Raised	3,573.99	3,574.00	3,470.01
<i>Total revenue</i>	3,573.99	3,574.00	3,470.01
<b>Less expenses</b>			
Maint Bldg--Plant/Equipment/Assets	0.00	0.00	329.00
Maint Bldg--Pressure Cleaning/Washdown	0.00	0.00	1,155.00
<i>Total expenses</i>	0.00	0.00	1,484.00
<b>Surplus/Deficit</b>	3,573.99	3,574.00	1,986.01
Opening balance	16,091.20	16,091.20	14,105.19
<b>Closing balance</b>	<b>\$19,665.19</b>	<b>\$19,665.20</b>	<b>\$16,091.20</b>

## Detailed Balance Sheet

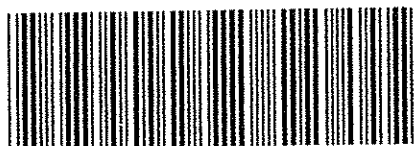
### As at 30/09/2024

1 FRANKLAND AVENUE CTS 42945

1 Frankland Avenue, 1 Frankland Avenue,  
WATERFORD QLD 4133

	Current period	Previous year
<b>Owners' funds</b>		
<b>Administrative Fund</b>		
Operating Surplus/Deficit--Admin	1,804.85	660.85
Owners Equity--Admin	(86.21)	(747.06)
	<u>1,718.64</u>	<u>(86.21)</u>
<b>Sinking Fund</b>		
Operating Surplus/Deficit--Sinking	3,573.99	1,986.01
Owners Equity--Sinking	16,091.20	14,105.19
	<u>19,665.19</u>	<u>16,091.20</u>
<b>Net owners' funds</b>	<u><b>\$21,383.83</b></u>	<u><b>\$16,004.99</b></u>
<b>Represented by:</b>		
<b>Assets</b>		
<b>Administrative Fund</b>		
Cash at Bank--Cheque Account--Admin	5,418.63	3,563.80
	<u>5,418.63</u>	<u>3,563.80</u>
<b>Sinking Fund</b>		
Cash at Bank--Sinking	21,452.20	17,826.19
	<u>21,452.20</u>	<u>17,826.19</u>
<b>Total assets</b>	<u>26,870.83</u>	<u>21,389.99</u>
<b>Less liabilities</b>		
<b>Administrative Fund</b>		
Prepaid Levies--Admin	3,699.99	3,650.01
	<u>3,699.99</u>	<u>3,650.01</u>
<b>Sinking Fund</b>		
Prepaid Levies--Sinking	1,787.01	1,734.99
	<u>1,787.01</u>	<u>1,734.99</u>
<b>Total liabilities</b>	<u>5,487.00</u>	<u>5,385.00</u>
<b>Net assets</b>	<u><b>\$21,383.83</b></u>	<u><b>\$16,004.99</b></u>

Dealing Number



714073032

\$132.50

21/09/2011 12:44

GC 460

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY  
MANAGEMENT STATEMENT FOR 1 FRANKLAND  
AVENUE COMMUNITY TITLES SCHEME

Lodger (Name, address, E-mail & phone number)

ROBBINS WATSON  
PO BOX 2505  
BURLEIGH MDC QLD 4220  
Telephone 07 5576 9999

Lodger

Code

GC93

2. Lot on Plan Description	County	Parish	Title Reference
LOT 125 ON SP 227196	WARD	BOYD	50810444

3. Registered Proprietor/State Lessee

SEATREE PTY LTD A.C.N. 117 908 479

4. Interest

FEE SIMPLE

5. Applicant

SEATREE PTY LTD A.C.N. 117 908 479

6. Request

I hereby request that the First Community Management Statement (including Services Location Diagram) deposited herewith be recorded as the Community Management Statement for 1 Frankland Avenue Community Titles Scheme and that ~~PO Box 10338, Southport BC Qld 4215~~ be recorded as the address for service of the Body Corporate for the Scheme. *PO BOX 144, ELANORA QLD 4221*

7. Execution by applicant

SEATREE PTY LTD A.C.N. 117 908 479

15/08/2011  
Execution Date

..... Sole Director  
Applicant's or Solicitor's Signature

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

THIS STATEMENT  
WITH A FOR  
CASE OF A  
WITHIN THE  
CONSENT BY

42945

Statement incorporates and must  
include the following:

Schedule of lot entitlements  
Plan of development of scheme land  
laws

... other details

Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

1 FRANKLAND DRIVE AVENUE COMMUNITY TITLES SCHEME

2. Regulation module

SMALL SCHEMES

3. Name of body corporate

THE BODY CORPORATE FOR 1 FRANKLAND DRIVE AVENUE COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY FOR 1 FRANKLAND DRIVE AVENUE	WARD	BOYD	
LOT 1 ON SP243650	WARD	BOYD	
LOT 2 ON SP243650	WARD	BOYD	
LOT 3 ON SP243650	WARD	BOYD	

5. #Name and address of original owner

SEATREE PTY LTD ACN 119 908 479  
PO BOX 10338  
SOUTHPORT QLD 4215

6. Reference to plan lodged with this statement

SP243650

# first community management statement only

7. Local Government community management statement notation

SHANE MURPHY - PROGRAM LEADER (DAB) signed  
LOGAN CITY COUNCIL name and designation  
name of Local Government

8. Execution by original owner/Consent of body corporate

11/17/2011  
Execution Date

SEATREE PTY LTD ACN 119 908 479

SOLE DIRECTOR

\*Execution

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Title Reference

1 Frankland Avenue Community Titles Scheme

SCHEDULE A

SCHEDULE OF PROPOSED LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP243560	1	1
Lot 2 on SP243650	1	1
Lot 3 on SP243650	1	1
<b>TOTALS</b>	3	3

In accordance with section 66(1)(db) of the Body Corporate and Community Management Act the Contribution Schedule Lot Entitlements have been described using the Equality principle.

In accordance with Section 66 (1)(dc) of the Body Corporate and Community Management Act the Interest Schedule Lot Entitlements have been decided using the Market Value principle and they reflect the respective market value of the lots.

SCHEDULE B

EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66 (1) (f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable. - There is to be no further development of the scheme land.

SCHEDULE C

BY-LAWS

Noise

1. The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

Vehicles

2. (1) The occupier of a lot must not, without the body corporate's written approval -
  - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
  - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (2) An approval under subsection (1) must state the period for which it is given with the exception of designated visitor parking.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

Obstruction

3. The occupier of a lot must not obstruct the lawful use of the common property by someone else.

Damage to lawns etc.

4. (1) The occupier of a lot must not, without the body corporate's written approval -

---

**Title Reference****1 Frankland Avenue Community Titles Scheme**

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**Damage to common property**

5. (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

**Behaviour of invitees**

6. An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

**Leaving of rubbish, etc. on the common property**

7. The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**Appearance of lot**

8. (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the body corporate's written approval -
- (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
  - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.
- (3) This section does not apply to a lot created under a standard format plan of subdivision.

**Storage of flammable materials**

9. (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

Title Reference

1 Frankland Avenue Community Titles Scheme

- (3) However, this section does not apply to the storage of fuel in -
- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
  - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**Garbage disposal**

10. (1) Unless the body corporate provides some way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered in the lot, or on a part of the common property designated by the body corporate for the purpose.
- (2) The occupier of a lot must -
- (a) comply with all local government local laws about disposal of garbage; and
  - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**Keeping of animals**

11. (1) The occupier of a lot must not, without the body corporate's written approval -
- (a) bring or keep an animal on the lot or common property; or
  - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

**Exclusive use**

12. The Registered Owners of lots identified in Schedule "E" are entitled to exclusive use of the areas allocated therein and as identified on the sketch plan marked "A" attached hereto.

**SCHEDULE D**

**OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

**Statutory Easement Allocation Matrix**

**LOTS AFFECTED BY SERVICE EASEMENTS AND STATUTORY EASEMENTS**

Lots on Plan	Statutory Easement	Services Location Diagram showing service easements.
CP of 1 Frankland Avenue CTS	Water, electricity, telephone	B (Page 7 of 7)
CP OF 1 FRANKLAND AVENUE CTS	Sewerage, drainage, support	B (PAGE 7 OF 7)
CP OF 1 FRANKLAND AVENUE CTS	Shelter, projection	B (PAGE 7 OF 7)
Lots 1 - 3 on SP243650	Sewerage, drainage, support, shelter, projection, utility services and utility infrastructure	B (PAGE 7 OF 7)



**Title Reference**

1 Frankland Avenue Community Titles Scheme

**SCHEDULE E**

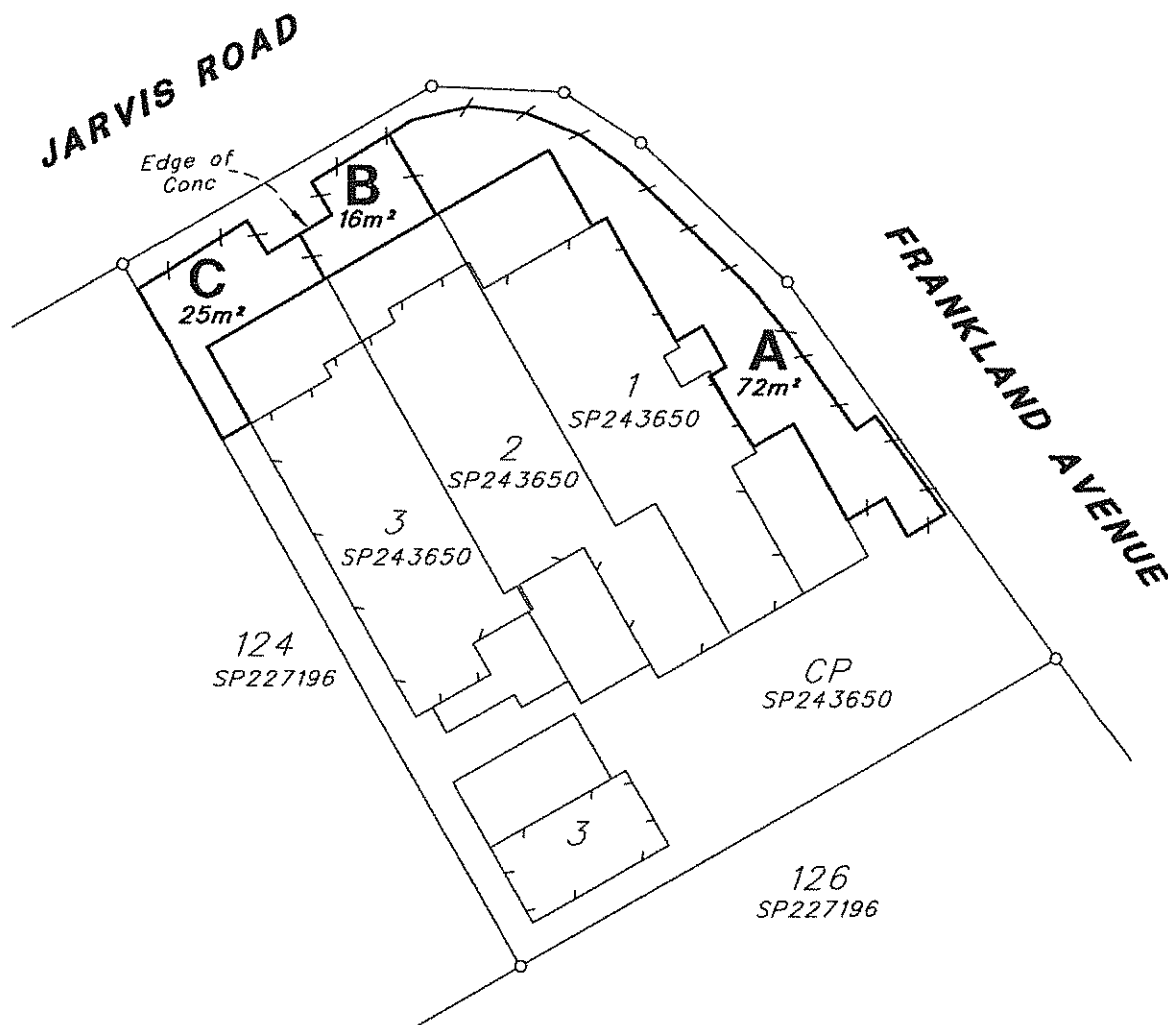
**DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF  
COMMON PROPERTY**

The lots to which exclusive use has been allocated are:

Lot 1 on SP243650	Areas marked "A" on the plan marked A (page 6 of 7) attached hereto.
Lot 2 on SP243650	Areas marked "B" on the plan marked A (page 6 of 7) attached hereto.
Lot 3 on SP243650	Areas marked "C" on the plan marked A (page 6 of 7) attached hereto.

" A "

**EXCLUSIVE USE PLAN**  
1 FRANKLAND AVENUE CTS



EXCLUSIVE USE AREAS ARE DEFINED BY THE OUTSIDE  
FACE OF BUILDING, THE BASE PARCEL BOUNDARY &  
THE FENCES AS SHOWN.

ANDREWS & HANSEN PTY LTD,  
certify that the details shown on this sketch plan are correct.

*[Signature]*  
Director & Cadastral Surveyor,

Date. 11/7/2011



**ANDREWS & HANSEN PTY LTD**

ACN 010 742 784

**CONSULTING SURVEYORS**

21/39 LAWRENCE DRIVE, NERANG

PHONE (07) 5596 2150

FAX (07) 5596 0657

**PLAN SHOWING EXCLUSIVE USE AREAS  
ADJOINING LEVEL A OF  
1 FRANKLAND AVENUE  
COMMUNITY TITLES SCHEME  
CMS**

PARISH: BOYD

COUNTY: WARD

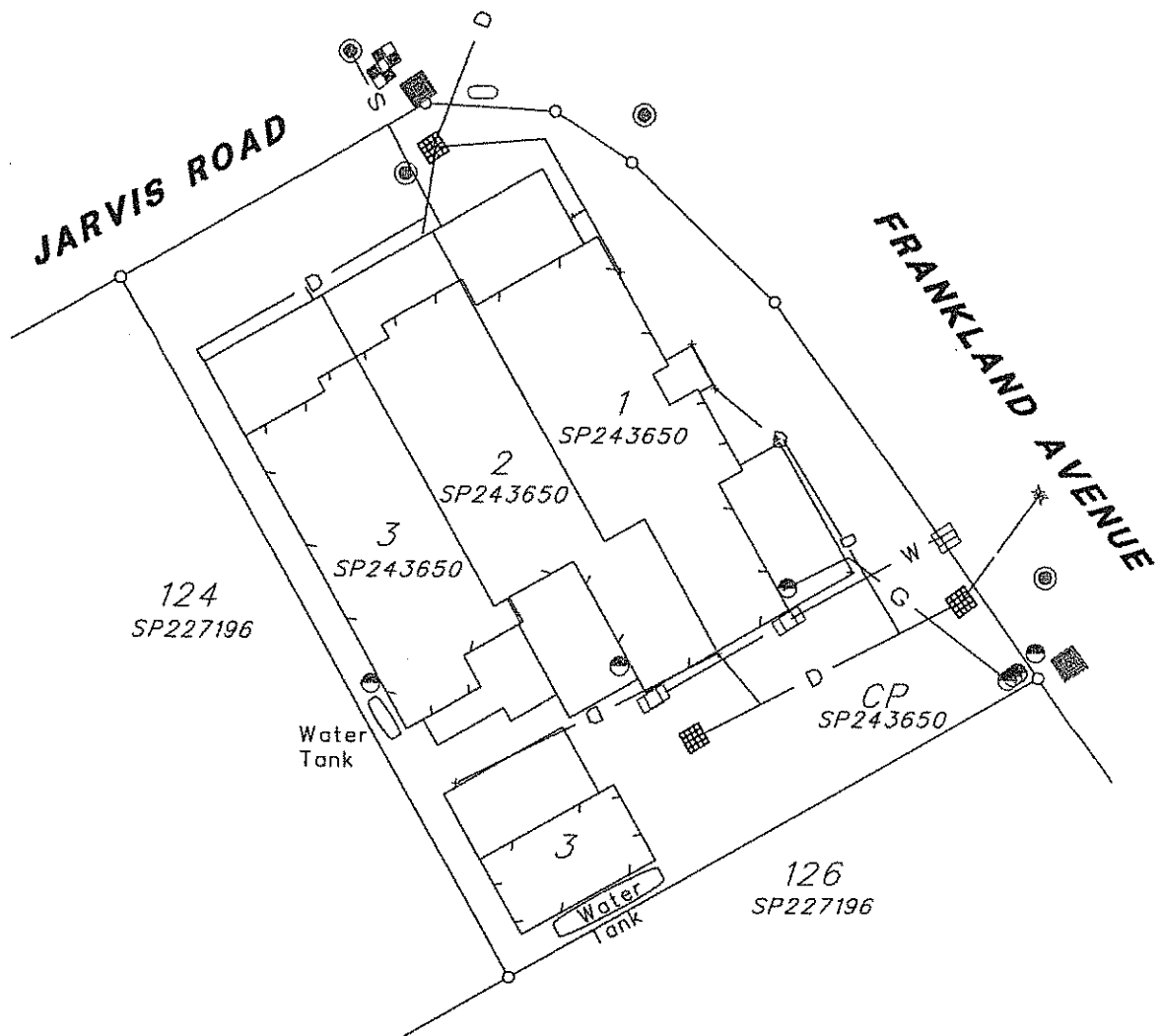
DRAWN NM

Scale: 1 : 300








REF : 13912-1E

### SERVICE LOCATION DIAGRAM

1 FRANKLAND AVENUE CTS

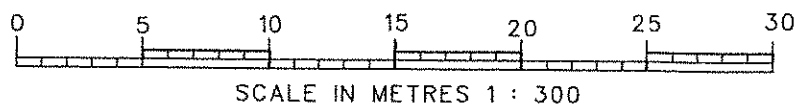


### SERVICES LEGEND

_____ W _____	Water & Recycled Water
_____ G _____	Gas
_____ E _____	Electricity
_____ T _____	Telephone
_____ S _____	Sewer
_____ C _____	Communications
_____ D _____	Drainage
	Stormwater Pit
	Sewer Manhole
	Electricity Box
	Water Meter
	Telstra Pit
	Gas
	Hydrant

NOTE:

This plan has been prepared for the purpose of defining statutory easements under the BCCM act.  
Service locations shown hereon have been determined from design drawings and are indicative only.  
It is not to be used for any other purpose.



### SERVICE LOCATION DIAGRAM

IN COMMON PROPERTY OF  
1 FRANKLAND AVENUE  
COMMUNITY TITLES SCHEME  
CMS

PARISH : BOYD

COUNTY : WARD

Scale: 1 : 300

Date:

REF :

13912-2E

DRAWN NM



**BODY  
CORPORATE  
CHOICE** PTY LTD  
ABN: 56 130 071 340

Phone: (07) 5534 6278  
Email: [info@bodycorpchoice.com.au](mailto:info@bodycorpchoice.com.au)  
Address: Suite 3, 17 - 19 Fifth Avenue  
Palm Beach, QLD 4221  
Postal Address: PO Box 144 Elanora, QLD 4221  
Website: [www.bodycorpchoice.com.au](http://www.bodycorpchoice.com.au)

**1 FRANKLAND AVENUE CTS 42945**

27 August 2025

InfoTrack on behalf of  
Wallaceweir Pty Ltd trading as Wallace Law Group  
PO Box 10314  
Adelaide Street  
BRISBANE QLD 4000

Client Ref : 253789

**RE: 2/1 FRANKLAND AVENUE, WATERFORD**

Please find attached BCCM Form 33 in respect of the above property, as requested.

Yours faithfully

  
For Body Corporate Choice Pty Ltd

*"Service is what we do best"*

**Body corporate certificate***Body Corporate and Community Management Act 1997, section 205(4)*

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997* (other than a lot to which the *Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011* applies).

**WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.**

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate ... [Page 2](#)
- details of the property and community titles scheme ... [Page 3](#)
- by-laws and exclusive use areas ... [Page 4](#)
- lot entitlements and financial information ... [Page 5](#)
- owner contributions and amounts owing ... [Page 6](#)
- common property and assets ... [Page 8](#)
- insurance ... [Page 9](#)
- contracts and authorisations ... [Page 10](#)

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

**The community management statement**

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

**The Office of the Commissioner for Body Corporate and Community Management**

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate).

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying [www.qld.gov.au/searchofadjudicatorsorders](http://www.qld.gov.au/searchofadjudicatorsorders).

**The information in this certificate is issued on 27 / 08 / 2025**



## Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the [BCCM Form 8 – Information for body corporate roll](#). Fines may apply if you do not comply.

## How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

### Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

#### Name and number of the community titles scheme (Example – Seaview CTS 1234)

1 FRANKLAND AVENUE CTS 42945

#### Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

#### Is there a body corporate manager for the scheme?

☒ Yes. The body corporate manager is:

Name: Angela Harris      Company: Body Corporate Choice

Phone: 0755 346 278      Email: info@bodycorpchoice.com.au

☐ No

#### Accessing records

#### Who is currently responsible for keeping the body corporate's records?

☒ The body corporate manager named above.

☐ The following person:

Name: ..... Role: .....

Phone: ..... Email: .....

## Property and community titles scheme details

### Lot and plan details

Lot number: 2

Plan type and number (Example – BUP 1234): SP243650

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

### Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

☐ Accommodation ☐ Commercial ☒ Small Schemes ☐ Standard

**NOTE:** If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

### Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Is the scheme part of a layered arrangement of community titles schemes?**

☐ Yes

☒ No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

### Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

**Does a building management statement apply to the community titles scheme?**

☐ Yes

☒ No

If yes, you can obtain a copy of the statement from Titles Queensland: [www.titlesqld.com.au](http://www.titlesqld.com.au). You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

## By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

### What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

### General by-laws

- ☒ The community management statement includes the complete set of by-laws that apply to the scheme.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☐ A consolidated set of the by-laws for the scheme is given with this certificate.

### Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

#### Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

- ☒ Yes
- ☐ No

**If yes, the exclusive use by-laws or other allocations of common property for the schemes are:**  
(select all that apply)

- ☐ listed in the community management statement.
- ☒ given with this certificate.

## Lot entitlements and financial information

### Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

#### Contribution schedule

Contribution schedule lot entitlement for the lot: 1

Total contribution schedule lot entitlements for all lots: 3

#### Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 3

### Statement of accounts

- ☒ The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

### Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.

**WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.**

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

### Body corporate debts

**If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE.** Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

## Owner contributions and amounts owing

### Administrative fund contributions

Total amount of contributions (before any discount) for lot 2 for the current financial year: \$ 4,166.67

Number of instalments: 2 (outlined below)

Monthly penalty for overdue contributions (if applicable): .....N/A..... %

Discount for on-time payments (if applicable): .....N/A..... %

Due date	Amount due	Amount due if discount applied	Paid
01 / 10 / 2024	\$ 1,233.34	\$ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01 / 04 / 2025	\$ 1,233.33	\$ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Sinking fund contributions

Total amount of contributions (before any discount) for lot 2 for the current financial year: \$ 1,227.00

Number of instalments: 2 (outlined below)

Monthly penalty for overdue contributions (if applicable): .....N/A..... %

Discount for on-time payments (if applicable): .....N/A..... %

Due date	Amount due	Amount due if discount applied	Paid
01 / 10 / 2024	\$595.67	\$ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01 / 04 / 2025	\$ 631.33	\$ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Special contributions (IF ANY)

Date determined: ..... / ..... / ..... (Access the body corporate records for more information).

Total amount of contributions (before any discount) for lot \_\_\_\_ : \$ .....

Number of instalments: ..... (outlined below)

Monthly penalty for overdue contributions (if applicable): ..... %

Discount for on-time payments (if applicable): ..... %

Due date	Amount due	Amount due if discount applied	Paid
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / .... / ....	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No



**Other amounts payable by the lot owner**

For the current financial year there are:

- ☒ No other amounts payable for the lot.
- ☐ Amounts payable under exclusive use by-laws, totalling \$ .....
- ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$ .....
- ☐ Other amounts payable, totalling \$ ..... (see explanation given with this certificate).

**Summary of amounts due but not paid by the current owner**

At the date of this certificate:

- ☒ All payments for the lot are up to date.
- ☐ The following amounts are due but not yet paid for the lot:
  - ☐ Overdue contributions: \$ .....
  - ☐ Penalties on overdue contributions: \$ .....
  - ☐ Other amounts due but not paid: \$ .....

**Total amounts due but not paid: \$ .....**

## Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

### Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

**Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?**

☒ Yes - you can obtain a copy from the body corporate records.

☐ No

**Current sinking fund balance (as at date of certificate):** \$ 16,804.80

### Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

☐ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☐ Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

### Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

☒ The body corporate does not have any assets that it is required to record in its register.

☐ A copy of the body corporate register of assets is given with this certificate.

## Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

### Body corporate insurance policies

- ☒ Details of each current insurance policy held by the body corporate including, for each policy, the:
- type of policy;
  - name of the insurer;
  - sum insured;
  - amount of premium; and
  - excess payable on a claim

are given with this certificate.

### Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Does the body corporate currently hold alternative insurance approved under an alternative insurance order?**

☐ Yes

☒ No

### Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

## Contracts and authorisations

### Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

#### Has the body corporate engaged a caretaking services contractor for the scheme?

- ☐ Yes - Name of caretaking service contractor engaged: .....
- ☒ No

#### Has the body corporate authorised a letting agent for the scheme?

- ☐ Yes - Name of authorised letting agent: .....
- ☒ No

### Embedded network electricity supply

#### Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

- ☐ Yes
- ☒ No

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

## Body corporate authority

This certificate is signed and given under the authority of the body corporate.

**Name/s** Ashe Steadman

**Position/s held** Office Manager - Body Corporate Choice

**Signature/s** \_\_\_\_\_



**Date** 27/08/2025

## Copies of documents given with this certificate:

- ☐ by-laws for the scheme in consolidated form (if applicable)
- ☒ details of exclusive use by-laws or other allocations of common property (if applicable)
- ☒ the most recent statement of accounts
- ☐ details of amounts payable to the body corporate for another reason (if applicable)
- ☐ details of improvements the owner is responsible for (if applicable)
- ☐ the register of assets (if applicable)
- ☒ insurance policy details

# Tax Invoice



## Detector Inspector

Date	Invoice Number	ABN
20/02/2025	2555736	27 628 528 772

PO BOX 542, Elsternwick VIC 3185  
Website: [www.detectorinspector.com.au](http://www.detectorinspector.com.au)  
Email: [qldremittance@detectorinspector.com.au](mailto:qldremittance@detectorinspector.com.au)  
Tel: 1300 134 563  
Fax: 9532 8894

**Jamie Stanton**  
**C/- Little Real Estate Springwood**  
2 Murrajong Road  
Springwood QLD 4127

**Subscription valid from 01/04/2025 to 31/03/2026**

Description	Quantity	Rate	GST	Total
Annual Subscription Smoke Alarm Service Fee (2022 Upgraded) - Battery replacement (except inbuilt rechargeable batteries), grill vacuum cleaned (existing smoke detectors), smoke test performed, decibel test performed, as per the Building Code of Australia and Australian Standards 3786.	1	\$117.27	\$11.73	\$129.00

**Property Address:** 2/1 Frankland Avenue, Waterford QLD 4133

**Payment terms:** 30 days  
**Email remittance:**  
[qldremittance@detectorinspector.com.au](mailto:qldremittance@detectorinspector.com.au)

**Banking Details:** Detector Inspector Pty Ltd  
**Account BSB:** 083-004  
**Account #:** 4699 76940  
**Reference No:** 2555736

**NOTE:** If you're sending a batch  
payment, please use your customer ID  
**12535** as the reference number

Subtotal \$117.27  
GST \$11.73

**Total Inc GST \$129.00**



\* 130013456300000109342900012900

Please Note: When using the barcode to scan the invoice there  
is no requirement to list the invoice number as a reference. We  
are able to allocate the payment using the unique property ID  
within the barcode.



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

Residential Tenancies and Rooming Accommodation Act 2008

**Part 1 Tenancy Details****Item 1: 1.1 Lessor**

Name/Trading name	Jamie Stanton		
Address	C/- LITTLE Real Estate, 2 Murrajong Road		
SPRINGWOOD QLD	Postcode	4127	
1.2 Phone	Mobile		
07 3037 0140			
Email	springwood@little.com.au		

**Item 2: 2.1 Tenant/s**

1.	Full name/s	Jazmine Skye Lake		
Phone	*****	Email	*****	
Emergency contact full name/s	*****			
Emergency contact phone	*****			
Emergency contact email	*****			

2.	Full name/s			
Phone		Email		
Emergency contact full name/s				
Emergency contact phone				
Emergency contact email				

3.	Full name/s			
Phone		Email		
Emergency contact full name/s				
Emergency contact phone				
Emergency contact email				

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

Full name/trading name	LITTLE Real Estate		
Address	C/- LITTLE Real Estate, 2 Murrajong Road		
SPRINGWOOD QLD	Postcode	4127	
3.2 Phone	Mobile		
07 3037 0140			
Email	springwood@little.com.au		

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 [X] No [ ] springwood@little.com.au Facsimile Yes [ ] No [X] [ ]

4.2 Tenant/s

Email Yes [X] No [ ] \*\*\*\*\* Facsimile Yes [ ] No [X] [ ]

4.3 Agent

Email Yes [X] No [ ] springwood@little.com.au Facsimile Yes [ ] No [X] [ ]

Item 5: 5.1 Address of the rental premises

2/1 Frankland Avenue  
Waterford Qld Postcode 4133

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

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

Item 6: The term of the agreement is [X] fixed term agreement [ ] periodic agreement

6.2 Starting on 29 March 2025 6.3 Ending on 28 March 2026

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

Item 7: Rent \$ 550.00 per [X] week [ ] fortnight [ ] month See clause 8(1)

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

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

Debit Now or Direct Debit

Details for direct credit

BSB no. [ ] [ ] [ ] [ ] [ ] [ ] Bank/building society/credit union [ ]

Account no. [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] Account Name [ ]

Payment reference [ ]

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

Debit Now or Direct Debit or C/- LITTLE Real Estate, 2 Murrajong Road SPRINGWOOD QLD4127

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

28/03/2024

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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 11:

Rental bond amount

\$2,200.00

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

See special terms (page 8)

Phone

Yes ☒

No ☐

12.2

Is the tenant to pay for water supplied to the premises

See clause 17

Yes ☒

No ☐

Item 13:

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

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

Electricity

Not Applicable

Any other service stated in item 12.1

Not Applicable

Gas

Not Applicable

See special terms (page 8)

Phone

Not Applicable

Item 14:

How services must be paid for

Insert for each how the tenant must pay.

See clause 16(d)

Electricity

Direct to Utility Provider

Gas

Direct to Utility Provider

Phone

Direct to Utility Provider

Any other service stated in item 12.1

See special terms (page 8)

Not Applicable

Item 15:

Number of persons allowed to reside at the premises

One (1) Adult and Two (2) Children

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

Cat

Number

1

Type

n/a

Number

n/a

Item 18:

18.1 Name and telephone number of the lessor’s nominated repairer for each of the following repairs

Electrical Repairs

QEI (formerly Prolec)

Number

0406 996 109

Plumbing repairs

Aptus Plumbing

Number

0419 199 332  
07 3205 1991

Other repairs

Frog Glass

Number

1300 734 584

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

Number

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## 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 the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if 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

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

Residential Tenancies and Rooming Accommodation Act 2008



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) The rent must be paid at the place stated in this agreement for item 10.
- (6) 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.
- (7) 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 day the existing rent became payable for the residential premises.
- (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 and 166**

- (1) The tenant must pay an amount for the water consumption charges for the premises if –



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



- (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. 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 (9) 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 anybody 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



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



- (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 – s188(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 207–209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
- Note* – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.
- Examples of terms* –
- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant cannot remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.

- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
- (a) take action for a breach of a term of this agreement; or
- (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
- (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change—
- (a) is necessary for a tenant's safety, security or accessibility; and
- (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

## 28 Supply of locks and keys – s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
- (a) secures an entry to the premises; or
- (b) 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
- (c) is part of the premises.
- (3) 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

- (1) The lessor or tenant may change a lock at the premises only if –
- (a) the other party to this agreement agrees to the change; or
- (b) the lessor or tenant has a reasonable excuse for making the change; or
- (c) the lessor or tenant believes the change is necessary because of an emergency; or
- (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if he tenant –
- (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
- (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless –
- (a) the other party agrees to not being given the key; or
- (b) a tribunal orders that the key not be given to the other party.
- (5) 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 –
- (a) the *Body Corporate and Community Management Act 1997*;
- (b) the *Building Units and Group Titles Act 1980*;
- (c) a body corporate by-law.

## Subdivision 4 Damage and repairs

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

- (1) **Emergency repairs** are works needed to repair any of the following –

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



- (a) a burst water service or serious water service leak;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak; (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm, fire or impact damage;
- (h) a failure or breakdown of the gas, electricity or water supply to the premises;
- (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
- (j) a fault or damage that makes the premises unsafe or insecure; (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
- (l) 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.

(2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.

(3) Routine repairs are repairs other than emergency repairs.

## 31 Nominated repairer for emergency repairs – s 216

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

## 32 Notice of damage – s 217

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

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

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

## Subdivision 5 Pets

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

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

*Notes –*

1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

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

*Examples –*

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

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

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

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

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
  - (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
  - (3) The lessor's response to the request must be in writing and state –
    - (a) whether the lessor approves or refuses the tenant's request; and
    - (b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
- Note* – See clause 33D for limitations on conditions of approval to keep a pet at the premises.
- (c) if the lessor refuses the tenant's request –
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
  - (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
    - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
    - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
    - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



- (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.



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



*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
- (3) (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.
- (4) 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 anything 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.

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 3 Special terms

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

1. The Lessor and Tenants agree that, should the property have an individual water meter, reasonable water usage for the property is deemed to be 35 kilolitres per quarter. It is further agreed that any water used beyond this shall be considered excess water and charged to the tenant at the rate charged by the local Council Authority.
2. If the property is, or becomes "Water Efficient" as defined by the RTRA Act during the tenancy, the Lessor and the Tenants agree that the Lessor will be responsible for the payment of all future Water Access and Wastewater charges, and the Tenant will be responsible for the full cost of all Water Consumption at the property. Water will be invoiced to the Tenant at the rate charged by the local Council Authority.
3. If the owner is invoiced for the electricity usage direct, the tenant understands that Little Real Estate will read the electricity meter at the property and on-charge the usage to the tenant as calculated from the rate charged by the utility provider. The tenant will be responsible for the costs of all electricity invoiced by Little Real Estate. If the electricity meter becomes a single meter during the tenancy, the tenant agrees to arrange to have the electricity connected in their own name and will understand the utility provider will invoice the tenants the direct for the full cost of the usage.
4. Upon vacating, in line with Section 188 (4) of The Act, Carpets are required to be Steam Cleaned to a professional standard to return them, as far as possible, to the condition they were at the start of the Tenancy, fair wear and tear excepted.
5. The Tenant and Lessor agree that the regular maintenance of the lawns and gardens during the tenancy is the responsibility of the tenant
6. **Smoking is not permitted inside the property in line with Section 268 (1)(d).** Should it become evident that smoking has occurred within the property the Tenant will be responsible for deodorisation of the property to a professional standard, and rectification of any smoke related damage.
7. The Tenant is required to use Protectors on furniture placed on all Hard Floor surfaces. Chairs with castor wheels placed on Carpet should also have protective mats placed under them to prevent damage to the Carpet.
8. Vehicles of any description (including trailers and boats) must only be parked in the allocated parking areas at the property in line with Section 268 (1)(b). Where By-Laws apply, vehicles must be parked in accordance with these, and not in common area visitors parking. In relation to houses, vehicles should only be parked in driveway areas and not on any lawn, grassed or garden area.
9. The Tenant(s) agrees to inform the Managing Agent in writing prior to any tenant transfers taking place. The Tenant(s) understands and agrees that an application form must be completed by each ingoing tenant and must be approved by the Lessor, prior to the tenant transfer taking place. The tenant agrees to pay a Tenant Transfer Fee of \$150.00 + GST prior to finalisation of the transfer of tenancy in line with Standard Terms 34 (4).
10. The Tenant(s) agrees to inform the Managing Agent in writing for intentions to break a fixed term lease agreement. If the property is relet, and the rent payable between the handover date and the date the next tenancy commences is less than the calculated reletting costs, then the rent payable between those dates will be the reletting cost. If the rent payable between those dates is greater than the reletting cost calculated using the formula, then the calculated amount will be the reletting cost.
11. The property is "Water Efficient" as defined by the RTRA Act during the tenancy, the Lessor and the Tenants agree that the lessor will be responsible for the payment of all future Water Access and Waste Water charges, and the Tenant will be responsible for the full cost of all Water Consumption at the property. Water will be invoiced to the Tenant at the rate charged by the local Council Authority.
12. The Owner has agreed to allow One cat to be kept at the Premises. The Tenants agree they are responsible for rectifying any damage, odour or degradation as a result of the Cat – this includes but is not limited to any evidence of scratching, ripping up grass or plants, urination on floor coverings, clawing of floor coverings or window furnishings, damage to screens and doors. Upon vacating, the Tenants agree to arrange for the premises to be professionally fumigated at the end of the tenancy, if the pet is capable of carrying parasites that could infest the property. The general aim of this clause is to ensure that, upon vacating, there are no obvious signs that Cat has been kept at the premises.
13. The Tenant(s) agrees to accept the Kolmeo Terms and Conditions. Please visit this link [Kolmeo Terms & Conditions](#) to read and acknowledge.
14. **By signing below, we confirm I/we have received a copy of the General Tenancy Agreement (Form 18a) prior to signing the agreement and that we have been provided with a copy of the General Tenancy Agreement, in accordance with Section 58 of the Residential Tenancies and Rooming Accommodation Act 2008.**

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

LITTLE Real Estate

Signature

DocuSigned by:  
  
BD6500052AF34A1...

Date

16 January 2025

### Signature of tenant 1

Print name

Jazmine Skye Lake

Signature

DocuSigned by:  
  
58076AF06C444DA...

Date

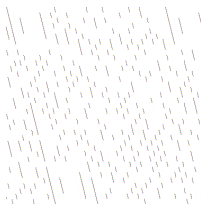
16 January 2025

# Property Fact Pack



**u2/1 Frankland Avenue**  
Waterford QLD 4133

**YOUR DIGITAL COPY**



Easements



Flood History



Character



Flood Risk



Coastal Flood Risk



Historic Imagery



Overland Flow Flood Risk



Flood Planning Risk

















Vegetation



# At a glance

This report provides important property information and identifies the common considerations when buying property, building or renovating.

	Easements	 NO CONSIDERATIONS IDENTIFIED
	Flood Risk	 NO CONSIDERATIONS IDENTIFIED
	Character	 NO CONSIDERATIONS IDENTIFIED
	Vegetation	 NO CONSIDERATIONS IDENTIFIED
	Environment	 NO CONSIDERATIONS IDENTIFIED
	Bushfire Risk	 NO CONSIDERATIONS IDENTIFIED
	Noise	 NO CONSIDERATIONS IDENTIFIED

## DATE OF REPORT

22nd of August, 2025

## ADDRESS

u2/1 FRANKLAND AVENUE

## LOT/PLAN

2/SP243650

## COUNCIL

Logan

## ZONING

- Low Density Residential
- Precinct - Suburban

## UTILITIES

- Water

## SCHOOL CATCHMENTS

- Waterford SS
- Loganlea SHS

## CLOSEST CITY

Logan City - 8km

# Easements

What access rights exist over the property?



Sources: Qld Spatial

## THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.



Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

**Note:** The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

### Questions to ask

- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

## LEGEND

-  Selected Property
-  Easement

# Flood Risk

Is the property in a potential flood area?



Sources: Logan City Council

## THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.

Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.





**It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.**

**Note:** Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

### Questions to ask

- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

## LEGEND

-  Selected Property
-  Moderate Flood Risk Area - 1% Annual Chance
-  Low Flood Risk Area - 0.5% Annual Chance
-  Very Low Flood Risk Area - 0.05% Annual Chance



# Overland Flow Flood Risk

Are there any major rainfall issues for this property?



Sources: Logan City Council

## THINGS TO KNOW

Overland flow refers to water running over the ground's surface during heavy rain. This can happen when stormwater systems are overwhelmed, drainage paths are blocked, or the land cannot absorb water quickly enough.

Unlike river or coastal flooding, overland flow is usually localised but can cause water pooling, damage to structures, and flooding of yards or low-lying areas. Urban areas are particularly vulnerable due to surfaces like roads and concrete, which prevent water from soaking into the ground.

If your property is in an overland flow area, future development of the site may require specific measures like improving drainage, raising building platforms, or adding landscaping features to safely redirect water.



**Check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.**

**Note:** Government overland flow maps are general guides and may not reflect site-specific conditions. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Flooding may still occur outside mapped areas due to local factors. Newly subdivided lots may have already considered flooding risks and designed flows away from residential lots, rendering the mapping invalid. For tailored advice, consult your local authority or a qualified professional.

### Questions to ask

- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

## LEGEND

-  Selected Property
-  Overland Flow

# Flood Planning Risk

What planning overlays impact development of this property?



Sources: Logan City Council

## THINGS TO KNOW

Flood Planning overlays identify areas at risk of flooding from rivers, creeks, stormwater, or coastal inundation. These overlays are used to guide land use and development to minimise flood impacts on people, property, and infrastructure.



Developments in Flood Planning areas must meet specific requirements, such as raising floor levels above designated flood immunity levels or using flood-resilient building materials. In some cases, developments may not be permitted in high-risk zones unless engineering solutions, such as stormwater detention basins or elevated structures, are implemented.

**Note:** Flood Planning overlays are based on broad modelling assumptions, are general in nature and are a tool for managing flood risk as it relates to development of the property. They do not guarantee individual property immunity from flooding or account for site-specific conditions. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

### Questions to ask

- What restrictions apply to developing in a Flood Planning area?
- Are there required flood immunity levels or design standards?
- How do overlays account for future changes like climate impacts or urban growth?

## LEGEND

-  Selected Property
-  Flood Assessment Area



# Character

Is the property in a character or heritage area?



## THINGS TO KNOW

Heritage and character places are generally to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

If a property is identified in a character area, any new houses or an extension to a house **may** need to be designed to fit in with the existing building character of the area.

**Note:** It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority, town planner or a building certifier for guidance on heritage places.

### Questions to ask

- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

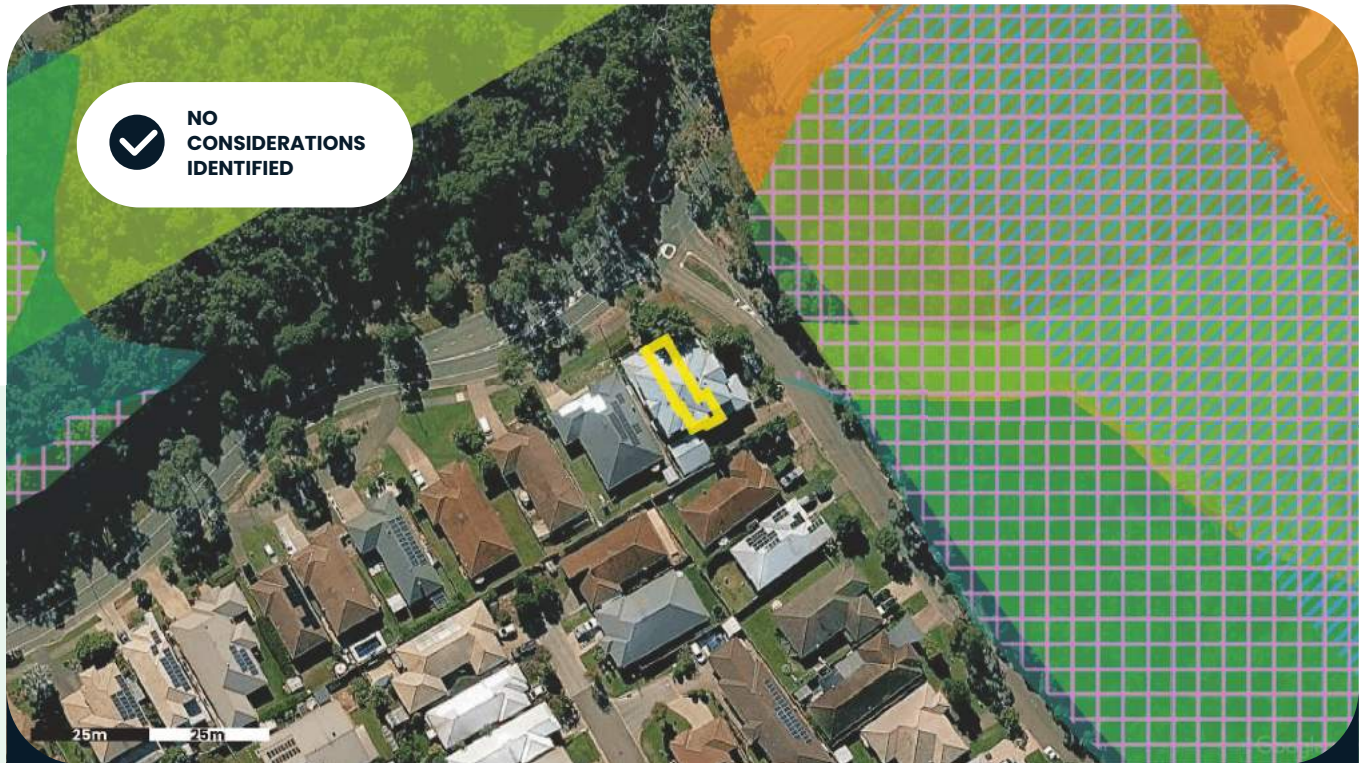
## LEGEND

 Selected Property



# Vegetation

Is the property in an area with vegetation protection?



Sources: Queensland Government, Logan City Council

## THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment

If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

**Note:** The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

### Questions to ask

- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

## LEGEND

- Selected Property
- Protected Vegetation - Rvm Cat B (Remnant Vegetation)
- Protected Vegetation - Rvm Cat C (High-Value Regrowth)
- Environmental Management And Conservation Area
- + Essential Habitat
- Local Environmental Significance Vegetation Area (Council)
- /// Minor Waterway
- /// Minor Wetland
- Wetland Buffer Area



# Environment

Are there any environmental values present on the property?



Sources: Queensland Government

## THINGS TO KNOW

Environmental values are areas identified by government authorities to help protect biodiversity through the planning system and environmental protection frameworks. These values may include:

- national parks and protected environmental areas
- protected species and their habitats
- important wetlands and waterways
- endangered or of concern regional ecosystems and riparian zones

If an environmental value is identified on your property, it's important to understand what this means for land use. In many cases, especially in urban or built-up areas, these values may not affect how you use or develop the land. However, they may place restrictions on construction or activities such as clearing native trees.




To find out what implications these values have for your property, consult a qualified environmental professional or contact the relevant government authority.

**Note:** The accompanying map highlights areas where restrictions may apply to vegetation clearing or land use restrictions. It is based on broad modelling assumptions and does not assess each site individually. In newly subdivided areas, environmental values may have already been considered during the subdivision approval process.

### Questions to ask

- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

## LEGEND

-  Selected Property
-  Wildlife Habitat - Mses
-  Core Koala Habitat Area



# Bushfire Risk

Is the property in a potential bushfire area?



Sources: Queensland Fire And Emergency Services, Logan City Council

## THINGS TO KNOW

Being located in a bushfire risk area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.




**Note:** The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

### Questions to ask

- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

## LEGEND

-  Selected Property
-  Potential Bushfire Area - Impact Buffer (Council)
-  Potential Impact Bushfire Buffer Area

# Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

## THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

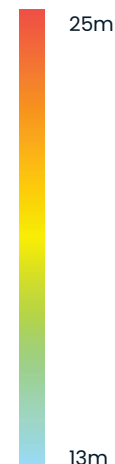
**Note:** The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

### Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

## LEGEND

 Selected Property  
Property Est. Fall: ~0m





# Noise

Is the property in a potential noise area?



## THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

**Note:** The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

### Questions to ask

- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

## LEGEND

 Selected Property

# Water

Are there any water pipes nearby?



Sources: Logan Water

## THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.




**Note:** The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

### Questions to ask

- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

## LEGEND

-  Selected Property
-  Water Asset Point
-  Water Pipe



# Sewer

Are there any sewer pipes nearby?



Sources: Logan Water

## THINGS TO KNOW

**Sewer mains** carry wastewater away from properties to sewage treatment facilities. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.




**Note:** The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

### Questions to ask

- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

## LEGEND

-  Selected Property
-  Sewer Maintenance Structure
-  Sewer Pipe

# Stormwater

Are there stormwater pipes on or near the property?



Sources: Logan City Council

## THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.




**Note:** The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

### Questions to ask

- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

## LEGEND

-  Selected Property
-  Inlet Structure
-  Stormwater Pipe



# Power

Are there any power lines on or near the property?



Sources: Energex

## THINGS TO KNOW




Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

**Note:** The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

### Questions to ask

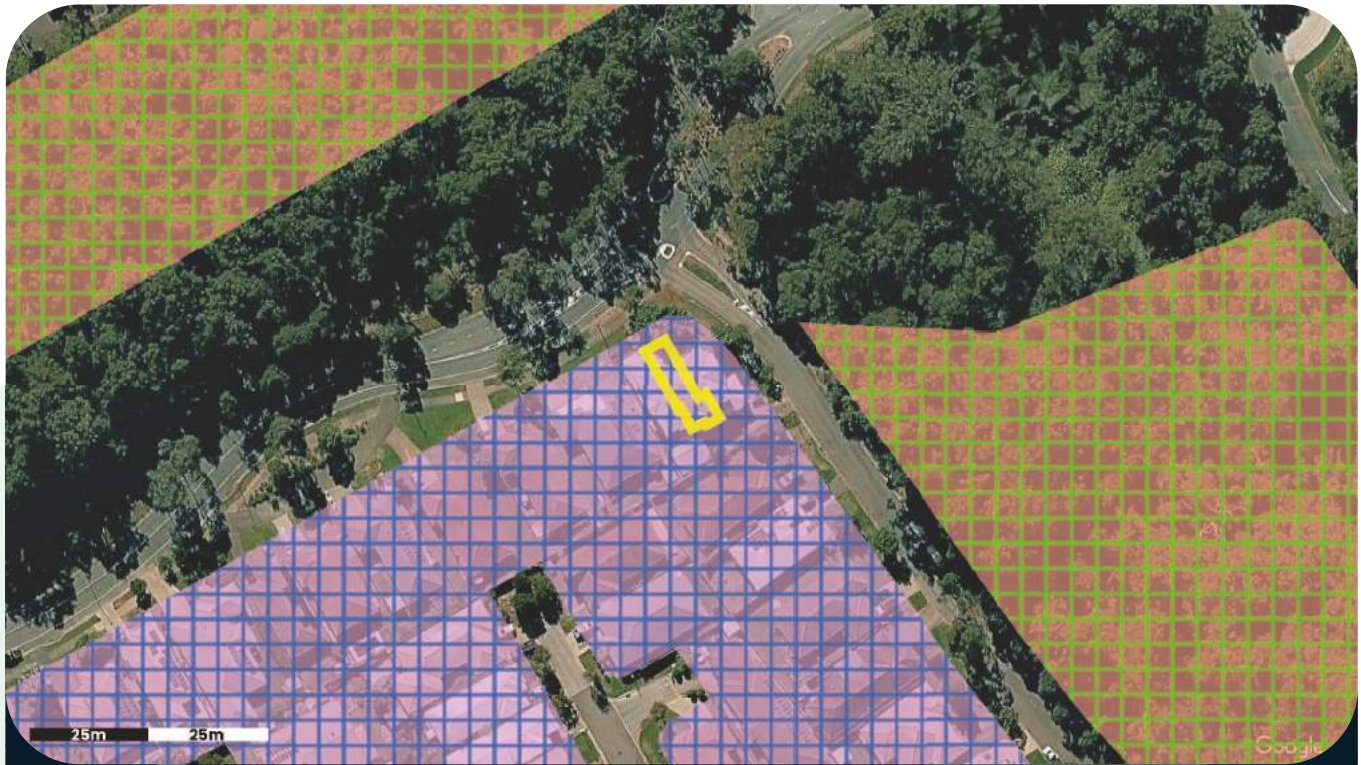
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

## LEGEND

-  Selected Property
-  Underground Power Cable (HV)
-  Underground Power Cable (LV)

# Zoning

What zone is my property?



Sources: Logan City Council

## THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.







Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

**Note:** To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

### Questions to ask

- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

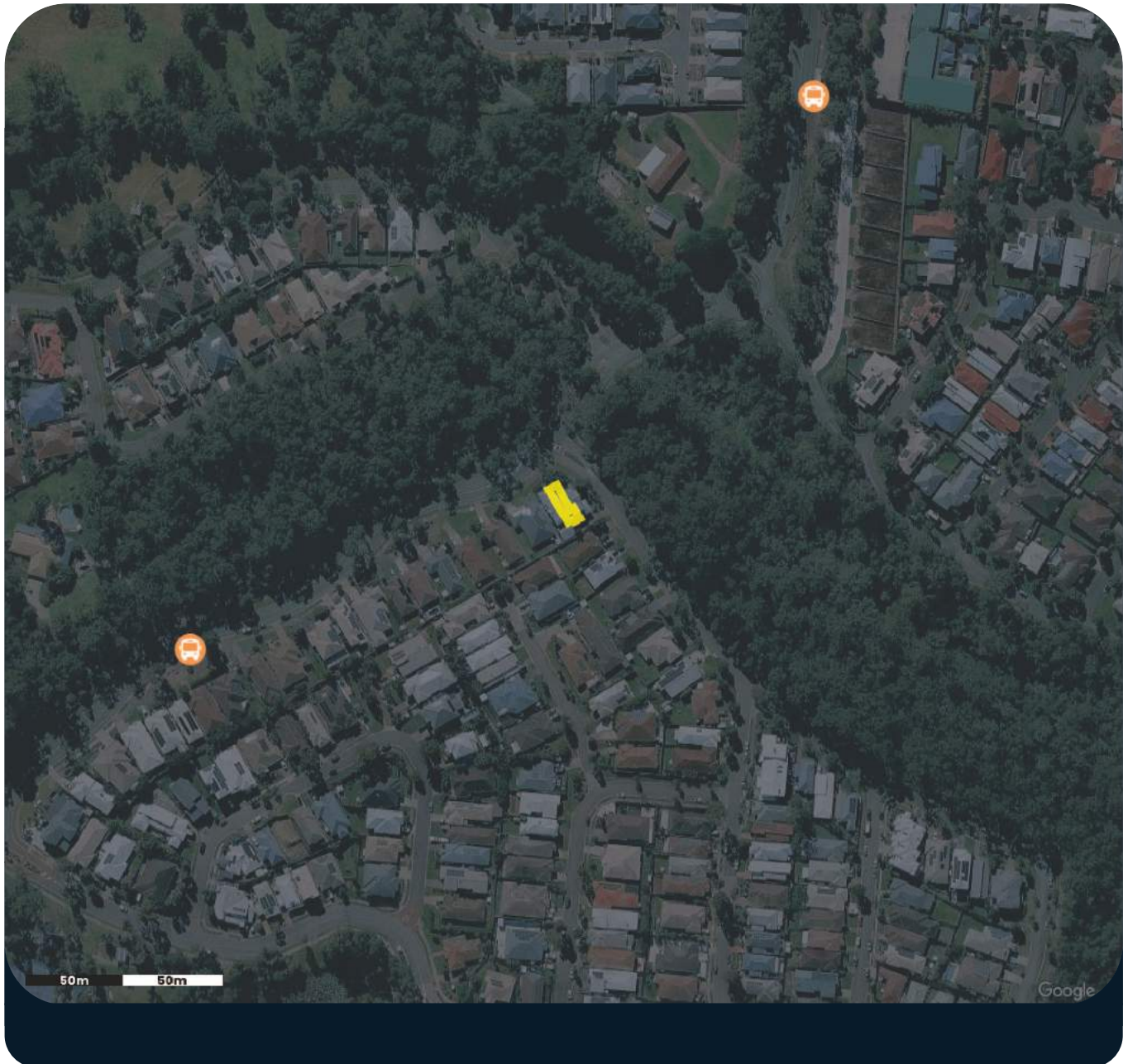
## LEGEND

-  Selected Property
-  Environmental Management And Conservation
-  Low Density Residential
-  Precinct - Conservation
-  Precinct - Small Lot
-  Precinct - Suburban




# Public Transport

Is there any public transport stops nearby?



## LEGEND

 Selected Property

 Bus Stop

# Boundary

View your property boundaries



## LEGEND

 Selected Property



## DISCLAIMER

This report is provided by Develo Pty Ltd as a general guide only and is intended to support due diligence when considering a property. While care is taken to compile and present information from a variety of reliable third-party sources, including government and regulatory datasets, Develo Pty Ltd makes no representations or warranties about the accuracy, currency, completeness, or suitability of the information provided.

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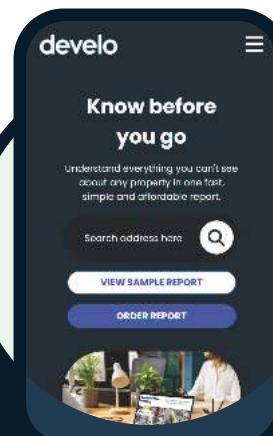
## WHO ELSE COULD USE THIS REPORT

- ✓ Your mortgage broker and bank
- ✓ Your building and pest inspector
- ✓ Your conveyancing solicitor
- ✓ Your building professional consultant. eg. architect, designer and builder.

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# Rate Notice

July - September 2025

Logan City Council ABN 21 627 796 435



*Paid 4th Aug*



166389/W/068343

H1

D-041

J S Stanton

Assessment number	10986862
Billing period	01 Jul 2025 - 30 Sep 2025
Issue date	21 Jul 2025
Due date	22 Aug 2025
Amount due	\$1,028.49

Interest of 12.12% pa compounding daily is charged on overdue rates and charges.

Property location	Lot on plan	Rating category	Rateable value
2/1 Frankland Avenue, WATERFORD QLD 4133	Lot 2 SP 243650	Residential (Non-Owner-Occupied)	\$134,444

## Go paperless!

Register now to receive your next rate notice delivered directly to your inbox. Please visit the link or scan the QR code below.

## Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.



[logan.qld.gov.au/rates](https://logan.qld.gov.au/rates)

## Summary of charges

Payments received after 3 July 2025 may not be included below.

Balance as of 3 July 2025	\$	0.00
Council rates and charges	\$	641.08
State government charges	\$	62.90
Water and wastewater (sewerage) charges This total consists of services and usage charges, refer to page 3	\$	324.51
Amount payable if paid by 22 Aug 2025	\$	1,028.49

See over the page for a breakdown and more payment options



Payment online



Payment by Bpay



Payment by phone



Payment at Australia Post



Use your credit or debit card to pay  
24 hours,  
7 days per week

Ref No: 1098 6862

[logan.qld.gov.au/online-payment](https://logan.qld.gov.au/online-payment)



Billers Code: 17392  
Ref: 5 1098 6862

Telephone & Internet Banking - Bpay®  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](https://www.bpay.com.au)

Billers Code: 17392  
Ref: 5 1098 6862

Phone 1300 276 468 or from overseas +61 1300 276 468



\*0459 10986862

Minimum payment \$50.00 unless the amount shown on the current rate notice is less.

\* Credit Card payments may incur a 0.34% surcharge.

\*L068343\*

2021

1/3

166389/W/068343



## Breakdown of July to September 2025 rates and charges

	Amount	Total
<b>Council rates and charges</b>		
General Rate - Residential (Non-Owner-Occupied)	\$ 502.07	
Garbage Charge – Residential Waste & Recycling	\$ 111.50	
Environmental Charge	\$ 27.10	
Volunteer Fire Brigade Separate Charge	\$ 0.41	\$ 641.08
<b>State government charges</b>		
State Emergency Levy Group 2	\$ 62.90	\$ 62.90
<b>Water and wastewater (sewerage) charges</b>		
Water Service Charge - Res	\$ 82.13	
Wastewater (Sewerage) Charge	\$ 202.00	
Water Usage	\$ 40.38	\$ 324.51
		\$ 1,028.49
<b>Total rates and charges for July to September 2025</b>		

The Queensland Government waste levy for general waste has increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26. The Queensland Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy on households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, including the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

## Council contact details

### Logan City Council Administration Centre and Customer Service Centres

150 Wembley Rd, Logan Central

Postal Address:

PO Box 3226, Logan City DC Qld 4114

Open: 8am–5pm Monday to Friday (AEST)

Website: [logan.qld.gov.au](http://logan.qld.gov.au)

Email: [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au)

Rates enquiries: 07 3412 5230

### Beenleigh Customer Service

105 George St, Beenleigh  
(Cnr of George St and City Rd)

Open: 8am–4.45pm Monday to Friday (AEST)

### Jimboomba Customer Service

18–22 Honora St, Jimboomba

Open: 8am–4.45pm Monday to Friday (AEST)

Council offices are closed on public holidays

## Other ways to pay your rates

### AusPost app

Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



### Direct debit

To arrange automatic payment from your bank account, visit [logan.qld.gov.au/rates/payment-options](http://logan.qld.gov.au/rates/payment-options). Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



### In person

Logan City Council Administration Centre or Customer Service Centres

cash; cheque; money order; debit card; credit card



### By mail

Make your cheque or money order payable to Logan City Council and post it with details of your property address and rates assessment number to the postal address on this page.



# Water and Wastewater Account Information



Distribution and retail charges for the period **01/07/2025 to 30/09/2025** have been totalled and are detailed below

Property location	Lot on plan
2/1 Frankland Avenue, WATERFORD QLD 4133	Lot 2 SP 243650

## Local Government Distribution and Retail Charges

Water Service Charge - Res - amount charged to maintain the water network	\$	82.13
Wastewater (Sewerage) Charge - amount charged to maintain the wastewater network	\$	202.00
Water Usage	\$	40.38
	\$	324.51

Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kL)
23V002739	08 Jan 2025	29	31 Mar 2025	33	4	82	0.049
Council Water Usage Charge			4.00 @ 1.0428 per kL			\$	4.17
State Govt Bulk Water Charge			4.00 @ 3.4440 per kL			\$	13.78
23V002738	08 Jan 2025	11	31 Mar 2025	16	5	82	0.061
Council Sub-meter Water Cons Charge			5.00 @ 1.0428 per kL			\$	5.21
State Govt Bulk Water Charge			5.00 @ 3.4440 per kL			\$	17.22
						\$	40.38

Water usage detail (PLEASE NOTE: Meters that have zero usage during the period are not shown)

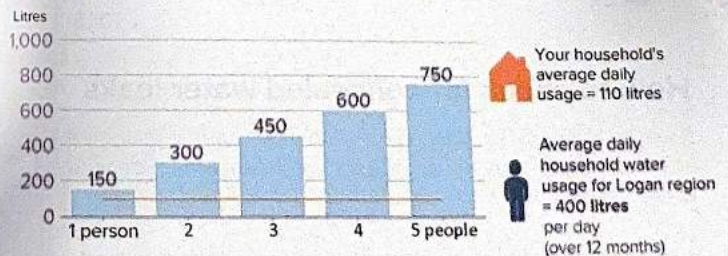
## Your water usage comparison

Compare your average daily usage over time



1 kilolitre = 1,000 litres

Compare your current daily usage with others in the Logan region



Please refer to the RTA for advice on the charges that can be passed on to tenants. Visit: [rta.qld.gov.au](http://rta.qld.gov.au) and search for 'Water charging fact sheet'









You are using less water than the average Logan household, give yourself a pat on the back you're doing a great job! Check out our water saving tips on the next page to see how small changes can make a big difference.



## How you can save water

If you're using more than the average household, try these waterwise tips.

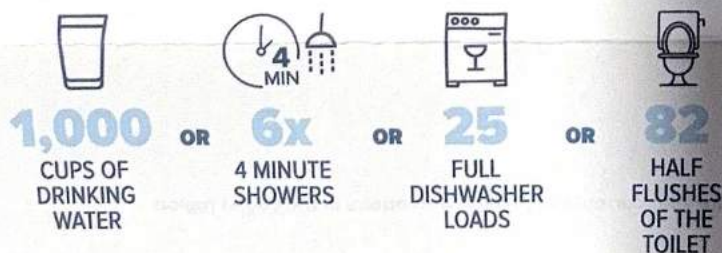
With small changes in your habits, you'll save money and we'll all save water.

 Have shorter showers. Save 9 litres a min.	 Run the dishwasher only when full. Save 1,000s of litres a year.
 Fix a dripping tap. Save 50 litres a day.	 Turn off the tap when brushing your teeth. Save 5 litres a min.
 Use the half flush button on the toilet. Save 30 litres a day.	 Run the washing machine only with full loads. Save 1,000s of litres a year.
 Sweep your driveway rather than hose it down. Save 11 litres a min.	 Use a pressure cleaner to clean your car instead of a hose. Save 8 litres a min.
 Use a pool cover. Save 36,000 litres a year.	 Install a rainwater tank. Save 1000s of litres a year.

For more information visit:  
[logan.qld.gov.au/waterwise](http://logan.qld.gov.au/waterwise)

## Do you know what \$1 of water usage charges buys you?

Because we use water for so many things in our households, it can be hard sometimes to see exactly what our water bill buys us. You might be surprised to learn just how much water you get for around \$1, here are a few examples:



## How to check for concealed water leaks

It's easy to check for concealed water leaks, and if your pipes are leaking you may be eligible for a reimbursement on your water usage costs.

We repair water leaks from the water supply system to (and including) your water meter. You are responsible for repairs from your water meter to your property.

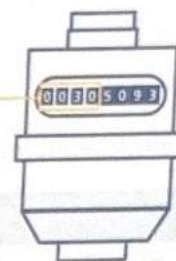
For more information visit:  
[logan.qld.gov.au/waterleaks](http://logan.qld.gov.au/waterleaks)

## How to read your water meter

Locate your meter and read the **BLACK NUMBERS ONLY** as per the images shown.

If your meter is this type, the reading would be

**0030**  
kilolitres



If your meter is this type, the reading would be

**0030**  
kilolitres



If your meter is this type, the reading would be

**0030**  
kilolitres



**Please make sure your water meter can be easily accessed by meter readers at all times.**



### Struggling to take a 4 minute shower?

Drop into your local library or nearest customer service centre to pick up a 4 minute shower timer. It's our gift to you to say thanks for working with us to better manage our precious water resources.

## Don't rush to flush

Disposing the wrong items down toilets, sinks and wastewater pipes can result in homeowners incurring expensive plumbing bills to unblock wastewater pipes on their property.

Correct disposal also reduces unnecessary damage to our wastewater network and the environment.



**Only flush toilet paper, pee and poo.**  
(No wet wipes, tissues or paper towels).



**Only water should go down the sink.**  
(No cooking oil, grease or food scraps).



**Take paint, fuel, engine oil and chemicals to Council's Waste and Recycling facility.**  
(Don't tip onto your grass).

For more information visit:  
[logan.qld.gov.au/dontrushstoflush](http://logan.qld.gov.au/dontrushstoflush)



# Land valuation notice



P077DORANN29\_A4MA25/E-241636/S-498537/I-997073/041

BODY CORPORATE FOR 1 FRANKLAND AVENUE COMMUNITY  
TITLES SCHEME 42945  
PO BOX 144  
ELANORA QLD 4221

Your property ID: **41082023**

Your valuation reference: **66130329565**

The Department has valued all properties in your local government area in accordance with the *Land Valuation Act 2010*.

Below are details of your property and the new land valuation based on the **site value**.

**Date of issue:** 27 March 2025  
**Property address:** 1 FRANKLAND AV,  
WATERFORD 4133  
**Local government:** LOGAN CITY  
**Area:** 703 m<sup>2</sup>  
**Real property description:** L1-3 SP243650

<b>NEW LAND VALUATION:</b>	<b>\$420,000</b>
<b>CURRENT LAND VALUATION:</b>	<b>\$395,000</b>
<b>Date of new valuation:</b>	1 October 2024
<b>Date of effect of new valuation:</b>	30 June 2025

Find more information about your **new land valuation** over the page.

Laura Dietrich  
**Valuer-General**  
Department of Natural Resources and Mines,  
Manufacturing and Regional and Rural Development

LAND valuation



## Change to email

Scan the QR code to update your details to receive your notice by email and find more information about your valuation.

 [www.qld.gov.au/landvaluation](http://www.qld.gov.au/landvaluation)

Valuation enquiries  
 1300 664 217

Local government enquiries  
 (07) 3412 5230

Department of Natural Resources and Mines,  
Manufacturing, and Regional and Rural Development



## About your land valuation

### Why did you receive this land valuation notice?

This notice provides you with information about your new land value. Each year the Valuer-General considers market movement and feedback from local governments and key stakeholders to decide which areas will be revalued. Not all local government areas are revalued each year.

### Calculating your land valuation

The way your land valuation is calculated depends on how the land is zoned. **Site value** is used for non-rural land, including rural-residential.

Site value considers the value of improvements that prepare the land for development, such as filling, clearing and drainage works. It does not consider the value of structural improvements, such as houses, buildings and fences.

### Valuing units and duplexes

Individual units and duplexes in community title schemes are not valued separately. A single land valuation notice is issued to the body corporate. A valuation amount is apportioned for each unit or duplex owner for local government rates and land tax purposes. Apportionments are determined as per the community management statement (CMS). The CMS is available through your body corporate manager or for purchase through Titles Queensland at [www.titlesqld.com.au](http://www.titlesqld.com.au).

### How land valuations are used

Land valuations are used for determining state land rentals and are used as an input to rating and land tax considerations by entities such as local governments and the Queensland Revenue Office. Valuations are just one of many factors councils use to determine rates.

Any enquiries about your rates should be directed to your local government.

The Queensland Revenue Office advises that land tax may be payable if your total taxable value of freehold land you own in Queensland on 30 June each year exceeds the threshold. Find information about the Queensland Revenue Office and land tax at [www.qro.qld.gov.au/land-tax/about/](http://www.qro.qld.gov.au/land-tax/about/).

### Don't agree with your land valuation?

If you don't agree with your new land valuation and can provide information to demonstrate it is incorrect, you can lodge an objection within 60 days of the date this valuation notice is issued. The 60-day objection period closes on **26 May 2025**.

Your objection **must** be made on the approved form (Form 58S Notice of objection). You can find the form at [www.qld.gov.au/landvaluation](http://www.qld.gov.au/landvaluation).

You can lodge an objection:

- **online** at [www.qld.gov.au/landvaluation](http://www.qld.gov.au/landvaluation) – using your valuation reference number
- **by email** to [valoperations2@resources.qld.gov.au](mailto:valoperations2@resources.qld.gov.au)
- **by post** at PO Box 230, ARCHERFIELD BC QLD 4108
- **in person** at one of our business centres. Find the business centre addresses at [www.resources.qld.gov.au/contact-us#land-valuations](http://www.resources.qld.gov.au/contact-us#land-valuations)

### Inspect the land valuation roll listing

You can view the land valuation listing for your local government **until 30 June 2025**:

- **online** at [www.qld.gov.au/landvaluation](http://www.qld.gov.au/landvaluation)
- **in person** at the Logan City Council, Administration Centre, 150 Wembley Road, Logan Central

P077DORANN29\_A4MA25/E-241636/S-498537/I-997074


## Need more information

 [www.qld.gov.au/landvaluation](http://www.qld.gov.au/landvaluation)

Valuation enquiries

 1300 664 217

Local government enquiries

 (07) 3412 5230

Department of Natural Resources and Mines,  
 Manufacturing, and Regional and Rural Development



### Interpreter statement

The Queensland Government is committed to providing accessible information for people from culturally and linguistically diverse backgrounds. If you have difficulty understanding this document, please contact us within Australia on 13QGOV (13 74 68) and we will arrange for an interpreter to communicate this information to you.



## Notice of Levies Due in April 2025

Postal : PO Box 144 Elanora, QLD 4221  
Address: Suite 3, 17 - 19 Fifth Avenue  
Palm Beach, QLD 4221  
Phone: (07) 5534 6278  
Email: info@bodycorpchoice.com.au  
Website: www.bodycorpchoice.com.au

Issued 28/02/2025 on behalf of:

Ms J S Stanton

1 FRANKLAND AVENUE CTS 42945  
ABN 23004422102  
1 Frankland Avenue  
1 Frankland Avenue  
WATERFORD QLD 4133  
  
for Lot 2 Unit 2  
Jamie Sharni Stanton

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Sinking Fund	
01/04/2025	Six Monthly Levy 01/04/2025 - 30/09/2025	1,233.34	631.33	1,864.67
	Total levies due in month	1,233.34	631.33	1,864.67

Total of this levy notice	1,864.67
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	1,864.67
Prepaid	0.00
Total amount due	\$1,864.67

Levy Payment to be made by 01/04/2025

*Paid.  
29th of  
March.*



**DEFT**  
PAYMENT SYSTEMS

\*Registration is required for payments from cheque or savings accounts. Please complete registration at [www.deft.com.au](http://www.deft.com.au). You do not need to re-register for the internet service if already registered.

Ms J S Stanton

Community Titles Scheme 42945

Lot 2

Unit 2

**BPAY**



Pay over the Internet from your Bank account. Register at [www.deft.com.au](http://www.deft.com.au)



Credit card payments can be made over the internet. Log onto [www.deft.com.au](http://www.deft.com.au) and follow the instructions. A surcharge will be applicable if you use this option



Pay in-store at Australia Post by cheque or EFTPOS.

Billers code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: [www.bpay.com.au](http://www.bpay.com.au)

**Body Corporate Choice**

**DEFT Reference Number**

28930777942591

**Amount Due**

\$1,864.67

**Due Date**

01/04/2025

**Amount Paid**

\$



\*496 289307779 42591

+289307779 42591

000186467<4+