



Seller disclosure statement

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 **MICHELLE HEUNES**

Property address (referred to as the "property" in this statement) **12/5 BRISBANE ROAD, BIGGERA WATERS QLD 4216**

Lot on plan description **12/BUP3853**

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:

Yes **No**

If Yes, refer to Part 6 of this statement for additional information *If No, please disregard Part 6 of this statement as it does not need to be completed*

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"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

Registered encumbrances	<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>						
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No to affect the property after settlement.</p> <p>Note—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 NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border: none;">» the start and end day of the term of the lease:</td> <td style="border: 1px solid black; padding: 2px;">18/12/2025 to 1/5/2026</td> </tr> <tr> <td style="border: none;">» the amount of rent and bond payable:</td> <td style="border: 1px solid black; padding: 2px;">\$3000 p/month Bond: \$1500</td> </tr> <tr> <td style="border: none;">» whether the lease has an option to renew:</td> <td style="border: 1px solid black; padding: 2px;">Nil</td> </tr> </table> <p>Other unregistered agreement in writing (if applicable)</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"/> Yes</p> <p>Unregistered oral agreement (if applicable)</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 style="border: 1px solid black; height: 100px; width: 100%;"></div>	» the start and end day of the term of the lease:	18/12/2025 to 1/5/2026	» the amount of rent and bond payable:	\$3000 p/month Bond: \$1500	» whether the lease has an option to renew:	Nil
» the start and end day of the term of the lease:	18/12/2025 to 1/5/2026						
» the amount of rent and bond payable:	\$3000 p/month Bond: \$1500						
» whether the lease has an option to renew:	Nil						
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>1. Rights and interests reserved to the Crown by Deed of Grant No. 10321095 (POR 62)</p> <p>2. Any statutory encumbrances or right for water supply, sewerage, drainage or other utilities</p> </div>						
Residential tenancy or rooming accommodation agreement	<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"/> Yes <input type="checkbox"/> No</p> <p>If Yes, 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>) 18/12/2025</p> <p>Note—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.

Zoning	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>): <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Medium density residential</div>		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <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.			
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The following notices are, or have been, given:		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <i>If Yes, a copy of the order or application must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	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 FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	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.		

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.

Swimming pool	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<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>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	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 (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

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:

Date Range:

OR

The property is currently a rates exempt lot.**

OR

The property is not rates exempt but no separate assessment of rates 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*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount:

Date Range:

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:

Date Range:

* 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.

<p>Body Corporate and Community Management Act 1997</p>	<p>The property is included in a community titles scheme. (If Yes, complete the information below)</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Community Management Statement</p>	<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.</p> <p>Note—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>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Body Corporate Certificate</p>	<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.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » 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. 	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Statutory Warranties</p>	<p>Statutory Warranties—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>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Building Units and Group Titles Act 1980</p>	<p>The property is included in a BUGTA scheme (If Yes, complete the information below)</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Body Corporate Certificate</p>	<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.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » 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. <p>Note—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>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER



Signature of seller

Signature of seller

Michelle Heunes

Name of Seller

Name of Seller

15.01.2026 | 9:41 AM AEST

Date

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

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	16043144	Search Date:	13/01/2026 11:57
Date Title Created:	08/10/1980	Request No:	54686963
Previous Title:	15935132		

ESTATE AND LAND

Estate in Fee Simple

LOT 12 BUILDING UNIT PLAN 3853

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 11322

REGISTERED OWNER

Dealing No: 723096649 29/02/2024

MICHELLE HEUNES

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10321095 (POR 62)
2. MORTGAGE No 723096650 29/02/2024 at 14:40
MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

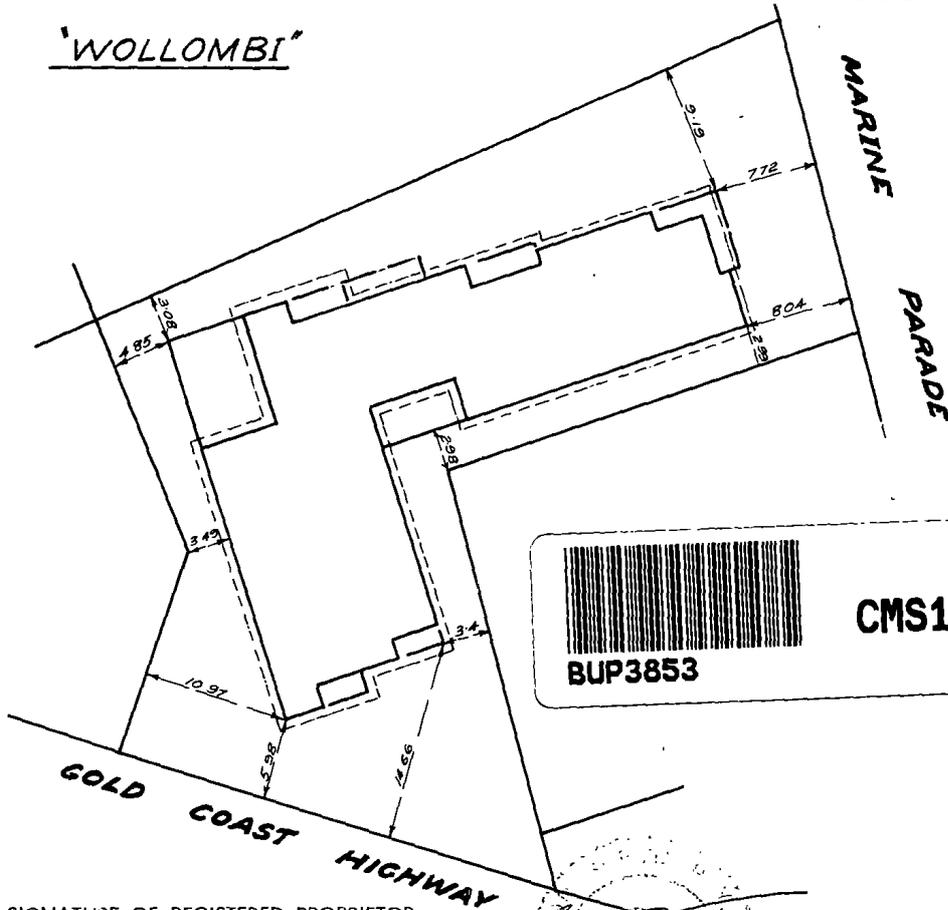
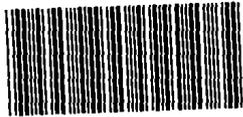
4100 A76

FORM 1
REGULATION 5^A

SHEET No. 1 of 8 SHEETS

BUILDING UNITS PLAN NO. 3853

'WOLLOMBI'

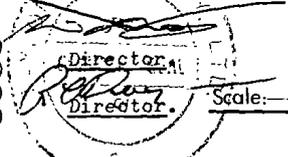



BUP3853

CMS11322



SIGNATURE OF REGISTERED PROPRIETOR.
 THE COMMON SEAL of TAYLOR SNEYD PTY. LTD.
 was hereunto affixed by the authority of
 a resolution of the Directors in the
 presence of:
 and in the presence of:
 NAME OF REGISTERED PROPRIETOR: TAYLOR SNEYD PTY LTD
 A Justice of the Peace.



Scale: 1:400

ADDRESS: 62 BLUNDER ROAD
OXLEY Q. 4075

COUNTY: WARD

PARISH: BARROW

CITY:

BUILDING UNITS PLAN No. 3853

REGISTERED 3 Oct 1980



ACTING REGISTRAR OF TITLES

REFERENCE TO TITLE VOLUME 5935 FOLIO 132 *allan groll* Clerk

DESCRIPTION OF PARCEL: LOT 3 ON RP 168536 *Gold Coast City* Council

NAME OF BODY CORPORATE
 ADDRESS AT WHICH DOCUMENTS
 MAY BE SERVED

THE PROPRIETORS 'WOLLOMBI'
 B.U.P. No. 3853
 5 GOLD COAST HIGHWAY
 LABRADOR Q. 4215

OFFICE REFERENCE ONLY



CATALOGUED NOTED RP/168536
 CHARTED GOLD COAST SH.1 50
 9-10-80

ANNEXURE 1 TO SHEET NO.1 OF BUILDING UNITS PLAN NO. 3853

No. 6195180 Notification of Change of By-Laws. First Schedule. Recorded 20 Oct 1980

Annaldon
 REGISTRAR OF TITLES

Annaldon
 REGISTRAR OF TITLES

Annaldon
 REGISTRAR OF TITLES

BUILDING UNITS PLAN No. 3853

Licensed

I, PAAVO ILMARI KARHULA of Southport, ~~Authorised~~ Surveyor under the "Land Surveyors' Act, 1977 to 1978

~~1900 to 1910,"~~ do hereby certify (1) that the building shown on the Building Units Plan to which this Certificate is annexed, is within the external surface boundaries of the parcel the subject of the Building Units Plan, ~~subject to Clause 2 of this Certificate and (2) that where eaves or guttering project beyond such external boundaries, an appropriate easement has been granted as an appurtenance of the parcel and (3) that where the projection is over a road, the Local Authority has consented thereto pursuant to the ordinances or by laws as the case may be.~~ *PK.*

Accaungsee Town Clerk
Gold Coast City Council

DATED THIS 18 TH. DAY OF JUNE, 1980

PKarhula
Authorised Surveyor
Licensed

Building Units Plan No. 3853

Gold Coast City

^ Council certifies that the proposed subdivision of the parcel, as illustrated in

the Building Units Plan, has been approved by the *Gold Coast City* Council,

and that all requirements of "The Local Government Acts, ^{1936 to 1978} ~~1936 to 1964~~"

* "~~The City of Brisbane Acts, 1924 to 1960,~~" ^{1964 to 1977} have been complied with
in regard to the subdivision

* Cross out whichever is inapplicable.

(SEAL)



Mayor



Town Clerk

Gold Coast City Council

FORM 11

REGULATION 13A

SHEET No. 4 of 8 SHEETS

BUILDING UNITS PLAN NO. 3853

I, TONY ELWIN of COOLANGATTA

~~an Architect under the "Architects Act 1962/1971"~~

* a Building Inspector appointed by the x GOLD COAST CITY Council
do hereby certify that the building shown on the Buildings Units plan to which this certificate is annexed
has been substantially completed in accordance with plans and specifications approved by

~~the x~~ ~~Council~~

* a designated officer of the x GOLD CITY COUNCIL Council



DATED this SIXTEENTH day of JULY 1980

* Cross out whichever is inapplicable

x Insert name of Council

Alraunguel Shire Clerk
Gold Coast City Council

9666 1476

(FORM 4) Regulation 14

SHEET No. 5 of

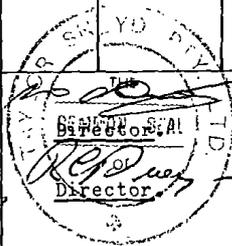
8 SHEETS

3853

**SCHEDULE OF UNIT ENTITLEMENT AND REFERENCE TO
CURRENT CERTIFICATE OF TITLE**

Unit No.	Level	Entitle- ment	Current C's T.		Unit No.	Level	Entitle- ment	Current C's T.	
			Vol.	Fol.				Vol.	Fol.
1	A	1	6043	133					
2	A	1	6043	134					
3	A+B	1	6043	135					
4	A+B	1	6043	136					
5	A+B	1	6043	137					
6	A+B	1	6043	138					
7	A+B	1	6043	139					
8	A+C	1	6043	140					
9	A+C	1	6043	141					
10	A+C	1	6043	142					
11	A+C	1	6043	143					
12	A+C	1	6043	144					
	TOTAL	12							

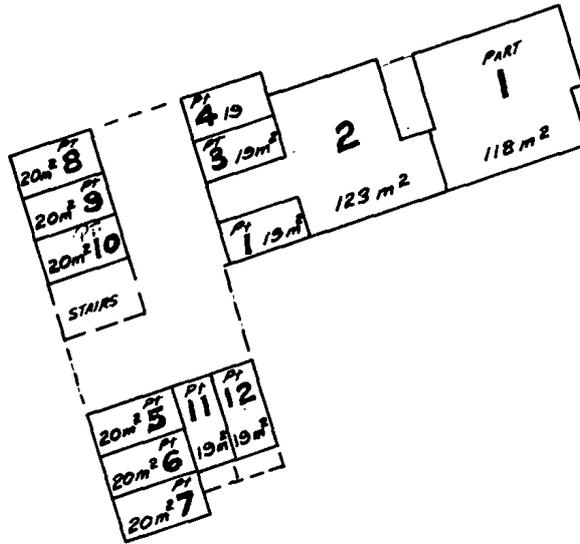
SIGNATURE OF REGISTERED PROPRIETOR:
 THE COMMON SEAL of TAYLOR SNEYD PTY. LTD.)
 was hereunto affixed by the authority of)
 a resolution of the Directors in the)
 presence of:)
 and in the presence of:)
[Signature]
 A Justice of the Peace



Shire Clerk
allan gree
 Gold Coast City Council

BUILDING UNITS PLAN NO. 3853

LEVEL A



Residential and Car Parking Purposes Only

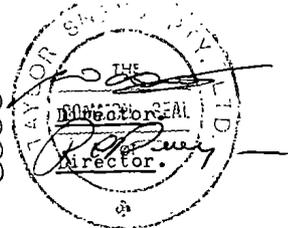
Scale 1:400

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

THE COMMON SEAL of TAYLOR SNEYD PTY. LTD)
 was hereunto affixed by the authority of)
 a resolution of the Directors in the)
 presence of:)
 and in the presence of:)

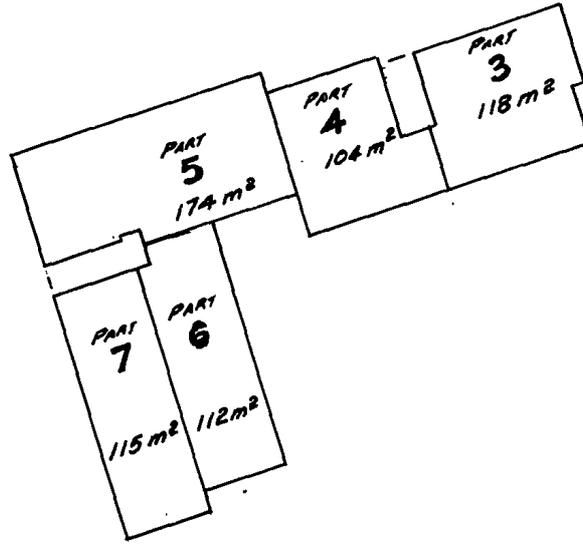
[Signature]
 Justice of the Peace.



Shire Clerk
[Signature]
 Town
 Gold Coast City Council

BUILDING UNITS PLAN NO. 3853

LEVEL B



It is stipulated that the uncovered portions of unit 5 extend to the ceiling height of the unit only.

B. Karulic
Licd Surveyor.

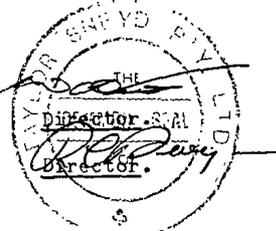
Residential Purposes Only

Scale 1:400

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

THE COMMON SEAL of TAYLOR SNEYD PTY. LTD.)
was hereunto affixed by the authority of)
a resolution of the Directors in the)
presence of)
and in the presence of:)
[Signature]
Justice of the Peace.



Shire
Alan Goss Clerk
Town
Gold Coast City Council

5ccc 1476

(Form 5)

REGULATION 15

SHEET No. 8

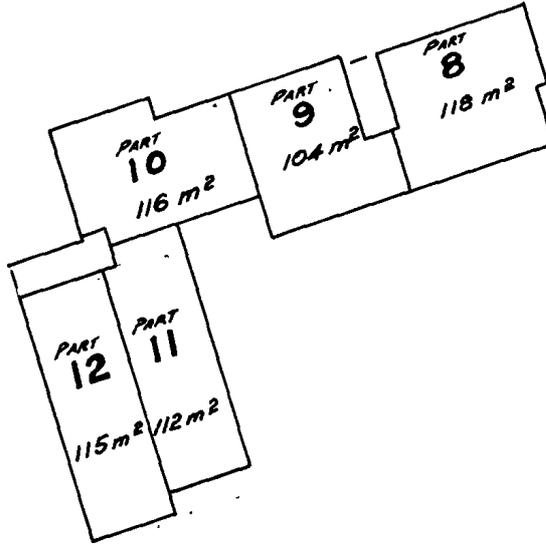
of

8

SHEETS

BUILDING UNITS PLAN NO.

LEVEL C



It is stipulated that the uncovered portion of unit 8 extends to the ceiling height of the unit only.

PKan hula.

Residential Purposes Only

Scale 1:400

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

THE COMMON SEAL of TAYLOR SNEYD PTY. LTD. was hereunto affixed by the authority of a resolution of the Directors in the presence of:
and in the presence of:
[Signature]
A Justice of the Peace.



Shire Clerk
allaugoree
Town
Gold Coast City Council

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy information

Item 1 1.1 Lessor

Name/trading name

Address

1.2 Phone Mobile ABN (optional)

Email

Note - Item 1.2 is optional.

Item 2 2.1 Tenant/s

1. Full name/s	<input type="text" value="Chloe Walpole"/>		
Phone	<input type="text" value="0435202715"/>	Email	<input type="text" value="chloe_walpole@icloud.com"/>
Emergency contact full name/s	<input type="text" value="Maisie Isted"/>		
Emergency contact phone	<input type="text" value="0478723026"/>		
Emergency contact email	<input type="text" value="maisiejaneisted@icloud.com"/>		

2. Full name/s	<input type="text" value="Maisie Isted"/>		
Phone	<input type="text" value="0478723026"/>	Email	<input type="text" value="maisiejaneisted@icloud.com"/>
Emergency contact full name/s	<input type="text" value="Chloe Walpole"/>		
Emergency contact phone	<input type="text" value="0435202715"/>		
Emergency contact email	<input type="text" value="chloe_walpole@icloud.com"/>		

3. Full name/s	<input type="text"/>		
Phone	<input type="text"/>	Email	<input type="text"/>
Emergency contact full name/s	<input type="text"/>		
Emergency contact phone	<input type="text"/>		
Emergency contact email	<input type="text"/>		

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

Item 2.2 is optional. See clause 48(4).

Item 3 3.1 Lessor's agent If applicable.

Full name/trading name

Address

3.2 Phone Mobile ABN (optional)

Email

Note - Item 3.2 is optional.



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4

Notices may be given to

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

4.1 Lessor

Email Yes No

Text message Yes No Facsimile Yes No

4.2 Tenant/s

Email Yes No

Text message Yes No Facsimile Yes No

4.3 Agent

Email Yes No

Text message Yes No Facsimile Yes No

Item 5

5.1 Address of the rental premises

12/5 Brisbane Road		
Biggera Waters	Postcode	4216

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

Furniture - Lounge, dining table, beds, linen, towels. All kitchen equipment, fridge, dryer & washing machine

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

NA

Item 6

6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on

6.3 Ending on

See clause 4(2)

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

Item 7

Rent weekly fortnightly monthly See clause 8(1)

Item 8

Rent must be paid on the day of each

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9

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

Method 1	Direct bank transfer
Method 2	

Details for direct credit

BSB no. Bank/building society/credit union

Account no. Account name

Payment reference

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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

Item 11 Day of last rent increase Insert the day the rent was last increased for the premises

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

Item 12 Rental bond amount \$ 1500 See clause 13

Item 13.1 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 12)
Phone Yes No

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

Yes No

Item 14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

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

Electricity Any other service stated in item 13.1
Gas See special terms (page 12)
Phone

Item 15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity
Gas
Phone

Any other service stated in item 13.1 See special terms (page 12)

Item 16 Number of persons allowed to reside at the premises 2 See clause 22

Item 17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23 Yes No

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

Electrical repairs	<input type="text"/>	Phone	<input type="text"/>
Plumbing repairs	<input type="text"/>	Phone	<input type="text"/>
Other repairs	<input type="text"/>	Phone	<input type="text"/>

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 Phone

Item 19 The type and number of pets approved by the lessor to be kept at the premises See clauses 34 to 37

Type Number Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

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 item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (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 of this agreement; 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 – ss 52 and 54–56

- (1) This part states, under 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.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act.

Examples for subclause (7) –

- 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
- 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Entering tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in 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 or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no 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.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent 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.
- (7) If a condition report is not prepared for this agreement because subclause (6) 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 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this 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 certain 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 other than in a way 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 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid –
 - (a) in a way stated in item 9; or

Note – Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

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

9 Rent in advance – s 87

The lessor or lessor's agent 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 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 –
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day from when the increased rent is payable must not be earlier than the later of the following –
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if –
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to –
 - (i) compliance of the premises 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 rent 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 reducing or setting aside the amount of the proposed 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 tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement – before the term of this agreement ends.

12 Rent decreases – s 94

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

Note – For information about 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 item 12, the tenant must pay to the lessor or the lessor's agent the bond –
 - (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 rental bond that may be required. See sections 112(1) and 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental 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 rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example – The lessor may claim against the rental 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 rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental 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, following 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 notice is given to the tenant.

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 for the premises.

Examples –

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

- (2) This clause does not apply if –
- the lessor is the State; and
 - rent is not payable under the agreement; and
 - 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 –

- the tenant enjoys or shares the benefit of the service; and
- the service is stated in item 13.1; and
- either –
 - the premises are individually metered for the service; or
 - Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
- item 15 states how the charge may be recovered by the lessor from the tenant.

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

17 Water service charges – ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
- the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - 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
 - Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount –
- that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - 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.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) 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.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using –
- a meter reading for the premises recorded in a condition report; and
 - 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; and
 - the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

- (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.

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.

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.

Division 6 Rights and obligations 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.

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.

21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises –
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and 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
 - making 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 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws– s 69

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

Subdivision 2 Standard of premises

24 Lessor's obligations – s 185

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

25 Tenant's obligations generally – s188

- (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 caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes – ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if –
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

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

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

Examples of conditions –

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

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

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

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

- (1) This clause applies if –
 (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
 (b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may –
 (a) take action for a breach of a term of this agreement; or
 (b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

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, give 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 the tenant –
 (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 For more information visit the Domestic violence in a rental property webpage on the RTA website.
 (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) the 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 a body corporate law or a body corporate by-law that applies to the premises.

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 –
 (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 tenant of the premises;
 (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises 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 item 18; or
 (b) in a notice given by the lessor to the tenant.
- (2) The 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 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) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

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 the lessor if –
 (a) there is no nominated repairer for the repairs; or
 (b) a nominated repairer for the repairs is not the tenant's first point of contact; or
 (c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- (4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if –
 (a) the repairer is the tenant's first point of contact; or
 (b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- (5) Despite clause 48, a notice under this clause does not need to be written.

- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
- the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
 - the repairs are not made within a reasonable time after notice is given.

Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

- (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

34 Keeping pets and other animals at premises – ss 184B and 184G

- The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- However, the tenant may keep a working dog at the premises without the lessor's approval.
- 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 19.

Notes –

1 If item 19 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 at the premises see clause 36.

- (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 –
- the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - a change in the lessor or lessor's agent;
 - 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.

35 Tenant responsible for pets and other animals – s 184C

- 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.
- The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.
- Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet – ss 184D and 184E

- The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- The lessor must respond to the tenant's request within 14 days after receiving the request.

- The lessor's response to the request must be in writing and state –
 - whether the lessor approves or refuses the tenant's request; and
 - if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
 - if the lessor refuses the tenant's request –
 - the grounds for the refusal; and
 - the reasons the lessor believes the grounds for the refusal apply to the request.
- The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - 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;
 - keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - keeping the pet would contravene a law;
 - keeping the pet would contravene a body corporate by-law applying to the premises;
 - if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
 - the animal stated in the request is not a pet as defined in section 184A;
 - another ground prescribed by a regulation under section 184E(1)(j).
- The lessor is taken to approve the keeping of the pet at the premises if –
 - the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant under clause 36(3).
- Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.

- (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

38 General – ss 238 and 240

- (1) Subject to clause 39, 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 to the transfer or subletting; or
 - the transfer or subletting is made under an order of the tribunal.
- (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.

39 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if –
- the lessor is the State; or
 - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - the tenant's right to occupy the premises is given under 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

40 Ending of agreement – s 277

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

41 Condition premises must be left in – s 188

- (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 caused by an act of domestic violence experienced by the tenant.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

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

43 Tenant's forwarding address – s 205

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

For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report – s 66

- (1) The tenant must, on or before the day this agreement ends, prepare and sign a condition report for the premises in the approved form.
- Note – For the approved form for the condition report, see the information statement.*
- (2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.
- Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent*
- (3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
- sign the copy; and
 - if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
 - if the tenant has given a forwarding address to the lessor or lessor's agent – make a copy of the report and return it to the tenant at the address.
- (4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

45 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.

Division 9 Miscellaneous

46 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, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to –
 - (a) a requirement about a service charge; or
 - (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 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent – s 206

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

Note – See also sections 24 and 25.

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (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 relevant party –
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 – by leaving it at the address or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication – by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
Examples of types of electronic communication – email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.
- (6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved –
 - (a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient –
 - (i) if the type of electronic communication is email – when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile – when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise – at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause –

relevant party means –

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor – the lessor's agent.

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)

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

Michelle Heumes

Signature

Date 06.01.2026 | 6:13 PM AEST

Signature of tenant 1

Print name

Chloe Walpole

Signature

Date 06.01.2026 | 6:24 PM AEST

Signature of tenant 2

Print name

Maisie Isted

Signature

Date 06.01.2026 | 6:26 PM AEST

Signature of tenant 3

Print name

Signature

Date

**Body corporate certificate**

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.

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.

The information in this certificate is issued on 08/01/2026.

Becoming an owner

When you become an owner of a lot in a community title 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	
WOLLOMBI 11322	
Body corporate manager	
Bodies corporate often engage a body corporate manager to handle administrative functions.	
Is there a body corporate manager for the scheme?	
<input checked="" type="checkbox"/> Yes. The body corporate manager is:	
Name: Bronwyn Allard	Company: Body Corporate Services (QLD) Pty Ltd
Phone: 55096666	Email: bcs_goldcoast@bcssm.com.au
<input type="checkbox"/> No	
Accessing records	
Who is responsible for keeping the body corporate’s records?	
<input checked="" type="checkbox"/> The body corporate manager named above.	
<input type="checkbox"/> The following person:	
Name:	Role:
Phone:	Email:

Property and community titles scheme details

Lot and plan details

Lot number: 12

Plan type and number: BUP 3853

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.

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.

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. 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 entitlementments

Lot entitlementments 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 entitlementments – a contribution schedule of lot entitlementments and an interest schedule of lot entitlementments, outlining the entitlementments for each lot in the scheme. The contribution schedule lot entitlementment 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 entitlementment 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 entitlementments and therefore may pay different contributions to the body corporate's expenses.

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

Contribution schedule

Contribution schedule lot entitlementment for the lot: 1

Total contribution schedule lot entitlementments for all lots: 12

Interest schedule

Interest schedule lot entitlementment for the lot: 1

Total interest schedule lot entitlementments for all lots: 12

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 12 for the current financial year: \$1,231.70			
Number of instalments: 4 (outlined below)			
Monthly penalty for overdue contributions (if applicable): 0.00%			
Discount for on-time payments (if applicable): 0.00%			
Due date	Amount due	Amount due if discount applied	Paid
01/11/2025	\$615.85	\$615.85	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/02/2026	\$615.85	\$615.85	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sinking fund contributions			
Total amount of contributions (before any discount) for lot 12 for the current financial year: \$625.00			
Number of instalments: 4 (outlined below)			
Monthly penalty for overdue contributions (if applicable): 0.00%			
Discount for on-time payments (if applicable): 0.00%			
Due date	Amount due	Amount due if discount applied	Paid
01/11/2025	\$312.50	\$312.50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/02/2026	\$312.50	\$312.50	<input checked="" 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 12: \$0.00			
Number of instalments: 0 (outlined below)			
Monthly penalty for overdue contributions (if applicable): 0.00%			
Discount for on-time payments (if applicable): 0.00%			

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 \$0.00
- Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- Other amounts payable, totalling \$0.00 (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: \$0.00
 - Penalties on overdue contributions: \$0.00
 - Other amounts due but not paid: \$0.00

Total amounts due but not paid: \$0.00

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.

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): **\$51,441.01**

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.

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.

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
 No

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

- Yes
 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.

Body corporate authority

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

Name/s: Jill Walshaw

Position/s held: Licensee in Charge

Signature/s :  _____

Date: 08/01/2026

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

ANNUAL FINANCIAL STATEMENTS

For the period 1 November 2024 to 31 October 2025

Prepared For

WOLLOMBI

CTS 11322

406 MARINE PARADE
BIGGERA WATERS
QLD 4216

Manager

Bronwyn Allard
Body Corporate Services (QLD) Pty Ltd

Printed

8 January 2026

Balance Sheet**Administrative & Sinking Fund****Body Corporate for WOLLOMBI CTS 11322****As at 31st October 2025**

406 MARINE PARADE BIGGERA WATERS QLD 4216

ABN/ACN 79518714212

Assets**2025**

Cash		57,559.29
	Total Assets	\$ 57,559.29

Liabilities

Levies in Advance	Note 8	9,336.50
Unallocated Monies Received	Note 7	52.67
	Total Liabilities	\$ 9,389.17

Net Assets	\$ 48,170.12
-------------------	---------------------

Equity

Administrative Fund	479.11
Sinking Fund	47,691.01
Total Equity	\$ 48,170.12

Income and Expenditure Statement

Administrative Fund

Body Corporate for WOLLOMBI CTS 11322

1 November 2024 to 31 October 2025

406 MARINE PARADE BIGGERA WATERS QLD 4216

ABN/ACN 79518714212

Income

Levy Fees - normal	29,560.80
Levy Fees - other	100.00

Total Administrative Fund Income	29,660.80
---	------------------

Expenditure

Body Corporate Manager - Insurance Claims	126.00
Body Corporate Manager - Taxation Management	320.00
Body Corporate Manager - additional services	1,194.93
Body Corporate Manager - debt recovery	100.00
Body Corporate Manager - disbursements	1,322.36
Body Corporate Manager - management fees	3,159.78
Body Corporate Manager - work order/quotes	625.00
Cleaning Service	3,825.20
Consultant	504.00
Electrical Repairs	550.00
Fire Protection Services	778.33
Garden/Lawn Maintenance	4,150.97
General Repairs	110.00
Insurance Premiums	10,934.37
Pest Control Services	440.00
Plumbing	793.99

Total Administrative Fund Expenditure	28,934.93
--	------------------

Surplus / Deficit for period	725.87
-------------------------------------	---------------

Summary

Opening Balance as at 1 November 2024	(246.76)
Total Revenue during period	29,660.80
Total Expenditure during period	(28,934.93)

Administrative Fund balance as at 31 October 2025	\$ 479.11
--	------------------

Income and Expenditure Statement

Sinking Fund

Body Corporate for WOLLOMBI CTS 11322

1 November 2024 to 31 October 2025

406 MARINE PARADE BIGGERA WATERS QLD 4216

ABN/ACN 79518714212

Income

Levy Fees - normal	15,000.00
Total Sinking Fund Income	15,000.00

Expenditure

General Repairs	997.50
Total Sinking Fund Expenditure	997.50

Surplus / Deficit for period	14,002.50
-------------------------------------	------------------

Summary

Opening Balance as at 1 November 2024	33,688.51
Total Revenue during period	15,000.00
Total Expenditure during period	(997.50)
Sinking Fund balance as at 31 October 2025	\$ 47,691.01

Notes To Financial Statements

Body Corporate for WOLLOMBI CTS 11322

406 MARINE PARADE BIGGERA WATERS QLD 4216

ABN/ACN 79518714212

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 12 Unit: U12	52.67
	\$ 52.67

Note 8 Levies in Advance - also see note 2

Detail	Amount
Lot: 1 Unit: 1	928.35
Lot: 10 Unit: U10	928.35
Lot: 11 Unit: U11	928.35
Lot: 12 Unit: U12	928.35
Lot: 2 Unit: U2	928.35
Lot: 3 Unit: *3	53.00
Lot: 4 Unit: U4	928.35
Lot: 5 Unit: U5	928.35
Lot: 6 Unit: U6	928.35
Lot: 7 Unit: U7	928.35
Lot: 9 Unit: U9	928.35
	\$ 9,336.50

These notes (other than notes added by the body corporate manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants and certified as being compliant with the requirements of the Body Corporate and Community Management Act 1997 by a leading strata and community titles lawyer. The accuracy of data used to generate the accounts is the responsibility of the software user.

Insurance Report

Body Corporate for WOLLOMBI CTS 11322

Policy number : WAC021229149

406 MARINE PARADE BIGGERA WATERS QLD 4216

Insurance Policy Details

Policy Number: WAC021229149
Period of Insurance: 30 June 2025 to 30 June 2026
Insurance Company: WORKCOVER QUEENSLAND
Broker (if any): NOT APPLICABLE
Amount of Premium: \$ 200.00
Paid Date: 23 July 2024

Policy Type	Amount of cover	Excess
Workers Compensation Insurance	MIN. COVER	0.00

Note

Insurance Report

Body Corporate for WOLLOMBI CTS 11322

Policy number : TBA

406 MARINE PARADE BIGGERA WATERS QLD 4216

Insurance Policy Details

Policy Number: TBA
Period of Insurance: 30 April 2025 to 30 April 2026
Insurance Company: Insurance Investment Solutions t/a IS-Strata
Broker (if any): Body Corporate Brokers Pty Ltd (QLD)
Amount of Premium: \$ 10,734.37
Paid Date: 2 May 2025

Policy Type	Amount of cover	Excess
Legal Defense Expenses	\$ 50,000	0.00
Workplace Health & Safety - Breaches	\$ 150,000	0.00
Government Audit Costs	\$ 30,000	0.00
Office Bearers Liability Insurance	\$ 2,000,000	0.00
Machinery Breakdown Insurance	\$ 100,000	0.00
Fidelity Guarantee Insurance	\$ 100,000	0.00
Personal Accident/Voluntary Workers	\$200,000/\$2,000	0.00
Property, Death and Injury (Public Liability)	\$ 20,000,000	0.00
Paint	Included	0.00
Floating Floors	Included	0.00
Building Catastrophe	\$ 1,280,152	0.00
Flood	Included	0.00
Common Area Contents	\$ 42,672	0.00
Loss Of Rent/Temporary Accommodation	\$ 640,076	0.00
Damage (i.e. Building) Policy	\$ 4,267,174	0.00

Note

Record Created: 02/05/2025 @ 7:22:27 pm (AEDST) □□ BCB Contact Details: □contactus@bcb.com.au □07 5668 7800 □BCB Invoice No. 1067922 □Excesses: □□ Policy 1 Property Claims \$ 2,000 □Policy 1 Malicious damage \$ 2,000 □Policy 1 Flood \$ 2,000 □Policy 1 New Construction \$ 2,500 □Policy 1 Impact \$ 2,000 □Policy 1 * All Standard Excess Claims (Discounted) □* Where We complete or control the work via our □chosen supplier or where We offer a cash □\$ 1,000

CTS 11322

ABN: 79518714212
 406 MARINE PARADE
 BIGGERA WATERS QLD 4216

Accounts: 1300889227
 Body Corporate Services (QLD) Pty Ltd

STATEMENT OF CONTRIBUTIONS

For the period 8 Jan 2025 to 1 Feb 2026

Michelle Heunes
 12/5 Brisbane Road
 Biggera Waters Queensland 4216

Issue Date: 08/01/26

Statement Activity for Body Corporate for WOLLOMBI CTS 11322 - ABN/ACN: 79518714212

Lot: 12 Unit: U12

Address: 406 MARINE PARADE, BIGGERA WATERS, QLD 4216

Date	Description	Period (if applicable)	Admin	Sink	Balance
	brought forward		(563.11)	(312.50)	(875.61)
01/02/25	Levies - normal (interim)	01-02-25 to 30-04-25	562.81	0.00	(312.80)
01/02/25	Levies - normal (interim)	01-02-25 to 30-04-25	0.00	312.50	(0.30)
19/03/25	Payment 981.09		(668.59)	(312.50)	(981.39)
01/05/25	Levies - normal	01-05-25 to 31-07-25	668.89	0.00	(312.50)
01/05/25	Levies - normal	01-05-25 to 31-07-25	0.00	312.50	0.00
28/07/25	Payment 981.32		(668.82)	(312.50)	(981.32)
01/08/25	Levies - normal	01-08-25 to 31-10-25	0.00	312.50	(668.82)
01/08/25	Levies - normal	01-08-25 to 31-10-25	668.89	0.00	0.07
01/08/25	Payment 981.09		(981.09)	0.00	(981.02)
18/09/25	Credit transfer		312.50	(312.50)	(981.02)
01/11/25	-- START OF LEVY YEAR 2025 --		0.00	0.00	(981.02)
01/11/25	Levies - normal (interim)	01-11-25 to 31-01-26	615.85	0.00	(365.17)
01/11/25	Levies - normal (interim)	01-11-25 to 31-01-26	0.00	312.50	(52.67)
03/11/25	Payment 981.09		(981.09)	0.00	(1,033.76)
19/12/25	Credit transfer		312.50	(312.50)	(1,033.76)
01/02/26	Levies - normal (interim)	01-02-26 to 30-04-26	615.85	0.00	(417.91)
01/02/26	Levies - normal (interim)	01-02-26 to 30-04-26	0.00	312.50	(105.41)

Continued on next page.

Total Amount as at 1st February 2026

\$ 105.41CR

CTS 11322

ABN: 79518714212
406 MARINE PARADE
BIGGERA WATERS QLD 4216

Accounts: 1300889227
Body Corporate Services (QLD) Pty Ltd

STATEMENT OF CONTRIBUTIONS

For the period 8 Jan 2025 to 1 Feb 2026

Michelle Heunes
12/5 Brisbane Road
Biggera Waters Queensland 4216

Issue Date: 08/01/26

Statement Activity for Body Corporate for WOLLOMBI CTS 11322 - ABN/ACN: 79518714212

Lot: 12 Unit: U12
Address: 406 MARINE PARADE, BIGGERA WATERS, QLD 4216

Date	Description	Period (if applicable)	Admin	Sink	Balance
------	-------------	------------------------	-------	------	---------

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Body Corporate for CTS 11322



DEFT
PAYMENT SYSTEMS

DEFT Reference Number:
2761 3188 5348 8190 0049

WOLLOMBI
Lot: 12 Unit: U12
WOLLOMBI

How to Pay

Bpay: Call your bank, credit union or building society to make this payment from your cheque or savings account.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment at any post office.

Total Amount: \$ 105.41CR
as at 1st February 2026



Biller Code: 96503
Reference: 2761 3188 5348 8190 0049



*496 276131885 34881900049

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

+276131885 34881900049<

000000000<4+

WID R/E 22/2/13

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

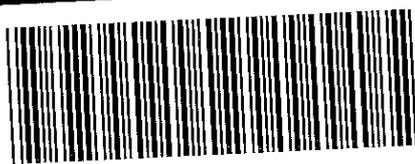
GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

10

714895640



714948996

\$102.50

\$102.50

22/02/2013 09:31

GC 470

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR WOLLOMBI
COMMUNITY TITLES SCHEME 11322

Lodger (Name, address, E-mail & phone number)
PROPERTY SERVICES BRANCH
DEPT TRANSPORT AND MAIN ROADS
GPO BOX 1412, BRISBANE, 4001
495/00190

Lodger
Code
96

2. Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF WOLLOMBI CTS 11322	WARD	BARROW	19203853
LOT 2 ON SP222668	WARD	BARROW	PART OF 19203853

3. Registered Proprietor/State Lessee
BODY CORPORATE FOR WOLLOMBI COMMUNITY TITLES SCHEME 11322

4. Interest
NOT APPLICABLE

5. Applicant
BODY CORPORATE FOR WOLLOMBI COMMUNITY TITLES SCHEME 11322

6. Request

I hereby request that the New Community Management Statement deposited herewith which excises Lot 2 on SP222668 from the scheme be recorded as the New Community Management Statement for Wollombi Community Titles Scheme 11322.

7. Execution by applicant



30/11/12
Execution Date

[Signature]
Chairperson/Secretary
Applicant's or Solicitor's Signature

11/12/12
Execution Date

J. E. McBlain
Chairperson/Secretary/Treasurer
Applicant's or Solicitor's Signature

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

TH
W
C/
W
C

11322

This statement incorporates and must include the following:

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

WOLLOMBI COMMUNITY TITLES SCHEME 11322

2. Regulation module

STANDARD

3. Name of Body Corporate

BODY CORPORATE FOR WOLLOMBI COMMUNITY TITLES SCHEME 11322

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

5. #Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement

SP222668

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to s60(6)(b)(ii) of the *Body Corporate and Community Management Act 1997*

..... signed

..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate



30/11/12

Execution Date

[Handwritten Signature]

 Chairperson/Treasurer/Secretary
 *Execution

11/12/12

Execution Date

[Handwritten Signature: J.E. McBean]

 Chairperson/Treasurer/Secretary
 *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 19203853

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF WOLLOMBI CTS 11322	WARD	BARROW	19203853
LOT 1 ON BUP3853	WARD	BARROW	16043133
LOT 2 ON BUP3853	WARD	BARROW	16043134
LOT 3 ON BUP3853	WARD	BARROW	16043135
LOT 4 ON BUP3853	WARD	BARROW	16043136
LOT 5 ON BUP3853	WARD	BARROW	16043137
LOT 6 ON BUP3853	WARD	BARROW	16043138
LOT 7 ON BUP3853	WARD	BARROW	16043139
LOT 8 ON BUP3853	WARD	BARROW	16043140
LOT 9 ON BUP3853	WARD	BARROW	16043141
LOT 10 ON BUP3853	WARD	BARROW	16043142
LOT 11 ON BUP3853	WARD	BARROW	16043143
LOT 12 ON BUP3853	WARD	BARROW	16043144

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 1 ON BUP3853	1	1
LOT 2 ON BUP3853	1	1
LOT 3 ON BUP3853	1	1
LOT 4 ON BUP3853	1	1
LOT 5 ON BUP3853	1	1
LOT 6 ON BUP3853	1	1
LOT 7 ON BUP3853	1	1
LOT 8 ON BUP3853	1	1
LOT 9 ON BUP3853	1	1
LOT 10 ON BUP3853	1	1
LOT 11 ON BUP3853	1	1
LOT 12 ON BUP3853	1	1
TOTALS	12	12

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWS**1. Duties of a proprietor.** A proprietor shall -

- (a) permit the body corporate and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter his unit for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the by-laws are being observed;
- (b) forthwith carry out all work that may be ordered by any competent public or local authority in respect of his unit other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;
- (c) repair and maintain his unit, and keep the same in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted;
- (d) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors or the members of their households or their visitors;
- (e) not use his unit or permit the same to be used in such manner or for such purpose as shall cause a nuisance or hazard to any occupier of a unit (whether a proprietor or not) or the members of the household of such occupier;
- (f) notify the body corporate forthwith upon any change of ownership or of any mortgage or other dealing in connection with his unit.

2. Further duties of body corporate. The body corporate shall -

- (a) control, manage and administer the common property for the benefit of all proprietors;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings (including elevators) used in connection with the common property. Provided that no alterations or additions to the common property (other than for the aforesaid purposes) shall be carried out except by special resolution of the Body Corporate;
- (c) where practicable establish and maintain suitable lawns and gardens on the common property;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or common property;
- (e) on the written request of a proprietor, or registered mortgagee of a unit, produce to such proprietor or mortgagee, or person authorised in writing by such proprietor or mortgagee, the policy or policies of insurance effected by the body corporate, and the receipt or receipts for the last premium or premiums in respect thereof.

3. **Further powers of body corporate.** The body corporate may -

- (a) purchase, hire or otherwise acquire personal property for use by proprietors in connection with their enjoyment of common property;
- (b) borrow moneys required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine any moneys in the fund for administrative expenses;
- (e) make an agreement with any proprietor or occupier of a unit for the provision of amenities or services by it to such unit or to the proprietor or occupier thereof;
- (f) grant to a proprietor the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, provided that any such grant shall be determinable on reasonable notice unless the body corporate by unanimous resolution otherwise resolves;
- (g) do all things reasonably necessary for the enforcement of the by-laws and the control, management and administration of the common property.

4. **Council of body corporate.** The powers and duties of the body corporate (other than those required to be exercised by a unanimous resolution or a special resolution whether by these By-laws or "The Building Units Titles Act 1965-1972") shall, subject to any restriction imposed or direction given at a general meeting be exercised and performed by the Council of the Body Corporate. A meeting of the council at which a quorum is present shall be competent to exercise all or any of its authorities, functions or powers.

5. (a) The council shall consist of not less than three and not more than five proprietors and shall be elected at each annual general meeting: Provided that for twelve months from the date of registration of the Buildings Units Plan, Taylor Sneyd Pty Ltd while it remains a proprietor of any unit, shall be entitled to nominate four members of the council;
- (b) The nominees of Taylor Sneyd Pty Ltd shall be appointed to the Council and may only be removed from the Council by written notice from Taylor Sneyd Pty Ltd;
- (c) The first Council shall consist of four nominees of Taylor Sneyd Pty Ltd and the first purchase to effect settlement of the purchase of a unit with Taylor Sneyd Pty Ltd and who notifies the Council in writing that he wishes to become a member of the Council, shall become a member of the Council.

5A A member of the Council shall be either a proprietor or the nominee of a proprietor which is a Body Corporate or the nominee of a Mortgagee of any unit.

6. Except where the council consists of all the proprietors, the body corporate may by resolution at an extraordinary general meeting remove any member of the council before the expiration of his term of office and appoint another proprietor in his place to hold office until the next annual general meeting. Provided that Taylor Sneyd Pty Ltd or the nominee of Taylor Sneyd Pty Ltd on the Council may not be removed from the Council other than by Taylor Sneyd Pty Ltd whole holding office in accordance with By-law 5 hereof.
7. Any casual vacancy on the council may be filled by the remaining members of the council.
8. Except where there is only one proprietor, a quorum of the council shall be two, where the council consists of four or less members; three, where it consists of five or six members; and four, where it consists of seven members. For the purposes of a quorum of the Council a member of the Council may be present personally or by proxy. Where the same person is a proxy for more than one member of the Council each of those members shall be deemed to be present.
9. The continuing members of the council may act notwithstanding any vacancy therein, but if and so long as their number is reduced below the number fixed by or pursuant to these by-laws as the necessary quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or of convening a general meeting of the body corporate, but for no other purpose.
10. At the commencement of each meeting the council shall elect a chairman for the meeting, who shall have a casting as well as an original vote, and if any chairman so elected shall vacate the chair during the course of a meeting the council shall choose in his stead another chairman who shall have the same rights of voting. In the event of a deadlock in the voting for the position of chairman, the election of chairman shall be determined by lot.
11. At meeting of the council all matters shall be determined by simple majority vote.
12. The council may -
 - (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit: Provided that it shall meet when any member of the council gives to the other members not less than seven days' notice of a meeting proposed by him, specifying the reason for calling such meeting;
 - (b) employ for and on behalf of the body corporate such agents and servants as it thinks fit in connection with the control, management and administration of the common property, and the exercise and performance of the powers and duties of the body corporate;
 - (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegations.
- 12A A member of the Council may appoint a proxy to attend and vote at meetings of the Council on his behalf. An instrument appointing a proxy shall be in writing under the hand of the appointor or his Attorney and may be either general or for a particular meeting and may specify the manner in which and the purpose for which the proxy shall vote. A proxy need not be a proprietor.
13. The council shall -
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause a record to be kept of unanimous resolutions;
 - (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which such receipt and expenditure take place;
 - (e) prepare proper accounts relating to all assets and liabilities of the body corporate, and the income and expenditure thereof, for each annual general meeting;
 - (f) on application of a proprietor or registered mortgagee, or any person authorised in writing by a proprietor or registered mortgagee, make the minutes of general meeting, records of unanimous resolutions, books of account and records relating to books of account available for inspection at such date, time and place as

may be mutually agreed upon between the council and the applicant and failing agreement at the parcel on a date within seven days after receipt of the application and at a time between the hours of nine o'clock in the morning and eight o'clock in the evening of which date and time at least two days' notice shall be given to the applicant by the council.

14. All acts done in good faith by the council shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council be as valid as if such member had been duly appointed or had duly continued in office.
15. **General meetings.** A general meeting of proprietors shall be held within three months after registration of the building units plan.
16. A general meeting of the body corporate to be called the "annual general meeting" shall in addition to any other meeting be held at least once in every calendar year and not more than fifteen months after the holding of the last preceding annual general meeting, but so long as the body corporate holds its first annual general meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year.
17. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
18. The council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to 25% of the total unit entitlement of the units (or the nominees of such proprietors, or the Mortgagees or the nominees of the Mortgagees of such units, or all or any of them) convene an extraordinary general meeting.

If the Council does not within twenty-one days after the date of the making of the requisition proceed to convene an extraordinary general meeting the requisitionists, or any of them representing more than one-half of the total unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene a meeting, but any meeting so convened shall not be held after the expiration of three months from that date.

19. Subject to the provisions of the By-laws relating to special resolutions seven days' notice of every general meeting specifying the place, the date and hour of meeting and in case of special business the general nature of such business shall be given to all proprietors and registered first mortgagees who have notified their interests to the body corporate but accidental omission to give such notice to any proprietor or to any registered first mortgagee or non-receipt of such notice by any proprietor or by any registered first mortgagee shall not invalidate any proceedings at any such meeting.
20. **Proceedings at general meetings.** All business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
21. Save as in these by-laws, otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One half of the persons entitled to vote present in person or by proxy shall constitute a quorum.
22. If within one-half hour from the time appointed for a general meeting a quorum is not present the meeting, if convened upon requisition or by requisitionists shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting the persons entitled to vote present shall be a quorum.
23. The chairman of a general meeting may with the consent of the meeting adjourn any general meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
24. At the commencement of a general meeting, a chairman of the meeting shall be elected and in the case of a deadlock in the election of chairman the position shall be determined by lot.
25. It shall not be necessary at any general meeting to pass resolutions by more than a simple majority vote except where it is otherwise required by or under the Act or the by-laws.
26. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy. Unless a poll be so demanded a declaration by the

chairman that a resolution has on the show of hands been carried shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.

27. A poll if demanded shall be taken either immediately or at the conclusion of any other business and in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which poll was demanded.
28. In the case of equality in the votes whether on a show of hands or on a poll the chairman of the meeting shall be entitled to a casting vote in addition to his original vote.
29. **Votes of proprietors.** On a show of hands each proprietor shall have one vote in respect of each unit owned by him, subject however to the provisions of Sections 26 of "The Building Units Titles Act of 1965 - 1972" and By-laws 33, 34 and 35 of these By-laws; on a poll the votes of proprietors shall correspond with the unit entitlement of their respective units.
30. On a show of hands or on a poll votes may be given either personally or by proxy.
31. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting and may specify the manner in which and the purpose for which the proxy shall vote. A proxy need not be a proprietor.
32. Except in cases where by or under the Act a unanimous resolution is required, no proprietor shall be entitled to vote at any general meeting unless all contributions payable in respect of his unit have been duly paid.
33. Co-proprietors may vote by proxy jointly appointed by them, and in the absence of such proxy shall not be entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act; but any one co-proprietor may demand a poll. On any poll each co-proprietor shall be entitled to such part of the vote applicable to a unit as is proportionate to his interest in the unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the unit of such of the joint proprietors as do not vote personally or by individual proxy.
34. Where proprietors are entitled to successive interest in a unit, the proprietor entitled to the first interest shall alone be entitled to vote, whether on a show of hands or a poll; and this by-law shall be applicable whether by the Act the unanimous resolution of proprietors is required or not.
35. Where a proprietor is a trustee he shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust, and such person shall not vote.
36. **Common Seal.** The body corporate shall have a common seal which shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least two members thereof, who shall sign every instrument to which the seal is affixed: Provided that where there is only one member of the body corporate his signature shall be sufficient for the purpose of this clause.

The council shall make provision for the safe custody of the common seal.
37. **Amendment of by-laws.** The by-laws in the Second Schedule to the Act may be amended by special resolution of the body corporate, and not otherwise.
38. **Special resolution.** A special resolution means a resolution passed at a general meeting of which at least fourteen days' notice specifying the proposed special resolution has been given by a majority of not less than three-fourths of the total unit entitlement of the units, and not less than three-fourths of all members provided that where all the persons entitled to receive Notice of a general meeting so agree, a resolution may be passed as a special resolution upon less than fourteen days' notice, or without notice.
39. In these by-laws, the "Act" shall mean "*The Building Units Titles Act of 1965*".
40. Every proprietor or registered first mortgagee shall give to the body corporate a notice in writing specifying an address within the Commonwealth of Australia for giving of notices to him.

- 41. A notice may be given by the body corporate to any proprietor or registered first mortgagee either personally or by sending it by certified mail service to the address, if any, supplied by him to the body corporate for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting on the day after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post.

SECOND SCHEDULE

- 1. A proprietor shall not -
 - (a) Use his unit for any purpose which may be illegal or injurious to the reputation of the building;
 - (b) Make undue noise in or about any unit or common property.
- 2. A proprietor shall not keep any animals on his unit or the common property after notice in that behalf from the council.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

NO APPLICABLE

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

NOT APPLICABLE



QUEENSLAND
GOVERNMENT

Department of
Transport and Main Roads

Our ref 495/00190
Your ref
Enquiries Renae Heinemann

19 February 2013

Registrar of Titles
Brisbane Titles Office
Level 11, 53 Albert Street
Brisbane Qld 4000

Dear Madam

Dealing 714895640 - Form 14 Request to Record New CMS

I refer to the above requisitioned dealing and request that it be withdrawn and re-entered to follow the attached dealing, SP222668.

I note that the accompanying Form 14 Resumption and Form 14 Road Dedication will be required to follow registration of dealing 714895640 (New CMS).

Please contact Renae Heinemann on 3066 8719 if you require further information or have any queries.

Yours sincerely

A handwritten signature in black ink, appearing to read 'P. Murphy'.

Paul D Murphy

pld **A/Director (Property Acquisitions and Disposals)**

Department of Transport and Main Roads
Property Acquisitions and Disposals
Floor 4, 477 Boundary Street
Spring Hill Qld 4000
GPO Box 1412, Brisbane Qld 4001

Telephone 07 306 68719
Facsimile 07 306 62023
Website www.tmr.qld.gov.au
Email renae.z.heinemann@tmr.qld.gov.au
ABN 39 407 690 291

cityofgoldcoast.com.au/rates
(07) 5667 5995 or 1300 366 659

Notice number
2 1002924 5

Date of Issue
21 July 2025



166398/X11/156225 D-041
M Heunes
UNIT 12 / 5 Brisbane Rd
BIGGERA WATERS QLD 4216

Current rating period:
1 July 2025 to 31 December 2025

\$1,105.79

(see back for payment options)

By Direct Debit on:
21 August 2025

Total amount payable after due date:
\$1,170.69

(interest penalty applies after due date)

UNIT 12, 5 Brisbane Road, BIGGERA WATERS QLD 4216

Lot 12 BUP3853

(Payments received after 4 July 2025 may not be included on this notice)

State Government and associated charges	<i>(see rate assessment page for details)</i>	\$126.80
Council rates and charges	<i>(see rate assessment page for details)</i>	\$1,043.89
Less 10% Council discount on GENERAL RATE if full payment received by the due date		\$64.90CR
Amount payable if paid by: 21 August 2025		\$1,105.79

To view your rating category statement and other rate notice inserts online, visit cityofgoldcoast.com.au/inserts

To make a **voluntary** contribution towards the acquisition and enhancement of the City's koala habitat, please use the BPAY® details on the reverse.

From 1 January 2026, a \$2.50 fee applies to mailed rates and water notices. Council Pensioner rebate holders are exempt. We encourage you to switch to My Account for electronic notices to support environmental sustainability.



L1 562 25

Emailed

AUTOMATIC PAYMENT (DIRECT DEBIT)

REFERENCE NUMBER: 2 1002924 5

As arranged, Council will seek and AUTOMATIC DEDUCTION of the amount required to be paid from your nominated bank account on the due date printed below. Should there be insufficient funds available on that date, discount will not be allowed.

DATE TO BE DEBITED	AMOUNT TO BE DEBITED FROM YOUR ACCOUNT
21 August 2025	\$1,105.79

Please Call 1300 366 659:
- If you are selling your property
- If you wish to discuss any aspect of the Direct Debit arrangement

1 of 6 **1ST.** Water and Sewerage Rate Notice

Notice Number
B 1002924 1

Date of Issue
10 November 2025



1870010067000701 0041
M HELMES
UNIT 12 / 5 BRISBANE RD
BIGGERA WATERS QLD 4216

Gold Coast City Council 075 346 7000
Page 1

Cityofgoldcoast.com.au/water
(07) 5567 5995 or 1300 396 659

Current Billing Period:
3 August 2025 to 29 October 2025

\$1,382.97CR

To make payment
Cityofgoldcoast.com.au/rates

UNIT 12, 5 BRISBANE ROAD, BIGGERA WATERS

L 12 BRP3853

(Payments received after 2 November 2025 may not be included in this notice)

Opening Balance \$1,734.12CR

Water and sewerage charges \$351.15
(Includes State Bulk Water Price) *(see account page for details)*

Balance: 11 December 2025 \$1,382.97CR

My Account is the secure and convenient way to manage your City services online. Sign up for My Account to check your rates and water notices, view your account balances online, and change your contact details and address. Also, to make it easier to manage your payments, eligible property owners can apply for extra time to pay rates and water bills. For more information visit Cityofgoldcoast.com.au/myaccount



Customer

City

Account Number

Created

CITY OF **GOLDCOAST.**

In Person / Mail Payment Advice

Name: M HELMES
Ref: B 1002924 1

4000 081 00292411

Credit



Total amount payable
Due by: 11 December 2025



Bill Date: 08/11/25
Ref: B 1002924 1



Post Bipop

Form fields for name, address, and contact information.

Payment Not Required

For Credit:
Gold Coast City Council

For Cash: 4000 081 00292411

\$