



SELLER DISCLOSURE REPORT

Property :

152/30 Watson Esplanade, Surfers Paradise Qld 4217

Prepared by Zappulla Trikam & Partners on :

7 December 2025

<https://www.ztplegal.com.au/>

Phone: (07) 3354 2500



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 Mark Anthony Forster

Property address 152/30 Watson Esplanade, Surfers Paradise QLD 4217

(referred to as the “property” in this statement)

Lot on plan description Lot 59 on BUP 295

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 *Land Title Act 1994* showing interests registered under that Act for the property. **Yes**

A copy of the plan of survey registered for the property. **Yes**

<p>Registered encumbrances</p>	<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>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" 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> <ul style="list-style-type: none"> » the start and end day of the term of the lease: 18/4/2025 to 20/4/2026 » the amount of rent and bond payable: \$980.00 per week rent, \$3,920.00 bond » whether the lease has an option to renew: See attached Tenancy Agreement <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>
<p>Statutory encumbrances</p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>The existence of any statutory easement or encumbrances or rights for water, sewerage, drainage, electricity or any other utilities which in any way affects the land whether such encumbrance is registered, unregistered or resulting from any other statute. See attached Develo Report and Community Management Statement.</p>
<p>Residential tenancy or rooming accommodation agreement</p>	<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> 18/04/2025</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> : Centre, Open Space		
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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>		
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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" 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. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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 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. <i>(If Yes, complete the information below)</i></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	
<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>		
<p>Building Units and Group Titles Act 1980</p>	<p>The property is included in a BUGTA scheme <i>(If Yes, complete the information below)</i></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

DocuSigned by:

MARK ANTHONY FORSTER

1B492CF725404D9...

Signature of seller

Signature of seller

Mark Anthony Forster

Name of seller

Name of seller

08-12-2025 | 11:00 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

SEARCHES



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	14194211	Search Date:	27/11/2025 10:43
Date Title Created:	26/07/1968	Request No:	54259023
Previous Title:	13385222, 13385223, 13621237		

ESTATE AND LAND

Estate in Fee Simple

LOT 59 BUILDING UNIT PLAN 295

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 14765

REGISTERED OWNER

Dealing No: 722469866 12/05/2023

MARK ANTHONY FORSTER

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Conveyance No. 601153685 (D613101) (POR 180)
2. MORTGAGE No 723070334 16/02/2024 at 13:10
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 **

PANORAMA TOWER

SHEET No. 1 of 21 SHEETS

Regulation 5 (a)

Revised 1 to Sheet 1 made 26-7-1968

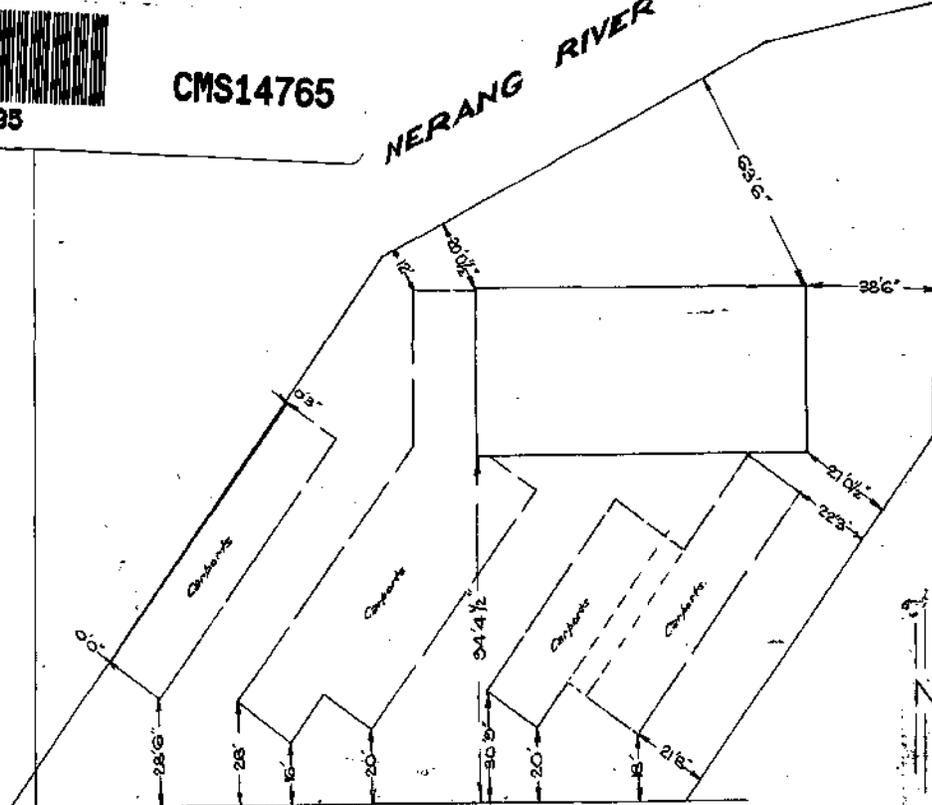
BUILDING UNITS PLAN No. 295



BUP295

CMS14765

NERANG RIVER



Scale: - 50 Links to an inch

WATSON ESPLANADE

SIGNATURE OF REGISTERED PROPRIETOR.

GIVEN under the COMMON SEAL of GREENSON HOUSE (QUEENSLAND) PTY. LTD. by authority of the Board of Directors in the presence of BENJAMIN MORRIS GREEN the Chairman of Directors who certifies he is the correct person to sign this plan.



NAME OF REGISTERED PROPRIETOR. GREENSON HOUSE (QUEENSLAND) PTY. LTD.

ADDRESS: 3070 Gold Coast Highway, Surfers Paradise.

COUNTY: WARD

PARISH: GILSTON

CITY: GOLD COAST

REG. OF TITLES RECEIVED

1968 JUL 15 PM 4:18

REGISTERED this 19th day of July 1968.

Handwritten signature

REGISTRAR OF TITLES

REFERENCE TO TITLE VOLUME 3385, 3021 FOLIO 222 and 223,

lots 147, 148 on RP 05998 and lot 195 on RP 96981

DESCRIPTION OF PARCEL: SUBS. 147, 148 & 195 OF RP 180

NAME OF BODY CORPORATE ADDRESS AT WHICH DOCUMENTS MAY BE SERVED

The Proprietors, Panorama Tower Building Units Plan No. 295 3070 Gold Coast Highway, Surfers Paradise.

Gold Coast Unit Management Services, P.O. Box 380 Southport, QLD 4215

GOLD COAST CITY COUNCIL

D61310

REG. OF TITLES RECEIVED

1968 JUL 8 PM 2:4

Handwritten numbers and text: 5465, 495.80, 495.80

WITHDRAWN 16-7-68

OFFICE REFERENCE ONLY

Handwritten notes and stamps at the bottom of the page.

Catalogued & charted on R.P. 95998, 96981 & T.M.G.C. Sh. 5 27th 30.7.68

ANNEXURE 17'S SHEET 1 OF BUILDING UNITS PLAN No 295

Moupin

REGISTRAR OF TITLES

No. DG1200 LEASE OF PART OF THE GROUND FLOOR AND TO A DEPTH OF 5 FEET BEHIND THE GROUND FLOOR OF THE BUILDING OF THE COMMON PROPERTY PRODUCED 16 JULY 1968 REGISTERED 18 JULY 1968

Corrected 21.5.87

to a term of twenty-one years commencing 1st Apr 1968

TO THE SURVEYOR GENERAL AUTHORITY OF QUEENSLAND

Moupin

REGISTRAR OF TITLES

REGISTRAR OF TITLES

REGISTRAR OF TITLES

No. D618 Extension of By Laws - First Schedule - Recorded this 13th day of August 1968

It is notified that Sheet 1 on this Building Unit's Plan has been resubdivided by Building Unit's Plan of resubdivision No. 900 registered this 30th day of April, 1973.

No. K196033X

NOTIFICATION OF CHANGE OF BY LAWS RECORDED 8 MAR 1980

REGISTRAR OF TITLES

No. K799496P

NOTIFICATION OF CHANGE OF ADDRESS FOR SERVICE OF NOTICES RECORDED 14 OCT 1991

REGISTRAR OF TITLES

No. 700226763

NOTIFICATION OF CHANGE OF BY LAWS RECORDED 30 SEP 1994

REGISTRAR OF TITLES

It is notified that Lots 56 and 57 on this Building Unit's Plan have been amalgamated by Building Unit's Plan of Amalgamation No. 105557 this 23 APR 1997

REGISTRAR OF TITLES



BUILDING UNITS PLAN No. 295

I, Paavo Ilmari Karhula, of Southport, Authorised Surveyor under the "Land Surveyors' Acts 1908 to 1916," 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*

DATED THIS 13TH DAY OF MAY, 1968

GOLD COAST CITY COUNCIL

arrangee
Town Clerk

PK
Authorised Surveyor

Building Units Plan No. 295

Council certifies that the proposed subdivision of the parcel, as illustrated in the Building Units Plan, has been approved by the Council of the ^{City of Gold Coast} Council, and that all requirements of "The Local Government Acts, 1936 to 1964" * "~~The City of Brisbane Acts, 1924 to 1960,~~" have been complied with in regard to the subdivision.

* *Cross out whichever is inapplicable.*

(SEAL)

Gold Coast City Council

[Signature]
MAYOR
[Signature]
TOWN CLERK

295

SCHEDULE OF UNIT ENTITLEMENT AND REFERENCE TO

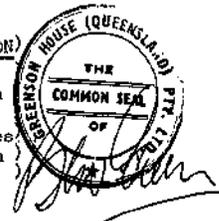
CURRENT CERTIFICATE OF TITLE

All amendments made to Lays 58, 457
 in accordance with existing Unit 6
 Plan of Resubdivision No. 1005377
 this Amendment on 10/05/37
 23 APR 1997

Unit No.	Level	Entitle-ment	Current C's.T. Vol.	C's.T. Pol.	Unit No.	Level	Entitle-ment	Current C's.T. Vol.	C's.T. Pol.
<i>See B.U.R. subdividing Lot 1</i>									
1	A	330	4194	158	31	I	231	4194	183
2	A	135	4194	154	32	I	171	4194	184
3	B	199	4194	155	33	I	171	4194	185
4	B	140	4194	156	34	I	231	4194	186
5	B	140	4194	157	35	J	235	4194	187
6	B	199	4194	158	36	J	175	4194	188
7	C	207	4194	159	37	J	175	4194	189
8	C	145	4194	160	38	J	235	4194	190
9	C	145	4194	161	39	K	239	4194	191
10	C	207	4194	162	40	K	179	4194	192
11	D	211	4194	163	41	K	179	4194	193
12	D	151	4194	164	42	K	239	4194	194
13	D	151	4194	165	43	L	243	4194	195
14	D	211	4194	166	44	L	183	4194	196
15	E	215	4194	167	45	L	183	4194	197
16	E	155	4194	168	46	L	243	4194	198
17	E	155	4194	169	47	M	247	4194	199
18	E	215	4194	170	48	M	187	4194	200
19	F	219	4194	171	49	M	187	4194	201
20	F	159	4194	172	50	M	247	4194	202
21	F	159	4194	173	51	N	251	4194	203
22	F	219	4194	174	52	N	382	4194	204
23	G	223	4194	175	53	N	251	4194	205
24	G	163	4194	176	54	O	253	4194	206
25	G	163	4194	177	55	O	195	4194	207
26	G	223	4194	178	56	O	195	4194	208
27	H	227	4194	179	57	O	253	4194	209
28	H	167	4194	180	58	P	500	4194	210
29	H	167	4194	181	59	P	350	4194	211
30	H	227	4194	182	60	O	448		
Total Aggregate Unit Entitlement						12,437			

Signature of Registered Proprietor:

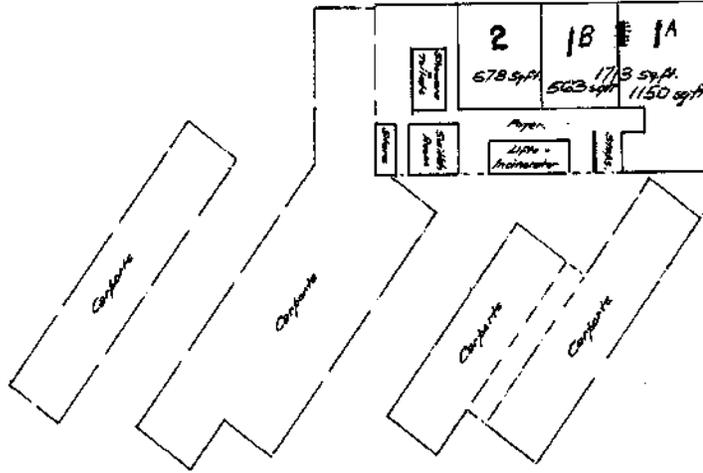
GIVEN under the Common Seal of GREENSON HOUSE (QUEENSLAND) PTY. LTD. by authority of the Board of Directors in the presence of BENJAMIN MORRIS GREEN the Chairman of Directors who certifies he is the correct person to affix such Seal.



GOLD COAST CITY COUNCIL

arranged
Town Clerk

Regulation 15
BUILDING UNITS PLAN No. 295
LEVEL A




 I hereby certify that the above plan is a true and correct copy of the original plan as submitted to me for registration and that it complies with the provisions of the Building Act, 1957, and the Building Regulations, 1957.
 Registered Engineer
 Gold Coast City Council

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR
 GIVEN under the COMMON SEAL
 OF GREENSON HOUSE (QUEENSLAND)
 PTY. LTD. by authority of the
 Board of Directors in the
 presence of BENJAMIN MORRIS
 GREEN Chairman of Directors
 who certifies he is the correct
 person to affix such Seal.



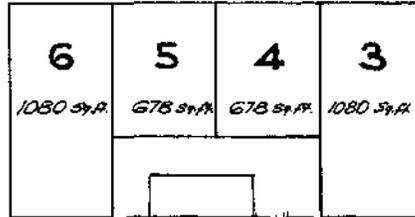

 BENJAMIN MORRIS
 CHAIRMAN OF DIRECTORS

GOLD COAST CITY COUNCIL

Regulation 15

BUILDING UNITS PLAN No. 295

LEVEL B



Scale 40 Links to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR.

GIVEN under the COMMON SEAL)
 of GREENSON HOUSE
 (QUEENSLAND) PTY. LTD. by
 authority of the Board of
 Directors in the presence
 of BENJAMIN MORRIS GREEN
 the Chairman of Directors
 who certifies he is the
 correct person to affix
 such Seal.

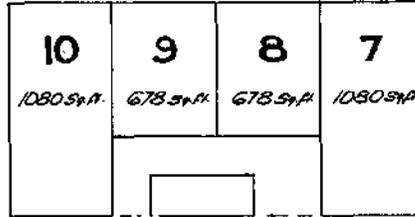


Allday
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

Regulation 15

BUILDING UNITS PLAN No. 295
LEVEL C

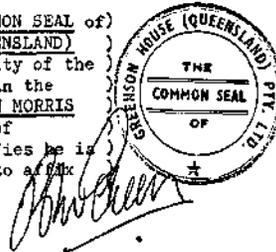


Scale 40 Links to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR.

GIVEN under the COMMON SEAL of)
GREENSON HOUSE (QUEENSLAND)
PTY. LTD. by authority of the
 Board of Directors in the
 presence of BENJAMIN MORRIS
GREEN the Chairman of
 Directors who certifies he is
 the correct person to affix
 such Seal.



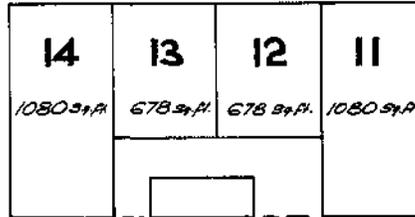
Alfred [Signature]
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

Regulation 15

BUILDING UNITS PLAN No.295

LEVEL D



Scale 40 Units to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR.

GIVEN under the COMMON SEAL of
GREENSON HOUSE (QUEENSLAND) PTY.
 LTD. by authority of the Board
 of Directors in the presence of
BENJAMIN MORRIS GREEN the
 Chairman of Directors who
 certifies he is the correct person
 to affix such Seal.

Ben Green



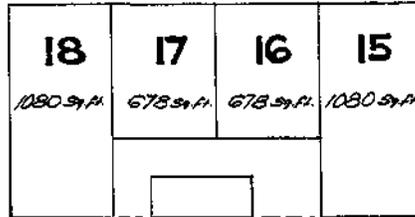
Alleguel
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

Regulation 15

BUILDING UNITS PLAN No. 295

LEVEL E

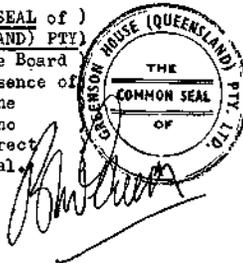


Scale 40 Links to an inch

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 GREENSON HOUSE (QUEENSLAND) PTY.
 LTD. by authority of the Board
 of Directors in the presence of
 BENJAMIN MORRIS GREEN the
 Chairman of Directors who
 certifies he is the correct
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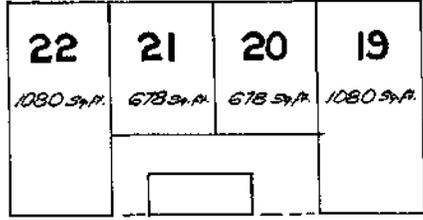


Benjamin Morris Green
 CHAIRMAN OF DIRECTORS

COLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No. 295¹ Regulation 15

LEVEL F

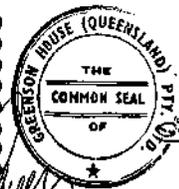


Scale 40 Links to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR.

GIVEN under the COMMON SEAL of)
 GREENSON HOUSE (QUEENSLAND) PTY.)
 LTD. by authority of the Board)
 of Directors in the presence of)
 BENJAMIN MORRIS GREEN the)
 Chairman of Directors who)
 certifies he is the correct)
 person to affix such Seal)

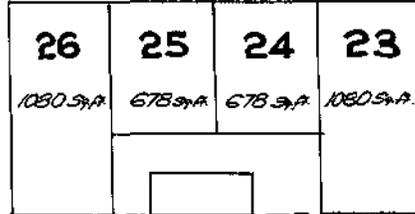


De laugrell
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No. 295

LEVEL G



Scale *40 Links to an inch.*

Floor Areas are approximate only.

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 Chairman of Directors who)
 certifies he is the correct)
 person to affix such Seal)



Quangail
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No 295

LEVEL H

30 <i>1080 S.F.</i>	29 <i>678 S.F.</i>	28 <i>678 S.F.</i>	27 <i>1080 S.F.</i>
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Scale *40 Links to an inch*

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Benjamin Morris Green

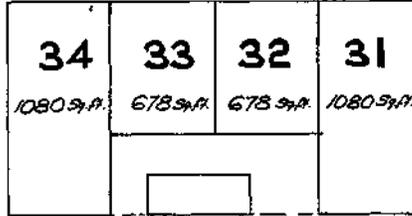
Alan Rossell
 CHIEF OF TOWN CLERK.

GOLD COAST CITY COUNCIL

Regulation 15

BUILDING UNITS PLAN No. 295

LEVEL I



Scale *40 Links to an inch*

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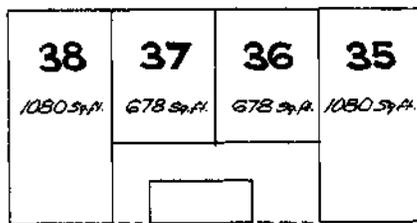


Alan Powell
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No. 295

LEVEL J

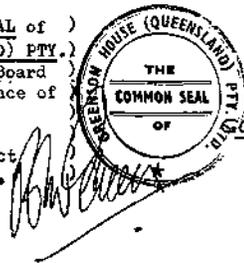


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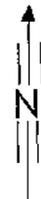
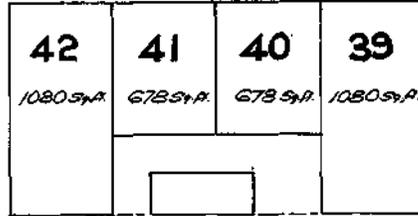


Alan Gould
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No. 295

LEVEL K

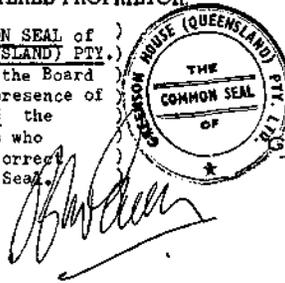


Scale 40 Links to an inch.

Floor Areas are approximate only.

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 certifies he is the correct
 person to affix such Seal.



Alan G. ...
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

Regulation 15

BUILDING UNITS PLAN No. 295

LEVEL L

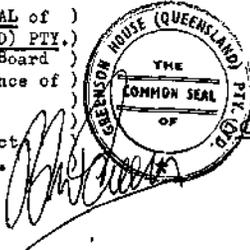


Scale 40 Links to an inch

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SIGNATURE OF REGISTERED PROPRIETOR.

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 GREENSON HOUSE (QUEENSLAND) PTY.)
 LTD. by authority of the Board)
 of Directors in the presence of)
 BENJAMIN MORRIS GREEN the)
 Chairman of Directors who)
 certifies he is the correct)
 person to affix such Seal.



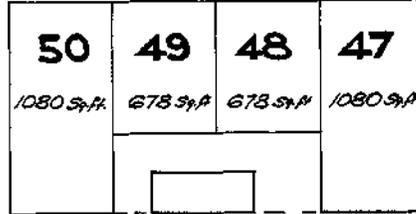
Allan Gould
 CHIEF OR TOWN CLERK.

OLD COAST CITY COUNCIL.

Regulation 15

BUILDING UNITS PLAN No. 295

LEVEL M

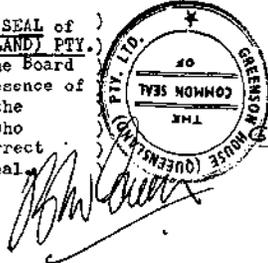


Scale 40 Links to an inch

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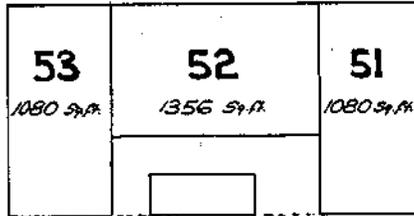


arrangeell
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No. 295

LEVEL N



Scale 40 Links to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR (QUEENSLAND)
 GIVEN under the Common Seal of)
 GREENSON HOUSE (QUEENSLAND) PTY.)
 LTD. by authority of the Board)
 of Directors in the presence of)
 BENJAMIN MORRIS GREEN the)
 Chairman of Directors who)
 certifies he is the correct)
 person to affix such Seal.)



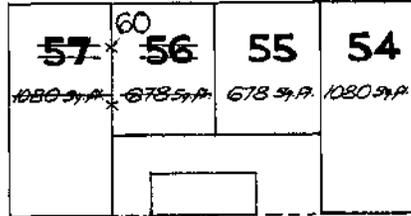
Alan Russell
 TOWN CLERK.

GOLD COAST CITY COUNCIL

BUILDING UNITS PLAN No. 295

LEVEL 

Amendments made to Lots 57, 56, 55, 54 in accordance with Variation Unit 1 of Plan of Subdivision No. 108307-7 this City Council
23 APR 1987 



Scale 40 Links to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR

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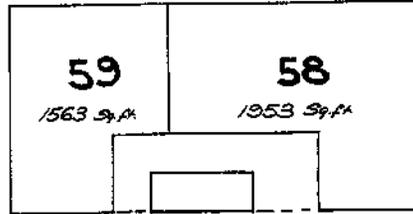



SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No. 295

LEVEL P



Scale 40 Links to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR (QUEENSLAND)

GIVEN under the Common Seal of
 GREENSON HOUSE (QUEENSLAND) PTY.
 LTD. by authority of the Board
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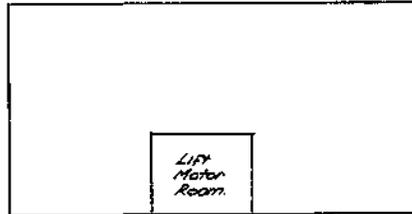


arrangeall
 SENIOR TOWN CLERK

GOLD COAST CITY COUNCIL.

BUILDING UNITS PLAN No. 295

LEVEL Q.



Scale 40 Links to an inch

Floor Areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR

GIVEN under the COMMON SEAL of)
 GREENSON HOUSE (QUEENSLAND) PTY.)
 LTD, by authority of the Board)
 of Directors in the presence of)
 BENJAMIN MORRIS GREEN the
 Chairman of Directors who
 certifies he is the correct
 person to affix such Seal.

A handwritten signature in dark ink, appearing to read "Benjamin Morris Green".



allargorell
 SHIRE OR TOWN CLERK.

GOLD COAST CITY COUNCIL.

UNITED DOMINIONS CORPORATION (AUSTRALIA) LIMITED

(Incorporated in Victoria)



UNITED DOMINIONS HOUSE
133 WICKHAM STREET, FORTITUDE VALLEY, QUEENSLAND, 4006

Cables and Telegrams:
Fonquithas, Brisbane.
Telephone: 51 1771

P.O. Box 23,
Fortitude Valley,
Queensland, 4006

295

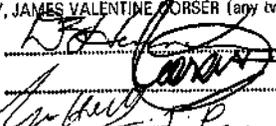
TO:

The Registrar of Titles,
Titles Office,
Adelaide & Edward Streets,
BRISBANE, Q'LD.

UNITED DOMINIONS CORPORATION (AUSTRALIA) LIMITED as
Mortgagee under Bill of Mortgage D443110 HEREBY CONSENTS
to Building Units Plan No. 295.

DATED this 12th day of July, 1968.

UNITED DOMINIONS CORPORATION (AUSTRALIA)
LIMITED, by its duly constituted Attorneys, BRIAN
EDWARD MURRAY JONES, DAVID BERNARD
HENNESSY, JAMES VALENTINE FORSER (any two).


A Justice of the Peace



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 972550

Date: 27/11/2025

Search Request reference: 180139221

Applicant details

Applicant: Chandra Trikam

ctrikam@ztplegal.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 59 on Plan BUP295 at Unit 152 30 Watson Esp, Surfers Paradise Qld 4217 has been processed.

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

Note:

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

Disclaimer:

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

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

Privacy Statement:

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

Property Fact Pack



u152/30 Watson Esplanade
Surfers Paradise QLD 4217

YOUR DIGITAL COPY



Zoning



Flood Risk



Coastal Flood Risk



Local Plans



Overland Flow Flood Risk



Flood Planning Risk



Easements



Flood History



State Flood Planning

At a glance

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



Easements



NO
CONSIDERATIONS
IDENTIFIED



Flood Risk



CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



CONSIDERATIONS
IDENTIFIED



Bushfire Risk



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

27th of November, 2025

ADDRESS

u152/30 WATSON
ESPLANADE

LOT PLAN

59/BUP295

COUNCIL

Gold Coast

ZONING

- Centre
- Open Space

UTILITIES

- Power
- Stormwater
- Water

SCHOOL CATCHMENTS

- Surfers Paradise SS
- Keebra Park SHS

CLOSEST CITY

Gold Coast - 0km

Zoning

What zone is my property?



Sources: City Of Gold Coast Council

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- Centre
- High Density Residential
- Open Space
- Unzoned

Easements

What access rights exist over the property?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- Easements

Flood Risk

Is the property in a potential flood area?



THINGS TO KNOW

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

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

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

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

PROPERTY DUE DILIGENCE REPORT | u152/30 WATSON ESPLANADE

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

Questions to ask

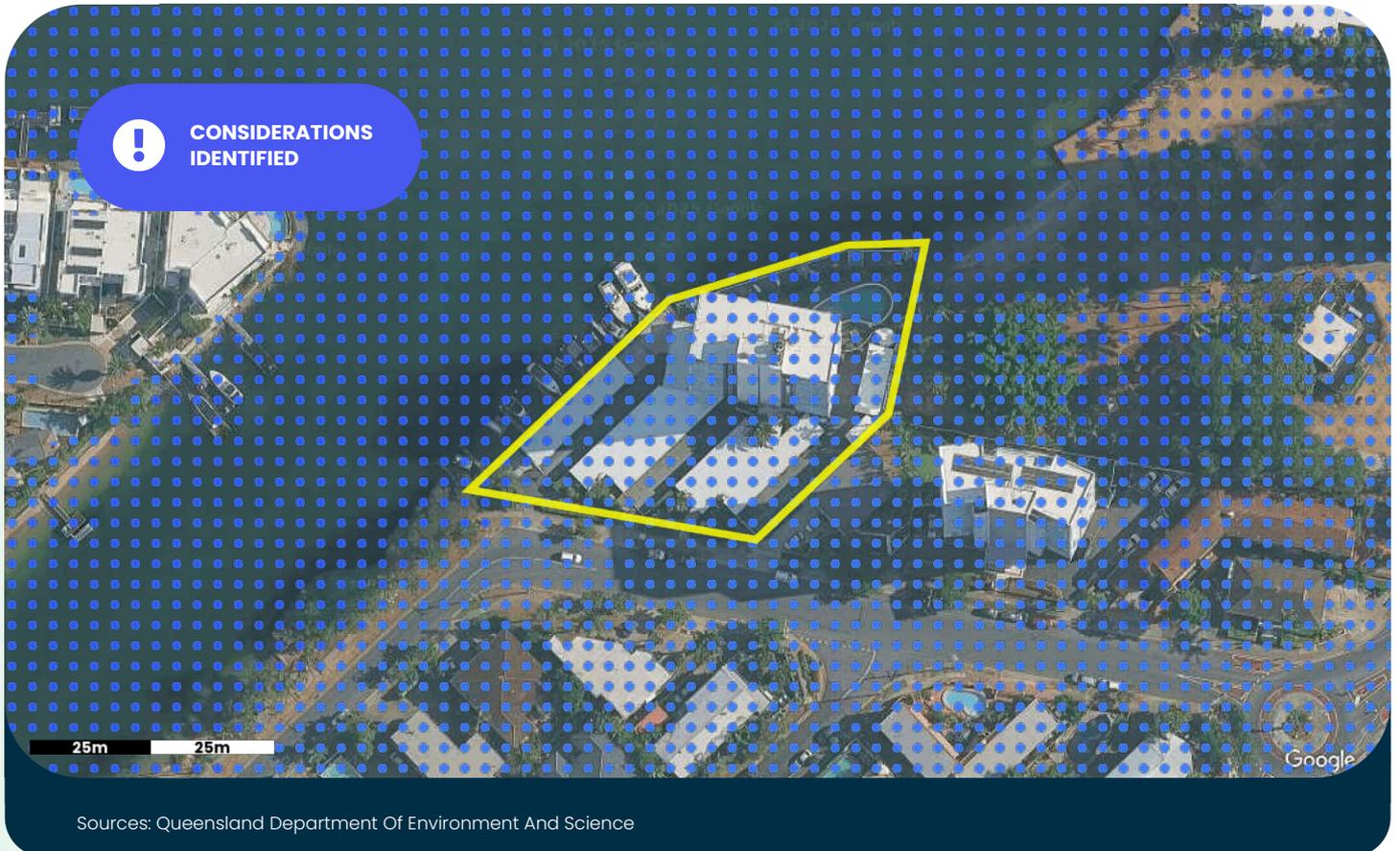
- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

 Selected Property

Coastal Flood Risk

Are there any coastal impacts that impact my property?



Sources: Queensland Department Of Environment And Science

THINGS TO KNOW

Coastal flooding may occur when high tides, storm surges, or severe weather events push seawater inland. Rising sea levels and coastal erosion, caused by waves, tides, and human activities like vegetation removal, can make previously safe areas more vulnerable to flooding.

Building in a potential coastal flood area often requires government approval and mitigation measures. These can include raising floor heights, using materials resistant to saltwater, and installing erosion control features such as seawalls, revetments, or dune restoration.

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

Note: Government coastal flood risk models provide general guidance but don't account for site-specific conditions or guarantee protection from flooding. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

Questions to ask

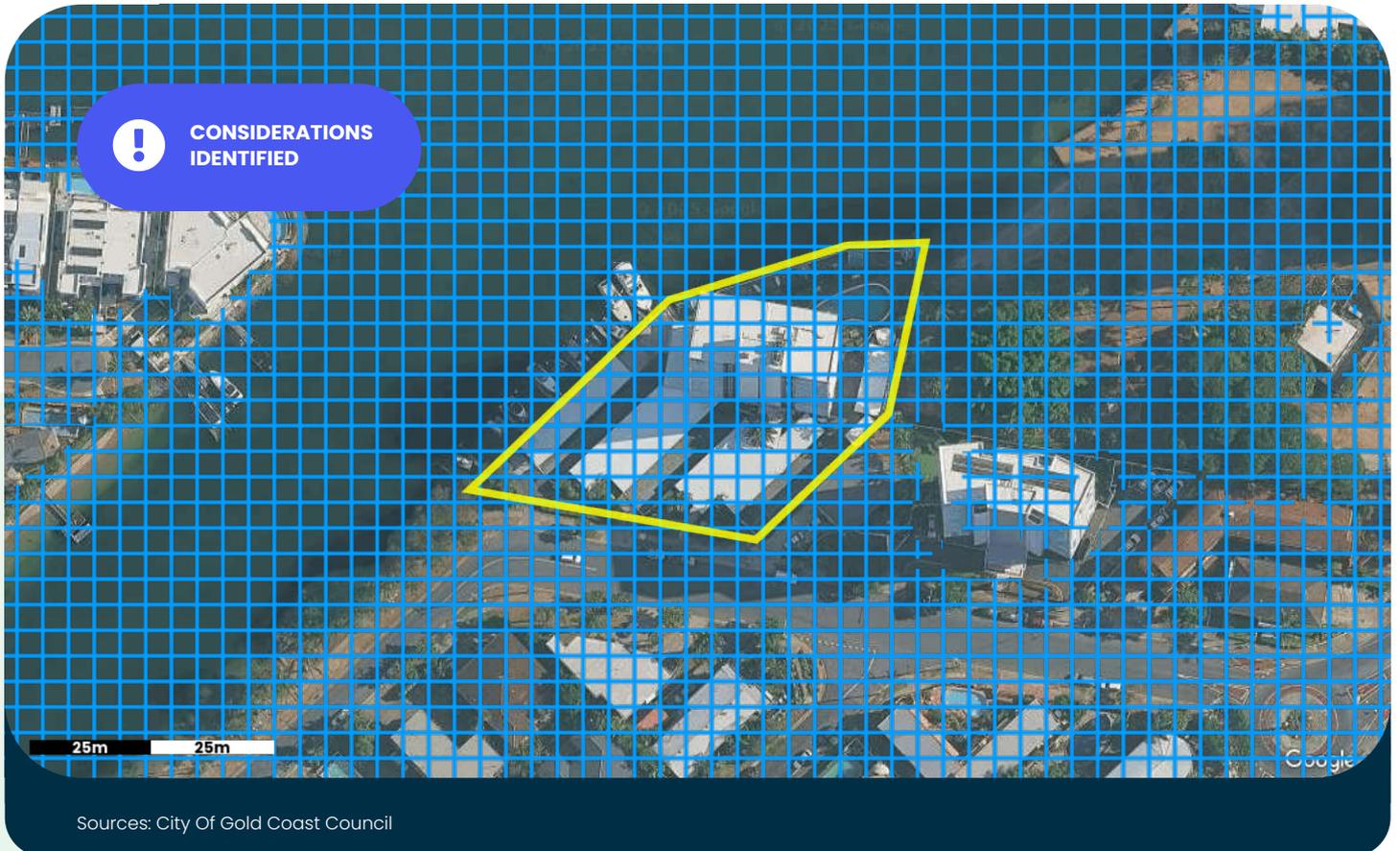
- What are the building restrictions in a coastal flood area?
- Can building designs reduce flood and erosion risks?
- How does coastal erosion impact your property, and what measures can help?

LEGEND

- Selected Property
- ⋮ High Possibility (State)
- ⋮ Moderate To Low Possibility (State)

Flood Planning Risk

What planning overlays impact development of this property?



Sources: City Of Gold Coast Council

THINGS TO KNOW

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- + Flood Assessment Area

Character

Is the property in a character or heritage area?



THINGS TO KNOW

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

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

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

Questions to ask

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

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: City Of Gold Coast Council

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- Natural Waterways
- Waterway And Wetland Buffer Area

Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

 Selected Property

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

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

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

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

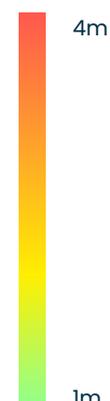
Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

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

LEGEND

- Selected Property
 - Property Est. Fall: ~1m
- Property High: ~2m
- Property Low: ~1m



Noise

Is the property in a potential noise area?



THINGS TO KNOW

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

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

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

Questions to ask

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

LEGEND

 Selected Property

Water

Are there any water pipes nearby?



Sources: City Of Gold Coast Council

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- Water Connection
- Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: City Of Gold Coast Council

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Sewer Connection
-  Sewer Maintenance Structure
-  Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: City Of Gold Coast Council

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- Stormwater Inlet Structure
- Stormwater Pipe

Power

Are there any power lines on or near the property?



Sources: Energex

THINGS TO KNOW

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

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

Questions to ask

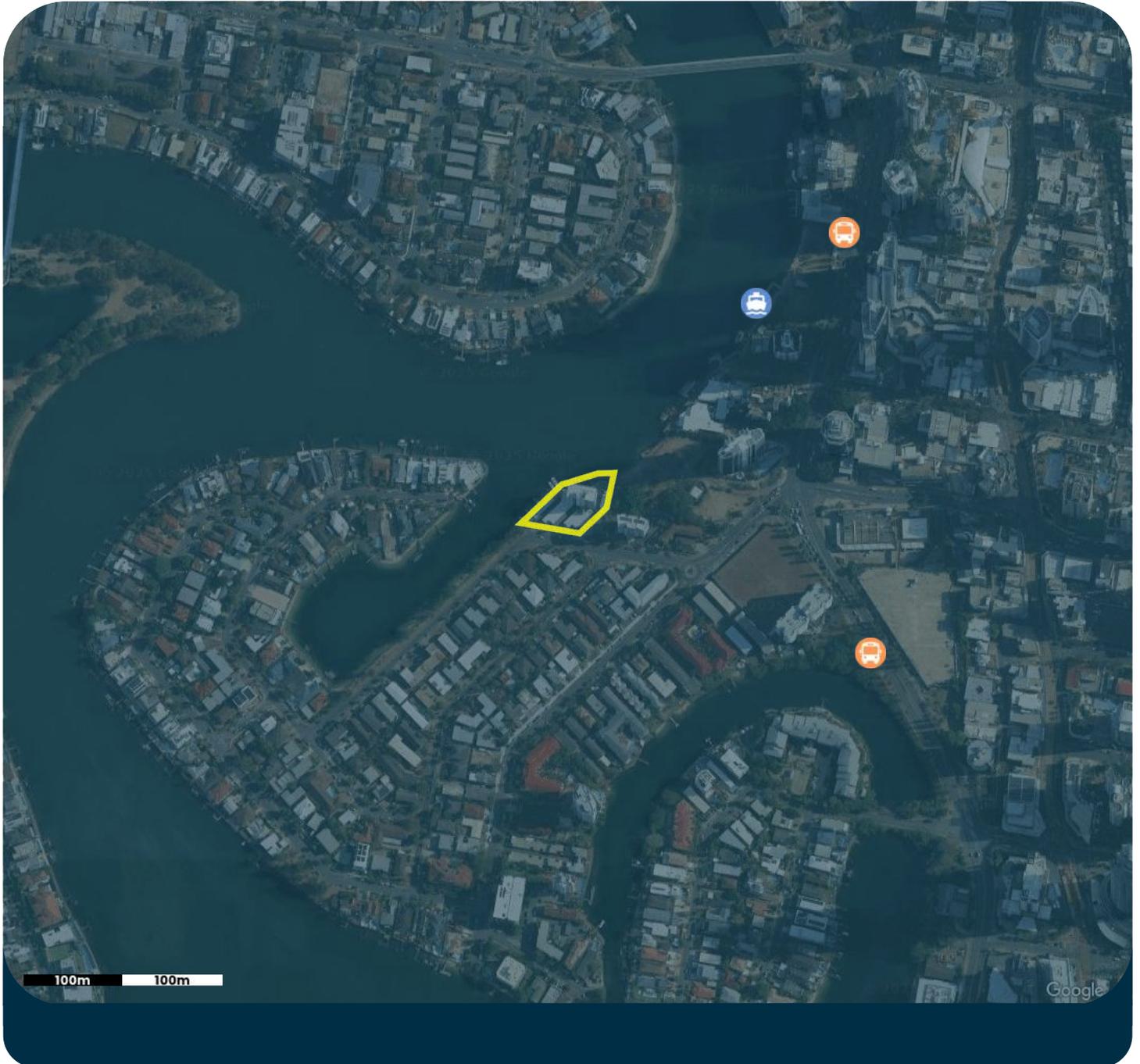
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

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

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Ferry Terminal

 Bus Stop

Boundary

View your property boundaries



LEGEND

 Selected Property

DISCLAIMER

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

Information displayed in this report may be derived from third-party data modelling, automated algorithms, and publicly available or licensed third-party datasets. All data is subject to change without notice and may not reflect recent developments, site-specific conditions, or council-approved amendments. Due to the limitations of digital mapping, imagery distortion, and third-party data dependencies, all spatial data, infrastructure locations, distances, and risk indicators are indicative only.

This report does not constitute legal, financial, planning, or building advice, and must not be relied upon as a substitute for independent professional advice. Readers should conduct their own enquiries and seek qualified advice from a solicitor, town planner, surveyor, certifier, or relevant authority before making decisions or relying on this information.

To the maximum extent permitted by law, Develo Pty Ltd disclaims all liability for any loss, damage, cost, or expense incurred by any person arising from any use or reliance on this report or the data contained within it, including but not limited to errors, omissions, or inaccuracies. No liability is accepted for decisions made on the basis of this report or its contents.

By accessing this report, you acknowledge and accept the above terms and assume full responsibility for verifying all information independently prior to undertaking any development, renovation, or transaction.

WHO ELSE COULD USE THIS REPORT

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

YOUR DIGITAL COPY

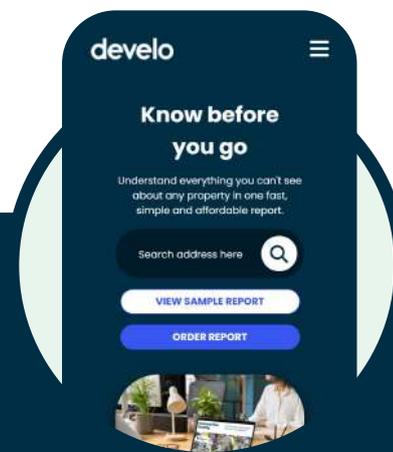


d45ed8

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develo.com.au

develo



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

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

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

Transaction ID: 51089779 EMR Site Id: 27 November 2025
Cheque Number:
Client Reference:

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

Lot: 59 Plan: BUP295
152/30 WATSON ESP
SURFERS PARADISE

EMR RESULT

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

CLR RESULT

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

ADDITIONAL ADVICE

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

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Cl. 7F

Gold Coast City Council

ABN 84 858 548 460

GOLD COAST.

Rate Notice

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

Notice number
2 1035245 6

Date of Issue
21 July 2025



166398/X11/128901 D-037
M A Forster
118 Wilgarning St
STAFFORD HEIGHTS QLD 4053

Current rating period:
1 July 2025 to 31 December 2025

\$2,039.88

(see back for payment options)

Due date for payment:

21 August 2025

Total amount payable after due date:

\$2,206.67

(interest penalty applies after due date)

UNIT 152, 30 Watson Esplanade, SURFERS PARADISE QLD 4217

Lot 59 BUP295

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

State Government and associated charges (see rate assessment page for details)	\$126.80
Council rates and charges (see rate assessment page for details)	\$2,079.87
Less 10% Council discount on GENERAL RATE if full payment received by the due date	\$166.79CR
Amount payable if paid by: 21 August 2025	\$2,039.88

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.

L128901

CITY OF **GOLD COAST.**

In Person / Mail Payment Advice

Name: M A Forster
Ref: 2 1035245 6

*419 210352456

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ADN 40 120 120 124



Biller Code: 575217
Ref: 2 1035245 6



Post
Billpay

Date
29/07/25

Cash
Cheques (see reverse)

Total Amount Payable
If paid by: **21 August 2025**

\$2,039.88

Total Amount Payable
If paid after: **21 August 2025**

\$2,206.67

Teller stamp
and initials

No. of
Cheques

For Credit
Gold Coast City Council

Tran Code: **831** User ID: **066684** Customer Reference No.: **000002103524565**

\$ **2039.88**

+757+

In accordance with the *Local Government Act 2009*, *Local Government Regulation 2012* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all rates and charges are due and payable within 31 days of the issue of the rate notice on which the rates or charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your rates

Pay using BPAY®



Billers Code: 575217
Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.

BPAY View Registration No: use the **Notice Number** located at the top left of page 1.

www.bpay.com.au

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay by phone

Call us on **1300 886 731** (or from outside Australia call **+61 7 5667 5995**) anytime to pay with MasterCard or Visa.

Payments by credit card will incur a surcharge. See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



Pay online

Visit **cityofgoldcoast.com.au/payments** and follow the links to pay with MasterCard or Visa.

Payments by credit card will incur a surcharge. See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



BPOINT in person

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only.

Payments will incur a transaction fee. See BPAY® option to avoid a City transaction fee.



Customer Service Centre in person

Payment options include:
Debit Card – *surcharge free*
MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours visit **cityofgoldcoast.com.au/contactus**

Manage and pay your rates with My Account

View, manage and make payments. Set up a payment plan or a direct debit. Register at **cityofgoldcoast.com.au/myaccount** for secure and convenient access to manage your rates and water accounts anytime.

How to contact us



cityofgoldcoast.com.au/rates



07 5667 5995 or **1300 366 659**

Monday to Friday 7am – 6pm
(or from outside Australia call **+61 7 5667 5995**)



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Voluntary koala contribution

NOTE: This BPAY® number is for voluntary contributions to the acquisition and enhancement of the City's koala habitat only.



Billers Code: 37424
Ref: Use Notice Number

NOT TO BE USED FOR RATE PAYMENTS

Telephone and Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: **www.bpay.com.au**

Details of cheque(s) etc, customer to complete.

Drawer	Bank or BSB	Branch	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>

Proceeds of cheques, etc. will not be available until cleared.

City of
GOLD COAST™

RATE ASSESSMENT

Notice Number 2 1035245 6

Current rating period 1 July 2025 to 31 December 2025

CHARGES CONSOLIDATED ON RATE NOTICE

UNIT 152, 30 Watson Esplanade, SURFERS PARADISE QLD 4217
Lot 59 BUP295

DETAILS OF STATE GOVERNMENT AND ASSOCIATED CHARGES

VOLUNTEER FIRE BRIGADE

Volunteer Fire Brigade Separate Charge	\$1.00
--	--------

EMERGENCY MANAGEMENT

RESIDENTIAL UNIT that is a lot 1 @ \$125.80	\$125.80
---	----------

TOTAL OF STATE GOVERNMENT AND ASSOCIATED CHARGES**\$126.80****DETAILS OF COUNCIL RATES AND CHARGES**

WASTE MANAGEMENT

PART A - Waste Management Utility Charge (General)	\$239.08
--	----------

PART B - Waste Management Utility Charge (State Waste Levy Cost Component)*	\$0.00
---	--------

RECYCLING

Recycling Utility Charge	\$6.00
--------------------------	--------

RECREATIONAL SPACE

Recreational Space Separate Charge	\$15.44
------------------------------------	---------

OPEN SPACE INCLUDING KOALA HABITAT

Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge	\$31.50
---	---------

GENERAL RATE

CATEGORY 2K - Residential 2 \$379,915 AV @ \$0.004390070	\$1,667.85
--	------------

DISASTER RESPONSE AND RECOVERY

Disaster Response and Recovery Separate Charge	\$5.00
--	--------

CITY TRANSPORT

City Transport Improvement Separate Charge	\$115.00
--	----------

TOTAL OF COUNCIL RATES AND CHARGES**\$2,079.87**

For licensed rental properties, full payment of the general rate levied on this rate notice is deemed to be a renewal of a rental accommodation licence in accordance with section 11 *Subordinate Local Law No. 16.1 (Rental Accommodation)* for the current rating period subject to the condition the rental accommodation is to be operated in compliance with the prescribed criteria in section 9.

* Council, as the operator of a levyable waste disposal site, is liable to pay a monthly waste levy to the State under the *Waste Reduction and Recycling Act 2011*. For the financial year 2025/2026, the State has paid Council, as a local government affected by the waste levy, an annual payment in the amount of \$20,820,144, in one instalment on 24th June 2022. The purpose of the payment is to mitigate any direct impacts of the waste levy on households in Council's local government area. This payment will be used by Council for that purpose which, in conjunction with Council waste diversion and recycling initiatives, results in your waste management Part B charge as seen above of \$0.00.

View and pay your rates online with My Account.

Register today.

cityofgoldcoast.com.au/myaccount

Rate information

Your City of Gold Coast (City) rates are payable every six months, usually in August and February. The standard charges you are likely to see on the rate notice are:



Volunteer Fire Brigade

The Volunteer Fire Brigade Charge helps subsidise the operational expenses of rural fire brigades; supplementing the Emergency Management Levy.



Emergency Management Levy

We collect the State Emergency Management Levy on behalf of Queensland Fire and Emergency Services. The levy is used to fund our emergency services. The amount of the levy depends on the classification of your property. qfes.qld.gov.au



General Rate

The City is required by law to levy a General Rate or Differential General Rate on every rateable property each financial year. The General Rate raises the revenue needed to run the city and pay for infrastructure and a range of services and activities. Just some of these include lifeguards, waterways, animal management and economic development initiatives. The value of your property, determined by the State Government, is the basis for calculating the General Rate. To smooth out increases in the General Rate caused by unexpected spikes in property values in any given year, the City uses an averaged value over three years. A minimum General Rate applies if the value of a property is below a determined threshold.



Waste Management Service

The Waste Management Utility Charge covers the cost of accessing Waste and Recycling Centres, in addition to the collection and disposal/processing of solid waste and recyclables from your property.



Recycling Utility Charge

The Recycling Utility Charge is used to fund recycling initiatives, aimed at minimising waste to landfill. This includes infrastructure, land and services that aren't funded via the Waste Management Utility Charge. cityofgoldcoast.com.au/waste



Recreational Space

The Recreational Space Separate Charge assists the City to purchase areas of large open space, with an emphasis on land for sport and recreation.



Open Space including Koala Habitat, Maintenance and Enhancement

Our city is one of Australia's most biodiverse. The Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge supports activities contributing to the management and conservation of the city's natural areas, including opportunities for nature based recreation.



City Transport Improvement

The City Transport Improvement Separate Charge funds Council cabs, bus stops, bicycle and pedestrian pathways, rapid transport, improvements to local roads, as well as expanded bus services across the city.



Disaster Response and Recovery separate charge

Queensland faces frequent disasters; the City's Disaster Response & Recovery Charge supports recovery, preparedness, and building community resilience amid increasing natural hazards.



Discount on rates

The City offers a discount for paying your rates on time. The discount amount and the discount date appear on the rate notice. To receive the discount, the amount payable stated on the rate notice must be paid in full by the due date.



Pensioner Rate Concessions

If you receive a pension, you may be entitled to receive rate concessions. To be eligible, you must hold a Queensland Pensioner Concession Card or a Department of Veterans' Affairs Gold Card. Other conditions apply. Contact us and have your pension card/s and pension amount/s ready.



Change of address

If you have recently changed your postal address, please contact us to ensure your details are updated. If you have moved house and you currently receive a pensioner rate concession, you will need to re-apply. To change your address details and/or contact details visit cityofgoldcoast.com.au/changeyouraddress



City Budget

Full details of the current City Budget: cityofgoldcoast.com.au/annualplan



Paper rates and water notices fee

From 1 January 2026, a charge of \$2.50 applies to each rates notice and water notice issued by mail. The fee reflects the costs we incur producing and delivering a paper notice. Sign up for My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount

Frequently asked questions

What if I can't pay my bill on time?

You can apply for more time to pay with no interest by entering into an approved payment plan for rates and water bills. Visit cityofgoldcoast.com.au/rates

I paid my solicitor to take care of my house sale, why do I have a property transfer fee on my rate notice?

The charging of a property transfer fee is to recoup the known costs associated with accepting, recording and storage of change of ownership advice.

I just purchased this property; why do I have to pay full rates?

Most likely, your solicitor has allowed for the rates in your settlement. Please check your settlement statement, or contact your solicitor and/or agent for confirmation.

Can someone else enquire on my behalf or update my account?

Yes, you can add an authorised person to your account. If the property is owned by individual/s call us on **07 5667 5995**. If the property is owned by company or trust please complete the form at cityofgoldcoast.com.au/authagent

What does my rating category mean?

Your property's rating category (stated on your rate notice) will influence the amount of general rate you will pay. Factors such as the use (including whether a property is a principal place of residence or rental), size of the land, and the nature of any improvements on the land determine which rating category applies. You can view descriptions of the rating categories at cityofgoldcoast.com.au/inserts

What is the Waste Levy?

Introduced on 1 July 2019 by the Queensland State Government, the Waste Levy is a weight based charge payable on all waste disposed to a leviable landfill site in Queensland. It aims to reduce the amount of waste going to landfill and maximise the diversion of recoverable items for reuse, repurposing and recycling. To mitigate the impact on residential households, the State Government has committed to a payment to Council to offset the direct costs of the Waste Levy liability incurred on the disposal of household waste. For the 2025-26 financial year, residential customers will notice a zero amount for Part B of the Waste Management Utility Charge, see overleaf. Visit cityofgoldcoast.com.au/waste

What is the Green Organics Charge?

Green organics bins are now a part of standard residential kerbside collection services for eligible properties. The service charge is payable for owner-occupied and tenanted properties. Visit cityofgoldcoast.com.au/greenorganicsbin

CITY OF **GOLDCOAST** Water and Sewerage Rate Notice

Notice Number
8 1035245 3

Date of issue
24 November 2025

167551X20R000204 D-037
M A FORSTER
118 WILGARNING ST
STAFFORD HEIGHTS QLD 4053

Gold Coast City Council
Cityofgoldcoast.com.au/water
(07) 5667 5995 or 1300 366 659

Current Billing Period:
20 August 2025 to 12 November 2025
Amount due:
\$424.80
(see back for payment options)
Due date for payment:
(interest penalty applies after due date)
29 December 2025

To make payment
Cityofgoldcoast.com.au/rates

UNIT 152, 30 WATSON ESPLANADE, SURFERS PARADISE
L 59 BUP285
(Payments received after 16 November 2025 may not be included in this notice)

Water and sewerage charges (see account page for details) **\$424.80**
(Includes State Bulk Water Price)

Amount payable if paid by: 29 December 2025 \$424.80

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

MAF

CITY OF **GOLDCOAST**

In Person / Mail Payment Advice
Name: M A FORSTER
Ref: 8 1035245 3

+419 810352453

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124



Billor Code: 868745
Ref: 8 1035245 3



Post
Billpay

Date
25/11/25

Total amount payable
Due by: 29 December 2025

\$424.80

Teller stamp
and Initials

No. of
Cheques

Cheques (see reverse)

204572911

For Credit
Gold Coast City Council

Tran Code: 831 User ID: 066684 Customer Reference No.: 000008103524539

\$ *424.80*

+ 7 5 7 +

118

Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a [search of the register of proceedings](#).

No results found.

Search for

Date of order	Order	Address
17/11/2025	NDR170-23 (PDF, 145.9 KB)	130 Fig Treet Pocket Road CHAPEL HILL QLD 4069
10/11/2025	NDR016-24 (PDF, 71.4 KB)	55 Dee Street Mount Morgan Queensland 4714
07/11/2025	NDR117-24 (PDF, 92.0 KB)	60 Currawong Road GOOBURRUM QLD 4670
05/11/2025	NDR070-24 (PDF, 194.8 KB)	5 Alphitonia Crescent Sunnybank Hills Queensland 4109
28/10/2025	NDR198-23 (PDF, 49.3 KB)	2-28 Yulgibar Close KOORALBYN QLD 4285
24/10/2025	NDR248-22 (PDF, 105.0 KB)	3 Mountain Ridge Crescent Buderim QLD 4556
20/10/2025	NDR084-25 (PDF, 42.6 KB)	16 Alicia Street NUNDAH QLD 4012
15/10/2025	NDR206-24 (PDF, 140.7 KB)	2/10 Coolum Court BLACKS BEACH QLD 4740
07/10/2025	NDR200-23 (PDF, 32.1 KB)	11 Howie Street CLAYFIELD QLD 4011
29/09/2025	NDR174-22 (PDF, 129.5 KB)	17 Bunyarra Court BUDERIM QLD 4556
25/09/2025	NDR048-23 (PDF, 35.6 KB)	257 Barrett Street BRACKEN RIDGE QLD 4017

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

 Identification number:
2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

Postcode

Lot and plan details:

Local government area:

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

4. Pool properties

Shared pool

Non-shared pool

Number of pools

5. Pool safety certificate validity

Effective date:

 / /

Expiry date:

 / /
6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

 Pool safety inspector
licence number:

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name M.A Forster C/- Thorburn Property Group Pty Ltd

Address

C/- Po Box 483
 Miami QLD Postcode 4220

1.2 Phone

07 5572 0870

Mobile

0466 843 572

Email

andrew@thorburnpg.com.au

Item 2

2.1 Tenant/s

1. Full name/s	Manon Molineri		
Phone	0433 510 903	Email	molineri.manon@gmail.com
Emergency contact full name/s	Gilles Molineri		
Emergency contact phone	+33493606281		
Emergency contact email	asterogillesb612@live.fr		

2. Full name/s	Timothy Ward		
Phone	0452 211 376	Email	timothydrward@gmail.com
Emergency contact full name/s	Craig Ward		
Emergency contact phone	0413 263 025		
Emergency contact email	longhauler68@gmailcom		

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

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

Item 3

3.1 Agent If applicable. See clause 43

Full name/trading name Thorburn Property Group

Address

Po Box 483
 Miami QLD Postcode 4220

3.2 Phone

07 5572 0870

Mobile

0466843572

Email

andrew@thorburnpg.com.au



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

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

4.1 Lessor

Email Yes No C/- Agency Facsimile Yes No

4.2 Tenant/s

Email Yes No Facsimile Yes No

4.3 Agent

Email Yes No Facsimile Yes No

Item 5 5.1 Address of the rental premises

Unit 152/30 WATSON ESPLANADE
SURFERS PARADISE QLD Postcode 4217

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

AS PER ENTRY REPORT

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

NIL

Item 6 6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on 18 / 04 / 2025 **6.3 Ending on** 20 / 04 / 2026

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

Item 7 7 Rent \$ 980.00 per week fortnight month See clause 8(1)

Item 8 8 Rent must be paid on the DUE DATE day of each WEEK
Insert day. See clause 8(2) Insert week, fortnight or month

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

EFT, MONEY ORDER, BANK CHEQUE

Details for direct credit

BSB no. 084-005 Bank/building society/credit union NAB

Account no. 25-480-4842 Account name THORBURN PG QLD TRUST

Payment reference TO BE CONFRIMED

Item 10 10 Place of rent payment Insert where the rent must be paid. See clause 8(5) to 8(7)

ANY NAB BANK, EFT

Item 10a 10a 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 11 Rental bond amount See clause 13

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

Electricity Yes No Any other service that a tenant must pay Yes No
 Gas Yes No Type See special terms (page 11)
 Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17
 Yes No

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

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

Electricity	<input type="text" value="100%"/>	Any other service stated in item 12.1	<input type="text" value="100%"/>
Gas	<input type="text" value="100%"/>	See special terms (page 11)	
Phone	<input type="text" value="100%"/>		

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

Electricity	<input type="text" value="Direct to supplier under tenants own account"/>
Gas	<input type="text" value="Direct to supplier under tenants own account (if available)"/>
Phone	<input type="text" value="Direct to supplier under tenants own account"/>
Any other service stated in item 12.1 See special terms (page 11)	<input type="text" value="Direct to supplier under tenants own account (as required by tenant)"/>

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

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

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

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

Type Number Type Number

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

Electrical repairs	<input type="text" value="Capital Electrical"/>	Phone	<input type="text" value="1300 516 021"/>
Plumbing repairs	<input type="text" value="Shark Plumbing"/>	Phone	<input type="text" value="1300 247 666"/>
Other repairs	<input type="text" value="Andrew Thorburn - Thorburn Property Group"/>	Phone	<input type="text" value="0466 843 572"/>

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

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

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

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

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

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

6 Continuation of fixed term agreement - s 70

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

Note - For more information about the notices, see the information statement.

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

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).

Note - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in a way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or

- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.

- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

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

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

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

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

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

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

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

Examples - body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and

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

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

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

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

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

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

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using -
- (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

- (10) In this clause -
- water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.

- (2) The tenant must not -
- (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

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

22 Units and townhouses - s 69

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

23 Number of occupants allowed

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

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

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

Note - For details about the maintenance, see the information statement.

- (4) In this clause -

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

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

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

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206A-209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - (4) The lessor must not act unreasonably in failing to agree.
 - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
 - (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change -
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

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

32 Notice of damage - s 217

- (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 nominated repairer for the repairs; or
 - if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

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

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
- Note* - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

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

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
- Notes* -
- If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
- 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 -

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

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

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

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

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
- 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 33D 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.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
- keeping the pet would exceed a reasonable number of animals being kept at the premises;

- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

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

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.

- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

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

Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.

Note – See section 324A for when this agreement ends if a sole tenant dies.

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

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

Examples of what may be fair wear and tear –

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

38 Keys

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

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

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

40 Exit condition report - s 66

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

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

Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or

Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

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

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.

Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Special Terms

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

45 Occupation and use of premises

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

46 Subletting via online home sharing platforms

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

47 Care of the premises by the tenant

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

48 Photographs of the property during an inspection

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

49 Locks and keys

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

Special Terms *continued...*

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

50 Liability excluded

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

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

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

51 Lessor's insurance

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

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

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

52 Tenant's insurance

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

53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

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

- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

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

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

54 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

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

55 Pets

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

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

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

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

56 Electronic Signing

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



Information Statement Form 17a

Pocket guide for tenants – houses and units

*Residential Tenancies and Rooming Accommodation Act 2008
(Section 67)*

Changes to Queensland tenancy laws came into effect on 6 June 2024 and are being implemented in phases, changes include rent increase frequency and rules around rent bidding.

Additional changes to Queensland tenancy laws came into effect on 30 September 2024. Key changes include maximum bond amount, reletting costs, rent payment methods, utility bills, evidence for bond claims, information sharing and false and misleading information. Upcoming changes from 1 May 2025 include updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process for request for fixtures and structural changes.

Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, and compliance and enforcement.

When renting...

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA
- provide the day the rent for the premises was last increased in the tenancy agreement (for agreements that commence after 6 June 2024). The requirement to provide evidence of rent increase does not apply if the premises is purchased within 12 months of commencement, and the property manager/owner does not have information about the date of the last rent increase. This requirement also does not apply to exempt property managers/owners.

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to the *Residential Tenancies and Rooming Accommodation Act 2008*.

Moving in

Tenancy agreement

A General tenancy agreement (Form 18a), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. pool maintenance). It must also include the day the rent for the premises was last increased except where renting through an exempt property manager/owner.

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

Unit/townhouse/apartment by-laws

If you are renting in a unit, townhouse or apartment complex you may have body corporate by-laws to comply with. The property manager/owner should give you a copy of the relevant by-laws when you start the tenancy. These are a set of rules relevant to your complex or building and form part of your tenancy agreement.

For information regarding body corporate laws, please visit the Body Corporate Commissioner's website.

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. From 30 September 2024 the maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

You can lodge your bond directly with the RTA using RTA Web Services. Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper Bond lodgement (Form 2) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via RTA Web Services. From 30 September 2024 the maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

Your property manager/owner cannot, at the start of a new tenancy, solicit, accept or invite you to pay more rent in advance than what is allowed under tenancy law, or accept rent greater than this amount.

You can't be asked to pay more rent until the rent in advance has been used up.

When rent is paid electronically, you must arrange for the money to leave your account on a certain day, and the rent is considered paid on this day.

Property managers/owners must offer tenants at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to the tenant.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered.

Additionally, from 1 May 2025 property managers/owners must disclose any financial benefits they may receive if the tenant uses a specific rent payment method.

Rent increases

Rent can only be increased if it has been at least 12 months since the current rent amount became payable for the residential premises.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Under the Act, the date of the last rent increase must be included in the tenancy agreement. Tenants have the right to request written proof of the last rent increase during the tenancy, and the property manager or owner must provide this information within 14 days. However, these requirements do not apply in the following cases:

- Exempt Lessors: the Act outlines who qualifies as an exempt lessor.
- For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase.
- For properties being rented for the first time: the date of the last rent increase is the date the property is first rented.

Note: A property manager or owner is considered to have evidence of the last rent increase if they or their agent (such as a real estate agent, property manager, or lawyer) has this information.

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and tenant.

If rent has been decreased and later returns to the original amount, this change is not considered a rent increase within the 12-month limits under the Act.

Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills must be provided by a property manager/owner within 4 weeks of receiving the document or the tenant does not have to pay.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

For general service charges in tenancy agreements and moveable dwellings, where tenants pay for utilities or other services, a property manager/owner must provide a tenant with a copy of the document from the relevant service provider that shows the charges. This must be done within 4 weeks of the property manager/owner receiving the document.

This requirement applies to individually metered utilities for moveable dwellings and it does not include service charges or utilities services that are included in the rent.

Entry condition report

The property owner/manager must give you an Entry condition report (Form 1a).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days. The property owner/manager must give you a copy of the signed final report within 14 days.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

Minimum housing standards, which clarify repair and maintenance obligations and introduce compliance mechanisms in enforcing these standards commenced:

- for new tenancies on 1 September 2023, and
- for all tenancies on 1 September 2024.

Minimum housing standards

Minimum housing standards, which clarify repair and maintenance obligations, commenced for new tenancies (including renewed tenancy agreements) from 1 September 2023 and for all remaining tenancies from 1 September 2024.

The property must meet minimum housing standards when the tenant moves in and throughout the tenancy agreement.

Routine repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent.

If you have notified the property owner/manager of a repair – by email, maintenance request, or a Notice to remedy breach (Form 11) – and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

What to do for emergency repairs

If the property owner/manager or nominated repairer listed on your tenancy agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your tenancy agreement to clarify what is an emergency repair).

If you pay the repairer, you will need to give the receipt to the property owner/manager who must pay you back within 7 days. Keep copies of all receipts. Alternatively, you can ask the property owner/manager to pay the repairer directly.

2. Make an urgent application to the Tribunal for a repair order for the emergency repair.

Applying for a repair order

To avoid issues with enforceability of a repair order tenants are encouraged to list all relevant parties – including the property owner in the application to QCAT. Although QCAT determines the content and specifics of a repair order, including the property owner on the application may help to clarify accountability, support compliance, and encourage timely repairs. The property owner's details may be found in the tenancy agreement or by contacting the managing party for the rental property.

Learn more about how to apply for a repair order in the [Repair orders fact sheet](#).

Smoke alarms

Property owners/managers must install, maintain and replace smoke alarms in rental properties, in line with Queensland legislation. Visit [Queensland Fire Department \(fire.qld.gov.au\)](http://Queensland Fire Department (fire.qld.gov.au)) for more information. Tenants also have responsibilities including testing and cleaning smoke alarms and replacing batteries (unless the battery is built into the smoke alarm in a way that prevents the battery being removed). See our website for more information.

Fixtures

Fixtures can only be added with the property owner/manager's written consent and they do not have to bank agree to the request if they give a good reason.

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

Requesting to rent with a pet

If you wish to keep a pet at the property, you must seek written approval from the property owner using a Request for approval to keep a pet in rental property (Form 21).

The property owner must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to other applicable rules such as house rules, local council laws or body corporate by-laws.

Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an Entry notice (Form 9) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager. Visit our website for more details.

Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a Notice to remedy breach (Form 11).

Example: you don't pay the rent as per the tenancy agreement and it remains unpaid for 7 days or more or you do not keep the property in the agreed condition.

If you don't fix the problem you may be given a Notice to leave (Form 12) by the property owner/manager.

If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a Notice to remedy breach (Form 11).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and talk to the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement.

Note that the rent cannot be increased unless at least 12 months have passed since the last rent increase and a property manager/owner must offer tenants at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to the tenant.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for reletting costs.

Reletting costs for fixed-term agreements are calculated based on how much of the lease has expired. The specific reletting costs depend on how much of the agreed tenancy duration has passed when a tenant vacated:

- Less than 25% = 4 weeks rent
- 25% to less than 50% = 3 weeks rent
- 50% to less than 75% = 2 weeks rent
- 75% or more = 1 week's rent
- For agreements up to 3 years it's the lower amount of the specified reletting costs or the rent until a new tenant moves in.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

Exit condition report

You should complete an Exit condition report (Form 14a). It shows the condition of the property when you leave and compares it to the condition of the property when you moved in. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager should complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs. You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using RTA Web Services.

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

Rental bonds lodged on or after 30 September 2024 will require supporting evidence to be provided to a tenant/resident when a property manager/owner claims or disputes a bond refund request. This must be done within 14 days of the bond claim or dispute. Not providing supporting evidence to a tenant/resident when a claim or dispute is made against a bond is an offence.

For rental bonds lodged with the RTA before 30 September 2024, a 12 month transitional period from 30 September 2024 to 30 September 2025 applies. Evidence does not need to be provided for bond claims until after this period expires for bonds lodged with the RTA before 30 September 2024.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using RTA Web Services. Alternatively, you and your property owner/manager must sign the paper based Refund of rental bond (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using RTA Web Services or the paper based Refund of rental bond (Form 4).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/ agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via Web Services or submit a Dispute resolution request (Form 16) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

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Domestic and family violence support

Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a Notice ending tenancy interest (domestic and family violence) (Form 20) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a Bond refund for persons experiencing domestic and family violence (Form 4a) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence.

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon – Fri: 8:30am – 5pm)

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123



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).

Stay informed

Sign up for **news** and **useful information** about renting in Queensland rta.qld.gov.au

Addendum C – Additional Special Terms

These terms are in addition to the Standard Terms and only form part of the Agreement provided they do not conflict with the Act and the Standard Terms and the parties have agreed to the Additional Special Terms. Where these terms conflict with the Special Terms in Addendum B, the terms in these Additional Special Terms shall prevail to the extent of the inconsistency, unless otherwise stated.

1 RECEIPT OF DOCUMENTS

- (a) The tenant acknowledges that they have received the following documents prior to entering into the general tenancy agreement:
 - (a) a copy of the Form 18a (General tenancy agreement) including all standard terms and any special terms; and
 - (b) a Form 17a “Pocket Guide for Tenants – Houses and Units”.
- (b) The lessor/lessor’s agent shall provide the tenant with a Form 1a “Condition Report” completed and signed by the lessor/lessor’s agent on or before the date the tenant occupies the premises under the general tenancy agreement. The tenant acknowledges that any photos accompanying the Condition Report form part of that report.

2 RENT

The tenant must pay the rent at least one week in advance at all times during the term of this tenancy.

3 PARKING

The tenant must ensure that any vehicles (including trailers) are parked within a designated parking area (e.g. a within a car-port or garage) or on the

same side of the road as the driveway of the premises. The tenant must not, and must not permit any visitors or invitees to park any vehicle on any grassed area or lawn of the premises.

4 DRIVEWAY OR CAR SPACE AREAS

Where the premises includes a car space and/or driveway for the tenant’s use, the tenant shall be responsible for keeping those areas free of oil stains and otherwise keep such areas clean and tidy and to a standard similar to the standard applicable at the commencement of this tenancy.

5 VEHICLE & OTHER MACHINERY REPAIRS OR WORKS

(a) Repair Works

The tenant must not carry out any mechanical repairs or works to machinery (including cars and/or boats), at the premises if the repairs could cause any damage (including any oil spillage) to any part of the premises.

(b) Vehicles (Unregistered)

The tenant must not store any unregistered vehicle at the premises without first obtaining the written consent of the lessor/lessor’s Agent.

6 HOT WATER SYSTEM

The tenant must release the air in the Hot Water System every 2 months at its own risk and must take all reasonable steps to ensure that it does so in a safe and appropriate manner.

7 AFTER HOURS FEE

If the tenant locks themselves out of the premises and requires the lessor’s agent

to attend the premises to grant the tenant access to the premises (only if the lessor's agent is available at the given time). The lessor's agent will charge, and the tenant agrees to pay a call out fee of \$120.00 to the lessor's agent within 7 days of receiving an invoice from the lessor's agent.

8 DISHONOUR FEE

If the tenant's direct debit or cheque payment is dishonoured for any reason including, but not limited to:

- (a) insufficient funds in the tenant's nominated account;
- (b) the bank account number provided by the tenant to the lessor/lessor's agent being incorrect; or
- (c) the account nominated by the tenant for DEFT is unable to have payments debited,

the lessor's agent will charge the tenant a dishonour fee of \$30, which must be paid within 7 days of the invoice date.

9 AGENTS ENTRY

The lessor/ lessor's agent may enter the premises in accordance with Clause 20 of the Standard Terms and if the tenant is not present, the lessor/lessor's agent is authorised to enter the premises using its own keys.

10 AIR CONDITIONING FILTERS & EXHAUST FANS

The tenant must clean the air conditioner filters, ceiling fans & exhaust fans every 3 months and upon vacating the premises.

11 BLINDS & CURTAINS CORDS

The tenant must secure any curtain or blind cords in the premises at all times and ensure that any label attached to a

cord or chain warning of the potential danger of an unsecured cord or chains (**Swing Tag**) is not removed. The tenant must notify the lessor/lessor's agent if the Swing Tag is removed for any reason, as soon as is practically possible after the tenant becomes aware of the removal of the Swing Tag.

12 BREAK IN

The tenant must immediately contact the police and then promptly advise the lessor/lessor's agent in the event of a break in.

13 BLU-TACK AND HOOKS

In accordance with Addendum B - Special Terms Clause 2(a), BluTack and other similar products, and any hooks must not be used or installed on any interior or exterior surface of the premises without the prior written approval from the lessor.

14 CARPETS

If the term of the tenancy is 12 months or more, the tenant must have all carpets cleaned to a professional standard similar to the standard provided by the lessor/lessors agent at the commencement of this tenancy from time to time as reasonably required by the lessor/lessor's agent, at the tenant's cost. The tenant must ensure that any marks and stains on the carpet are removed promptly.

15 CHANGE OF DETAILS

The tenant must promptly notify the lessor's agent of any change to the tenant's contact details including mobile numbers and email addresses.

16 CLEANING APPLIANCES

The tenant must clean and maintain all appliances in the premises, electrical or

otherwise, in good repair and condition at its cost and only use them in accordance with manufacturer's instructions or specifications and/or any specific instructions provided by the lessor/lessor's agent.

17 CLEANING SURFACES

The tenant must ensure that all kitchen and bathroom surfaces are cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions provided by the lessor/lessor's agent.

18 CONNECTION OF SERVICES

The tenant is responsible for arranging the connection of electricity to the premises at the commencement of the tenancy, and the termination of the electricity supply at the end of the tenancy, at its cost.

19 ELECTRONIC COMMUNICATIONS SERVICING THE PREMISES

The tenant must satisfy itself in relation to any electronic communication services to the premises (internet, television - analogue, digital or cable). The lessor/lessor's agent gives no warranty in respect to the provision or adequacy of such services to the premises.

20 FURNISHED PREMISES

(a) Furnished Premises - Cleaning of Furniture

If the premises are let to the tenant fully or partially furnished, the tenant must use reasonable care when using any furniture provided to the tenant under the tenancy and leave all furniture in the premises, in good repair and a clean condition when it vacates the premises.

During the term of the tenancy, the tenant must ensure that any marks and stains on the furniture are removed promptly.

The tenant must have any sofas, couches, lounges, rugs, mattresses & carpets professionally cleaned at the end of the tenancy.

(b) Furnished Premises - Removing Furniture

If the premises are let fully or partially furnished, the tenant must not remove any items of furniture or furnishings of the lessor from the premises either during, or at the end of the tenancy, without obtaining the lessor's prior written consent.

(c) Furnished Premises - Replacement of Inventory Items

If the premises are let fully or partially furnished the tenant must replace any broken or missing inventory items that are part of a matched set with a matching set which is the same or similar to that supplied to the tenant at the commencement date of this tenancy (as reasonably determined by the lessor/lessor's agent if the singular item cannot be replaced). If the tenant fails to do so, the lessor/lessor's agent may replace the relevant item, and charge the tenant for the cost of replacing the relevant item, which the tenant agrees to pay within 7 days of receiving an invoice.

(d) Linen Professionally Cleaned

The tenant acknowledges it must at the end of the Term, have all linen which is supplied to the tenant with the premises professionally cleaned including, but not limited to, any sheets, pillow cases, mattress protectors, doonas, quilts, blankets, towels and bath mats.

21 PLANTS (On Timber Flooring)

The tenant must ensure that plants and/or their containers are not placed directly onto timber floors or decking.

22 TIMBER FLOORS

The tenant must use felt protectors (or similar product) on the base of any furniture placed on timber floor surfaces in order to prevent scratches or other damage.

23 GAS BOTTLE

Where bottled gas is used the tenant shall be responsible for maintaining the supply during the term of the tenancy and at the end of the tenancy, the tenant must leave not less than one full cylinder at the premises and will, upon request, provide written evidence of compliance with this condition to the lessor/lessor's agent.

24 KEYS

(a) Collection & Return

The parties agree and the tenant acknowledges that keys can only be collected and returned between the times set out in Addendum A - Additional Items - Item (F).

(b) Loss & Replacement

If the tenant loses any keys, locks or security devices supplied to the tenant at the commencement of the tenancy, the tenant must pay all costs incurred by the lessor/lessor's agent in relation to replacing the relevant item (including the costs charged by a locksmith) within 7 days of receiving a invoice from the lessor/lessor's agent in relation to those costs.

25 TENANCY RENEWAL - Condition Report

The parties acknowledge and agree that the Entry Condition Report provided to the tenant at the commencement of the original term of the tenancy shall apply to the new tenancy term, if the lessor and

tenant enter into a tenancy of the premises for a further term, on the expiry or termination of this tenancy agreement.

26 OBJECTS CAUSING DAMAGE

The tenant must not install any items, or make any alterations to the premises or the land on which the premises is situated (including, but not limited to, any shed, container, above ground pool etc.) without first obtaining the written consent of the lessor which the lessor can grant or withhold at its sole and absolute discretion.

27 OPERATION MANUALS

All operation manuals which are supplied with the Tenancy are owned by the lessor and the tenant must leave them in the Premises at the end of the tenancy.

28 PAY TV - Cabling Installed at the Premises (This clause only applies if there is any Pay TV service installed or connected to the Premises)

(a) If Pay TV cabling &/or equipment installed at the premises:

(b) The tenant may connect to the Pay TV service at its cost, but shall be responsible for all costs associated with the service and its connection.

(c) If any cabling and/or equipment required to operate the Pay TV service is different from or additional to the cabling or equipment which has been installed in the premises at the commencement date of this tenancy, and the tenant wishes to connect to the Pay TV service:

- (a) the tenant must obtain the lessor's prior written consent to the proposed change or upgrade, which the landlord may grant or refuse at its sole discretion;
- (b) the tenant shall be responsible for paying all costs associated with any change or upgrade to the Pay TV service.
- (d) The lessor/lessor's agent does not warrant that the existing cabling &/or equipment will be suitable for the tenant's use or requirements.
- (e) The tenant must not, without first having obtained the approval of the lessor/lessor's Agent in writing, install or connect to the premises any additional cabling &/or equipment, which can be granted or withheld at the sole discretion of the lessor/lessor's agent.
- (f) At the end of the tenancy, the tenant will not remove any cabling &/or equipment attached to the premises without the lessor's approval and if approved, must rectify any damage caused as a result of the removal at the tenant's cost. If the tenant fails to comply with the obligation under this clause, the lessor may repair any damage caused by the tenant's removal of any cabling or equipment and the tenant must pay the costs incurred by the lessor/lessor's agent within 7 days of receiving an invoice from the lessor/lessor's agent.

29 PAY TV - Not installed at the Premises- This clause applies if

there is no Pay TV installed at the Premises

- (a) The parties acknowledge there is currently no pay TV service installed or connected to the premises. The tenant will not, without first having obtained the lessor's approval in writing, install or connect any pay TV service to the premises. Such approval may be granted or refused at the sole discretion of the Lessor.
- (b) If the tenant installs or connects any Pay TV service in the premises with the lessor/lessor's agent's consent, the tenant must not remove the connection without the lessor's written approval.
- (c) If the lessor/lessor's agent authorises the removal of any cabling or equipment installed under this clause, the tenant must rectify any damage caused as a result of the removal at the tenant's cost. If the tenant fails to comply with the obligation under this clause, the lessor/lessor's agent may repair any damage caused by the tenant's removal of any cabling or equipment and the tenant must pay the costs incurred by the lessor/lessor's agent within 7 days of receiving an invoice from the lessor/lessor's agent.

30 TV CONNECTIONS

The tenant must leave all TV connections and boosters supplied at the commencement of the tenancy at the premises at the end of the tenancy. If the tenant fails to do so, the lessor/lessor's agent may replace the relevant TV connection and/or booster, at the tenant's cost, which the tenant must pay within 7 days of receiving an invoice from the lessor's agent in relation to that cost.

31 PLUGS

The tenant must leave all plugs for the kitchen, bathroom/s, laundry and the premises in general, at the premises at the end of the tenancy. If the tenant fails to do so, the lessor/lessor's agent, may replace the relevant plugs, at the tenant's cost, which the tenant must pay within 7 days of receiving an invoice from the lessor/lessor's agent.

32 PROPERTY USE

The tenant acknowledges that in accordance with Clause 21 of the Standard Terms of this tenancy agreement, the tenant may only use the premises as a place of residence. The tenant must not use the premises for business purposes, without the written consent of the lessor first being obtained. The lessor may grant or withhold that consent at its absolute discretion.

33 REPAIRS & MAINTENANCE

(a) **Notify Agent of Incomplete /Unsatisfactory Works**

Where required maintenance has been carried out, the tenant must notify the lessor's agent in writing if in the tenant's reasonable opinion the works are unsatisfactory or incomplete.

(b) **Written Notice**

The tenant must provide any notice of damage to the premises in in accordance with Clause 32 of the Standard Terms (Notice of Damage) in writing (emergencies excepted).

34 TRADESPERSON - Callout Where Tenant is Responsible

If the tenant requests the services of a tradesperson to carry out repairs on the premises and the tradesperson does not find any fault or the fault is found to have

been caused by any act or omission of the tenant, or the tenant's invitees or agents or the tenant's own property, the tenant shall be responsible for payment of any fees or cost charged by that tradesperson.

35 TERMITE INSPECTION AND MAINTENANCE ACCESS

Subject to the lessor/lessor's agent providing any required notice in accordance with the Act, the tenant's must provide such access as is reasonably required for a termite inspection or treatment to be conducted and must, if required by the lessor/lessor's agent, store its property in a manner that facilitates the inspection or treatment to be properly carried out.

36 ROOFING / ROOF SPACE

The tenant must not enter the ceiling space or walk on the roof nor attach items to the ceiling space or roof without first obtaining the lessor's consent which may be granted or refused at the lessor's absolute discretion.

37 SMOKE ALARM - Tenant/s Obligations

(a) In the event that the tenant/s engages a contractor/tradesperson to meet the tenant/s obligations under Clause 2 (k) of Addendum B, Special Terms, the tenant shall be responsible for paying any costs of the contractor/tradesperson.

(b) the tenant must not tamper with or otherwise render a smoke alarm inoperative.

**38 SMOKE ALARMS -
Maintenance
Company Employed**

Notwithstanding the provisions of Addendum B - Special Terms Clause 2(k) the lessor/lessor's agent shall engage 1300 Smoke Alarms to attend the premises for the purpose of carrying out smoke alarm maintenance at the lessor's cost, 1-2 times per year.

39 SMOKING

(a) **House**

The tenant must not, and must not permit the tenant's invitees to smoke in the indoor areas of the premises. The tenant must ensure that any rubbish or debris from any cigarettes, including any cigarette butts are safely and properly disposed of in an appropriate rubbish receptacle.

(b) **Units in a Community Title Scheme**

The tenant must not, and must not permit the tenant's invitees to smoke in the indoor areas of the unit or terrace house or in any lifts, foyers or other common areas. The tenant must ensure that any rubbish or debris from any cigarettes, including any cigarette butts are safely and properly disposed of in an appropriate rubbish receptacle.

**40 UNITS - FALSE
FIRE ALARM**

The tenant must pay any charge imposed under the *Fire and Rescue Service Act 1990* (as amended or superseded from time to time) by relevant fire authorities arising from the tenant or tenant's invitees activating the fire alarms in relation to the premises by the due date specified in any invoice in relation to those costs.

**41 WATER FILTER
CARTRIDGE
REPLACEMENT**

Where a water filter apparatus is supplied with the premises, the tenant shall be responsible for the cost of maintaining the supply of any cartridges required for the use of the water filter apparatus, and must leave at least 1 cartridge and provide the lessor/lessor's agent with written evidence, as required, upon the tenant vacating the premises.

42 WATER TANK

Where tank water is used by the tenant during the term of this tenancy the tenant will use reasonable endeavours to ensure the tank contains a similar quantity of water at the end of the tenancy as it did at the commencement of the tenancy.

**43 LIABILITY
EXCLUDED**

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

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

where arising or incurred as a direct or indirect result of the tenant's negligent act or omissions or breach of this agreement of obligations under the Act, or the tenant's occupation of the premises.

44 LESSOR'S INSURANCE

The tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

45 TENANT'S INSURANCE

The tenant shall be responsible for adequately insuring their own property and possessions, at the tenant's cost.

46 CLEANING THE PROPERTY

The tenant must clean the premises, to the lessor/lessor's agent's satisfaction, on vacating the tenancy. Details of the cleaning requirements for the premises are detailed in **Schedule "A"**, and the tenant agrees to ensure that the premises are cleaned in accordance with those requirements.

47 RELEASE OF ONE TENANT

If there is more than one tenant, and the lessor, at the tenant's request, agrees in writing to release one of the tenants (**Outgoing Individual Tenant**) from its obligations under this agreement, the tenant agrees to pay an administration fee of \$220.00 (including GST) (**Administration Fee**) to the lessor's agent within 7 days of receiving a request from the lessor's agent, being the lessor's agent's administration fee for arranging and documenting such release. For clarity, the Outgoing Individual Tenant shall not be released from its obligations until the Administration Fee is paid in full, as payment of that fee is a pre-condition of such release.

48 WATER USAGE CHARGE - Tenant to Pay

- (a) If the premises are water efficient and Item 12.2 and Clause 17(1) of the Standard Terms apply:
 - (i) the tenant must pay the water consumption charges for the premises;
 - (ii) the lessor/lessor's agent will arrange a water meter reading as at the date of commencement of the tenancy at its cost, and notify the tenant in writing of the outcome of that reading; and
 - (iii) the agent will calculate and forward the tenant an invoice for payment of water consumption charges, each quarter.
- (b) The tenant must pay the amount calculated in accordance with 48(a)(iii) above as invoiced to the tenant by the lessor/lessor's agent in accordance with Clause 17(5) of the Standard Terms.

49 LAWN & GARDEN MAINTENANCE (Tenants Responsibility)

Addendum B - Special Terms 2(f) is amended to read as follows:

"To maintain all lawn and garden areas including watering trees and other plants, mowing the lawn, removing garden rubbish (including pet waste & grass clippings) from the premises and keeping plants free from pests and disease."

50 POOL SAFETY REQUIREMENTS

The tenant must do all acts and things required by the tenant to comply with the legislation regarding pool safety and require any other occupant, invitee or guest to comply with all legislation regarding pool safety, including, but not limited to:

- (a) ensuring that any gate or door giving access to a regulated pool as defined in the Building Act 1975 (**Regulated Pool**) is securely closed at all times when the gate or door is not in use;
- (b) complying with the obligation imposed on any person who opens a gate giving access to a regulated pool as defined in the *Building Act 1975* (a Regulated Pool), to ensure that the gate or door is kept securely closed at all times when the gate or door is not in use;
- (c) ensuring that no object or structure is placed near or adjoining any regulated pool or the fence which might facilitate access to that pool, whether such access is via gate or door, fence or otherwise; and
- (d) ensuring that no Regulated Pool is erected, constructed or placed on the premises without the prior written consent of the lessor.

51 PORTABLE POOL OBLIGATIONS

- (a) The tenant must -
 - (i) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (ii) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the

premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

- (b) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (i) Maintain and repair the portable pool at the tenant's own expense;
 - (ii) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which included a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (iii) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
 - (iv) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (c) Where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless

the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, in relation to the portable pool.

1 SCHEDULE "A"

CLEANING REQUIREMENTS

- (a) Stove, including elements, oven, and oven racks, griller and drip trays to be cleaned.
- (b) Range hood, including filters to be cleaned, light to be working, air conditioner filter to be cleaned
- (c) Dishwasher, if applicable, including door rubbers and filters to be cleaned.
- (d) Bath, shower, shower screens, wash basin, mirrors, toilet and tiles to be clean & free of mould.
- (e) Please check plugs are in place and exhaust fans cleaned.
- (f) Windows, window tracks, fly screens, and window sills are to be cleaned.
- (g) Tracks are to be wiped out with a wet cloth not just vacuumed.
- (h) Vertical/venetian blinds - to be dusted & cleaned and chains in order.
- (i) Light Fittings and Ceiling fans to be cleaned of insects and bulbs working.
- (j) Marks to be removed from walls. Please do not remove existing hooks from walls and do not attempt to paint patches of the walls. If damage has occurred, the entire wall must be painted. Walls include inside wardrobes and garage.
- (k) All cupboards are to be cleaned and all personal items are to be removed.
- (l) Floors and skirting boards are to be dusted, cleaned & mopped.
- (m) Carpets are to be steam cleaned by professional carpet cleaners - copy of receipt required
- (n) Pest Control for fleas if a pet has been on the premises, inside & outside - copy of receipt required
- (o) Mattresses to be professionally cleaned and sanitised, rugs, couches, sofas, lounges and linen to be professionally cleaned - copy of receipt required
- (p) If bottled gas, the gas bottles must be filled - copy of receipt required
- (q) Cobwebs are to be removed from inside and outside the dwelling occupied.
- (r) Lawns are to be mowed, gardens are to be weeded and edges are to be trimmed.
- (s) Rubbish that will not fit into the rubbish bin is to be removed from the premises.
- (t) All lights to be in working condition. Bulbs to be correct fitting type.
- (u) Chemical balance from a pool shop will be required on vacating.
- (v) The dwelling will not be considered to be vacated until all keys are returned and rent will be charged until then.

NOTE:

Should you have any accidental damage it is best if you discuss this with us as we may be able to advise you of competent trades to attend to this for you.

Complete Exit Condition Report 14a; this is to be returned with the keys.

Instruction Manuals to Appliances are to be left in the kitchen bottom drawer.

If the items (a) to (v) above are not attended to satisfactorily, the lessor/lessor's agent reserves the right to employ additional professional cleaners to attend to same at the tenant's expense.

Keys must be returned to office no later than 4:30pm on day of vacating (Mon - Fri). If the date the tenant vacates the

premises is on a Saturday, the tenant must negotiate an appropriate time with the lessor/lessor's agent.

BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997 - SCHEDULE 4

-- BY-LAWS 1 Noise

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

2 Vehicles

(1) The occupier of a lot must not—

- (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
- (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section—

regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

3 Obstruction

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

4 Damage to lawns etc.

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

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5 Damage to common property

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6 Behaviour of invitees

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

7 Leaving of rubbish etc. on the common property

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

8 Appearance of lot

(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

(2) The occupier of a lot must not, without the body corporate's written approval—

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or

(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

(3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

(4) This section does not apply to a lot created under a standard format plan of subdivision.

Note—

Under the Building Act 1975, sections 246R and 246S, a body corporate can not withhold consent for particular activities stated in the sections that might change the external appearance of a lot.

9 Storage of flammable materials

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (3) However, this section does not apply to the storage of fuel in—
 - (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10 Garbage disposal

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

11 Keeping of animals

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

Note—

See section 181 in relation to the right of the owner or occupier of a lot to keep a guide, hearing or assistance dog on the lot.



PO Box 760, Helensvale 4212 QLD
Ph: 07-5621 0414
info@tstrata.com.au
www.tstrata.com.au

05 December 2025

PANORAMA TOWER CTS 14765
Registered for GST

ABN: 81 465 076 198

Tax Invoice

Mr Mark A Forster
118 Wilgarning Street
STAFFORD HEIGHTS QLD 4053

Ref

Re Lot 59 PANORAMA TOWER CTS 14765

Fee 84.10 Paid

Above Fee includes GST

Please find enclosed Body Corporate Information Certificate pursuant to Section 205 of the Body Corporate and Community Management Act 1997.

Fees paid pursuant to Section 205 are payable to Thomsen Strata Pty Ltd 26 658 246 912.

We recommend that confirmation of balances due should be verified again as close as possible to the actual settlement date.

Finally, please ensure that the prescribed change of ownership form (BCCM 8) is sent to our office within 28 days of settlement so that all future correspondence relating to this lot is issued correctly to the new owner.

Please direct your Form 8 to PO Box 760, Helensvale QLD 4212 and copy via email to info@tstrata.com.au

Should you require any further information regarding this document, please contact Thomsen Strata on (07) 5621 0414.

Thank you.

BCCM

Form 33

Department of Justice

Body corporate certificate

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

This form is effective from 1 August 2025

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

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

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

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

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

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 05/12/2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

PANORAMA TOWER

CTS No. **14765**

Body corporate manager

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

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Kim Cullen**

Company: **Thomsen Strata Pty Ltd**

Phone:

Email: **info@tstrata.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **59**

Plan type and number: **295**

Plan of subdivision: **BUILDING FORMAT PLAN**

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:

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?

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?

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.

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

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

listed in the community management statement & given with this certificate

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **350**
Total contribution schedule lot entitlements for all lots: **12,437**

Interest schedule

Interest schedule lot entitlement for the lot: **350**
Total interest schedule lot entitlements for all lots: **12,437**

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 **59** for the current financial year: \$ **7,475.88**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **10** %

Monthly penalty for overdue contributions (if applicable): **2.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 30/11/25	01/09/25	1,868.97	1,682.07	30/07/25
01/12/25 to 28/02/26	01/12/25	1,868.97	1,682.07	
01/03/26 to 31/05/26	01/03/26	1,868.97	1,682.07	
01/06/26 to 31/08/26	01/06/26	1,868.97	1,682.07	
01/09/26****30/11/26	01/09/26	1,868.97	1,682.07	

Amount overdue **\$1,868.97**

Amount Unpaid including amounts billed not yet due **\$1,868.97**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **59** for the current financial year: \$ **7,120.20**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **10** %

Monthly penalty for overdue contributions (if applicable): **2.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 30/11/25	01/09/25	1,736.63	1,562.97	30/07/25
01/12/25 to 28/02/26	01/12/25	1,736.63	1,562.97	
01/03/26 to 31/05/26	01/03/26	1,823.47	1,641.12	
01/06/26 to 31/08/26	01/06/26	1,823.47	1,641.12	
01/09/26****30/11/26	01/09/26	1,780.05	1,602.04	
Amount overdue				\$1,736.63
Amount Unpaid including amounts billed not yet due				\$1,736.63

Special contributions - Administrative Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.00** %

Due date	Amount due	Amount due if discount applied	Paid
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			Nil

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions		\$3,605.60
Special contributions		Nil
Other contributions		Nil
Other payments		Nil
Penalties		Nil
Total amount overdue	(Total Amount Unpaid including not yet due \$3,605.60)	\$3,605.60

(An amount in brackets indicates a credit or a payment made before the due date)

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

Current sinking fund balance (as at date of certificate): \$ 524,047.87

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.

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 below

Date Description Conditions

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Outdoor Wooden Settings	Furniture & Fittings			\$0.00	\$0.00	\$1,100.00
Daintree Umbrellas - 3	Furniture & Fittings			\$0.00	\$0.00	\$6,000.00
Cordless Vacuum Cleaner	Plant and Machinery	01/07/00	P&S Electronics P/L	\$0.00	\$0.00	\$184.00
Beach Scene	Furniture & Fittings	30/08/00		\$0.00	\$0.00	\$150.00
Kleenmaid Clothes Dryer	Plant and Machinery	23/09/04	Nerang Appliance Repairs	\$0.00	\$0.00	\$899.00
First Floor Laundry Serial Number 0424928371						
Kleenmaid 300 Clothes Dryers for Floors 2 and 13	Plant and Machinery	14/11/05	Nerang Appliance Repairs	\$0.00	\$0.00	\$1,619.30
Hoover Dryer Level 14	Plant and Machinery	08/03/06	NERANG APPLIANCE	\$0.00	\$0.00	\$979.00
Whipper Snipper	Plant and Machinery	27/03/07	Coastal Mower Mart 2531 Gold Coast Highway MERMAID BEACH QLD	\$0.00	\$0.00	\$449.00
Mower Victa Pace	Plant and Machinery	15/04/08	Coastal Mower Mart 2531 Gold Coast Highway MERMAID BEACH QLD 4218	\$0.00	\$0.00	\$349.00
Blower STIHL BG65	Plant and Machinery	15/04/08	Coastal Mower Mart 2531 Gold Coast Highway MERMAID BEACH QLD 4218	\$0.00	\$0.00	\$399.00
850 Stainless Steel BBQ Heatlit with lid - fixed legs incl times and flame failure	Plant and Machinery	27/05/08	Barbeques Galore 116 Bundall Road BUNDALL QLD 4217	\$0.00	\$0.00	\$2,339.00
Couch	Furniture & Fittings	09/07/08	Holidays in Paradise	\$0.00	\$0.00	\$680.00
2 x Simpson Dryers - 39P400M Levels 10 & 11	Plant and Machinery	20/03/09	The Good Guys Unit 1A 13-15 Upton Street BUNDALL QLD 4217	\$0.00	\$0.00	\$718.00
2 Hand dryers - foyer toilets	Plant and Machinery	08/05/09	M1 Electrical Pty Ltd GPO Box 3434 BURLEIGH TOWN QLD 4220	\$0.00	\$0.00	\$1,156.12
4 Ashtrays	Furniture & Fittings	15/05/09	Adbinz Australia	\$0.00	\$0.00	\$426.00

Body corporate assets

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Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
YX Soho Fire Cabinet	Office Equipment	25/05/09	Officeworks Superstores P/L 59 Nerang Road SOUTHPORT QLD 4215 info@ashtrays.com.au	\$0.00	\$0.00	\$79.00
S200 Ashtray	Furniture & Fittings	24/07/09	AdBinz Ltd PO Box 37-165 Halswell CHRISTCHURCH NZ	\$0.00	\$0.00	\$114.00
Dryer Simpson 4 KG SIN 1028434706 Level 8	Plant and Machinery	15/09/09	The Good Guys 13 Upton Street BUNDALL QLD 4217	\$0.00	\$0.00	\$343.00
Washing Machine Simpson 36S550m 5.5 GK Serial 1030021610 Level 5	Plant and Machinery	11/11/09	THE GOOD GUYS Unit 1A, 13-15 Upton Street BUNDALL QLD 4217	\$575.00	\$0.00	\$575.00
Dryer Simpson 39P400M Model Serial 1029388194 Level 5	Plant and Machinery	11/11/09	THE GOOD GUYS Unit 1A, 13-15 Upton Street BUNDALL QLD 4217	\$345.00	\$0.00	\$345.00
Removalist trolley	Plant and Machinery	27/01/10	Bunnings Warehouse SOUTHPORT QLD 4215	\$0.00	\$0.00	\$90.00
2 x SIMPSON 5.5Kg washers s/steel bowl Level 3 & 4	Plant and Machinery	10/02/10	The Good Guys Bundall	\$0.00	\$0.00	\$1,130.00
Top Load 7.5kg Washer -Simpson Model No 6ALSQ8000MW Level 10	Plant and Machinery	21/05/10		\$0.00	\$0.00	\$780.00
Whirlpool Washing Machine Level 11	Plant and Machinery	21/05/10	The Good Guys Unit 1A BUNDALL QLD 4217	\$0.00	\$0.00	\$780.00
Canvas print - Foyer	Furniture & Fittings	06/08/10	Albert Groenewoud Photography 24 Sportsman Ave MERMAID BEACH QLD 4218	\$0.00	\$0.00	\$692.75
Photography/Foyer upgrade	Furniture & Fittings	20/08/10	Albert Groenewoud 24 Sportsman Ave MERMAID BEACH QLD 4218	\$0.00	\$0.00	\$359.99
Canvas Print Foyer	Furniture & Fittings	19/09/10	Fine Art Framing 5 Fern Street MOUNT TAMBORINE QLD 4272	\$0.00	\$0.00	\$319.00
Air Conditioner Panasonic 7.4kw Plant Room	Plant and Machinery	01/11/10	Coolah Air Conditioning 30 Watson Esplanade SURFERS PARADISE QLD 4217	\$0.00	\$0.00	\$2,510.00
Washing Maching Top Load	Plant and Machinery	03/12/10	The Good Guys	\$0.00	\$0.00	\$800.00

Body corporate assets

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Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
7 KG Whirlpool 6ALSMW SIN#1043780170 Level 7			BUNDALL QLD 4217			
Whirlpool Washing Machine 7.5kg Top Load Model 6ALSQ8000MW Level 1	Plant and Machinery	23/06/11	The Good Guys 13 Upton Street BUNDALL QLD 4217	\$0.00	\$0.00	\$783.00
Simpson 5kg Dryer Reverse Tumb	Plant and Machinery	20/09/11	The Good Guys 13-15 Upton Street BUNDALL QLD 4217	\$0.00	\$0.00	\$400.00
4 kg Simpson dryer level 7	Plant and Machinery	21/11/11	The Good Guys 13-15 Upton Street BUNDALL QLD 4217	\$0.00	\$0.00	\$351.00
High Pressure Cleaner Karcher 20 kw 2030PSI K5670	Plant and Machinery	06/12/11	Bunnings Warehouse SOUTHPORT	\$0.00	\$0.00	\$675.00
Prolight backpack vac cleaner	Plant and Machinery	24/01/12	Total Supply Solutions 14 Northview Street MERMAID BEACH QLD 4218	\$0.00	\$0.00	\$320.85
8 channel digital amplifier For digital TV upgrade	Furniture & Fittings	07/02/12	Coastline Antenna Installation 2436 GC Hwy MERMAID BEACH QLD 4218	\$0.00	\$0.00	\$3,400.00
2 Clothes Dryers Lvl 3, Lvl 6	Plant and Machinery	23/03/12	Harvey Norman Commercial PO Box 560 ORMEAU QLD 4208	\$0.00	\$0.00	\$564.30
Cordless Vacuum Cleaner Floor Mac Scrubber/Polisher	Plant and Machinery	03/05/12	Godfreys	\$0.00	\$0.00	\$199.00
	Plant and Machinery	30/05/12	Total Supply Solutions 14 Northview Street MERMAID BEACH QLD 4218	\$0.00	\$0.00	\$999.00
Clothes dryer lvl 1 laundry	Plant and Machinery	02/07/12	Harvey Norman Commercial Qld PO Box 560 ORMEAU QLD 4208	\$0.00	\$0.00	\$301.40
Art Becalmed Ken Duncan Front Foyer	Furniture & Fittings	11/08/12	All About Art Shed 58 Market Street CARRARA QLD 4211	\$0.00	\$0.00	\$195.00
LG 8 KG Washing Machine- 8 fl	Plant and Machinery	09/08/13	Harvey Norman 29-45 Ashmore Road BUNDALL QLD 4217	\$0.00	\$0.00	\$683.00
Simpson 6Kg Dryer - 3 fl	Plant and Machinery	09/08/13	Harvery Norman 29-45 Ashmore road BUNDALL QLD 4217	\$0.00	\$0.00	\$394.00
Simpson Clothes Dryer Lvl 8	Plant and Machinery	25/02/14	Harvey Norman 29-45 Ashmore Road BUNDALL QLD 4217	\$0.00	\$0.00	\$364.00
3 x Umbrellas,bases,covers	Furniture & Fittings	28/02/14	Leisure Living Co Pty Ltd 97 Ashmore Road BUNDALL QLD 4217	\$0.00	\$0.00	\$850.00
Simpson Dryer Lvl 12	Plant and Machinery	16/06/14	Harvey Norman	\$469.00	\$0.00	\$469.00

Body corporate assets

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Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
6 KG Rotary 39S600m			BUNDALL QLD 4217			
Ryobi Electric Blower/Vac	Plant and Machinery	16/12/14	Bunnings SOUTHPORT QLD 4215	\$0.00	\$0.00	\$159.00
Sprinkler,hose/accessories	Plant and Machinery	16/12/14	Bunnings SOUTHPORT QLD 4215	\$0.00	\$0.00	\$236.83
Electrolux Tumble Dryer	Plant and Machinery	07/08/15	Harvey Norman 29/45 Ashmore Road BUNDALL QLD 4217	\$0.00	\$0.00	\$565.00
Washing Machine Level 6 Samsung Top Loader WA65F5S2URW 2 Year Protection Plan	Plant and Machinery	11/09/15	Masters Bundall	\$0.00	\$0.00	\$518.95
Samsung Washing Machine Lvl 7 laundry	Plant and Machinery	13/11/15	The Good Guys 13 - 15 Upton Street BUNDALL QLD 4217	\$0.00	\$0.00	\$666.00
Large wall art	Furniture & Fittings	30/08/16	Homeworld Helensvale	\$0.00	\$0.00	\$149.95
Sandstone umbrella	Furniture & Fittings	05/01/17	Leisure Living Co 97 Ashmore Road BUNDALL QLD 4217	\$0.00	\$0.00	\$339.00
Computer & Kit	Office Equipment	26/06/17	Dell Australia Pty Ltd U3 14 Aquatic Drive FRENCHS FOREST NSW 2086	\$0.00	\$0.00	\$998.49
Simpson 6.5 kg washing machine	Plant and Machinery	25/09/17	Harvey Norman BUNDALL QLD 4217	\$0.00	\$0.00	\$635.00
Simpson Dryer 4kg	Plant and Machinery	05/10/17	Harvey Norman Ashmore Road BUNDALL QLD 4217	\$0.00	\$0.00	\$394.00
Motorola phone	Office Equipment	26/10/17	Officeworks SOUTHPORT QLD 4215	\$0.00	\$0.00	\$270.00
Simpson 5.0kb Dryer	Plant and Machinery	10/08/18	Harvey Norman BUNDALL	\$0.00	\$0.00	\$488.00
Haier Washing Machine 6 KG Level 3 - Invoice SI04095411	Plant and Machinery	30/06/20	Appliances Online	\$0.00	\$0.00	\$484.00
Portable BBQTrolley	Plant and Machinery	16/11/20	appliances Online	\$0.00	\$0.00	\$179.00
Haier Washing Machine Sales Order - S0220431195	Plant and Machinery	01/12/20	The Good Guys	\$0.00	\$0.00	\$484.00
LAUNDRY DRYER	Plant and Machinery	15/01/21	APPLIANCES ONLINE	\$0.00	\$0.00	\$381.00
MOTOROLA G30 PHANTOM BLACK	Plant and Machinery	05/10/21	JB HI-FI	\$0.00	\$0.00	\$249.00
HeartSine 500P Wall Cabinet Bundle - First Aid	Plant and Machinery	09/03/22	First Aid Accident & Emergency Varsity Sports House 337 Christine Avenue VARSITY LAKES QLD 4220	\$0.00	\$0.00	\$2,099.00
Weber Baby @ BBQ	Furniture & Fittings	29/09/22	The Good Guys	\$0.00	\$0.00	\$331.00
Viomi Stick Vac	Plant and Machinery	17/12/22	Aldi	\$0.00	\$0.00	\$199.99
Blower Vac	Plant and Machinery	24/01/23	Bunnings Warehouse	\$0.00	\$0.00	\$219.00
Cordless Drill	Plant and Machinery	24/01/23	Bunning Warehouse	\$0.00	\$0.00	\$181.25

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Lawn Mower	Plant and Machinery	24/01/23	Bunnings Warehouse	\$0.00	\$0.00	\$399.00
Whipper Snipper	Plant and Machinery	09/02/23	Bunnings	\$0.00	\$0.00	\$159.00
Jet Blower Cordless	Plant and Machinery	21/10/23	Bunnings	\$0.00	\$0.00	\$149.00
High Performance Pool Pump	Plant and Machinery	25/11/23	Poolwerx	\$0.00	\$0.00	\$1,014.00
Esatto Washing Machine 7Kg	Plant and Machinery	14/02/24	Appliances Online	\$0.00	\$0.00	\$453.00
Westinghouse Dryer	Plant and Machinery	05/06/24	Appliances Online	\$0.00	\$0.00	\$397.00
Mobile Phone	Office Equipment	05/06/24	Skytree Phones	\$0.00	\$0.00	\$203.00
Whipper Snipper	Plant and Machinery	12/07/24	Bunnings	\$0.00	\$0.00	\$159.00

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, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Strata Community Insurance	QRSC15005876	40,111,680.00	48,260.98	28/09/26	\$1,000 all claims & as per policy \$2,500 water damage, burst pipes, storm & rainwater
PUBLIC LIABILITY Strata Community Insurance	QRSC15005876	20,000,000.00	Included	28/09/26	
COMMON AREA CONTENTS Strata Community Insurance	QRSC15005876	401,117.00	Included	28/09/26	
LOSS OF RENT Strata Community Insurance	QRSC15005876	6,016,752.00	Included	28/09/26	
FIDELITY GUARANTEE Strata Community Insurance	QRSC15005876	100,000.00	Included	28/09/26	
VOLUNTARY WORKERS Strata Community Insurance	QRSC15005876	200,000/2,000	Included	28/09/26	
OFFICE BEARERS Strata Community Insurance	QRSC15005876	1,000,000.00	Included	28/09/26	
MACHINERY BREAKDOWN Strata Community Insurance	QRSC15005876	100,000.00	Included	28/09/26	\$1,000 all claims
CATASTROPHE Strata Community Insurance	QRSC15005876	6,016,752.00	Included	28/09/26	
GOVERNMENT AUDIT COS Strata Community Insurance	QRSC15005876	25,000.00	Included	28/09/26	
WH&S APPEAL EXPENSES Strata Community Insurance	QRSC15005876	100,000.00	Included	28/09/26	

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
LEGAL EXPENSES Strata Community Insurance	QRSC15005876	50,000.00	Included	28/09/26	\$1,000 all claims & 10% contribution
LOT OWNERS IMPROVEME Strata Community Insurance	QRSC15005876	300,000.00	Included	28/09/26	
FLOATING FLOORS Strata Community Insurance	QRSC15005876	Insured	Included	28/09/26	
TERRORISM Strata Community Insurance	QRSC15005876	Insured	Included	28/09/26	

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?

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 - Name of caretaking service contractor engaged: Cameron Moir

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

Yes - Name of authorised letting agent: Cameron Moir

Embedded network electricity supply

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

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 Thomsen Strata Pty Ltd

Positions/s held Body Corporate Manager

Date 05/12/2025

Signature/s 

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

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Sargeant Strata P/L PO BOX 4549 ASHMORE QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/11/08 1 year 1 + 1 Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address WORMALD 2-4 Alex Fisher Drive ANDREWS QLD 4220 55076300	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address THYSSENKRUPP ELEVATORS 2/2 OLYMPIC CIRCUIT SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/10 5 years 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Sargeant Strata P/L PO BOX 4549 ASHMORE QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/11/08 1 year 1 + 1 Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address WORMALD PO BOX 2237 BURLEIGH MDC 4220	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address THYSSENKRUPP ELEVATORS 2/2 OLYMPIC CIRCUIT SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/10 5 years 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Kone	Details of Duties full refurbishment of mechanics and fininshed	Delegated Powers	Basis of Remuneration deposit and payments
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	22/11/02 till finished	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Sargeant Strata P/L PO BOX 4549 ASHMORE QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/11/11 1 year 1 + 1 Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address WORMALD 2-4 Alex Fisher Drive ANDREWS QLD 4220 55076300	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address THYSSENKRUPP ELEVATORS 2/2 OLYMPIC CIRCUIT SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/10 5 years 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5 Yr, 3 Yr 5 Mths Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Sargeant Strata P/L PO BOX 4549 ASHMORE QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/11/11 1 year 1 + 1 Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address WORMALD 2-4 Alex Fisher Drive ANDREWS QLD 4220 55076300	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address THYSSENKRUPP ELEVATORS 2/2 OLYMPIC CIRCUIT SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/10 5 years 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5 Yr, 3 Yr 5 Mths Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Sargeant Strata P/L PO BOX 4549 ASHMORE QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/11/11 1 year 1 + 1 Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address WORMALD 2-4 Alex Fisher Drive ANDREWS QLD 4220 55076300	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address THYSSENKRUPP ELEVATORS 2/2 OLYMPIC CIRCUIT SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/10 5 years 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5y, 3y5m, 4y6m Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Sargeant Strata P/L PO BOX 4549 ASHMORE QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/10/14 3 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address WORMALD 2-4 Alex Fisher Drive ANDREWS QLD 4220 55076300	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR 	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Kone Unit 1 11 Distribution Ave MOLINDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/15 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5y, 3y5m, 4y6m Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Sargeant Strata P/L PO BOX 4549 ASHMORE QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/10/14 3 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address WORMALD 2-4 Alex Fisher Drive ANDREWS QLD 4220 55076300	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR 	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Kone Unit 1 11 Distribution Ave MOLINDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/15 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address HOLIDAYS IN PARADISE P/L Unit 15 Panorama Tower 30 Watson Esplanade SURFERS PARADISE QLD 4217	Details of Duties CARETAKING	Delegated Powers BY=LAW ENFORCEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	15/11/04 5 YEARS 5y, 3y5m, 4y6m Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Bright & Duggan (QLD) Pty Ltd Suite 2 Level 1 193 Ferry Road SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/10/14 3 Years Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address WORMALD 2-4 Alex Fisher Drive ANDREWS QLD 4220 55076300	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/01 1 YEAR 	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address Kone Unit 1 11 Distribution Ave MOLINDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/15 5 years Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR 	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Kone Unit 1 11 Distribution Ave MOLINDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/15 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Steven Littlefield ATF The Littlefield Family Trust PO Box 7175 TOOWOON BAY NSW 2261	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/03/18 One year 2x1 year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Challenge Strata Management PO Box 8021 Gold Coast Mail Centre Bundall Qld 9726	Details of Duties Body corporate administration	Delegated Powers	Basis of Remuneration Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	07/12/17 1 year N Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR 	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Kone Unit 1 11 Distribution Ave MOLINDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/15 5 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Steven Littlefield ATF The Littlefield Family Trust PO Box 7175 TOOWOON BAY NSW 2261	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/03/18 One year 2x1 year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Challenge Strata Management PO Box 8021 Gold Coast Mail Centre Bundall Qld 9726	Details of Duties Body corporate administration	Delegated Powers	Basis of Remuneration Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	07/12/18 1 year N Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR 	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Kone Unit 1 11 Distribution Ave MOLINDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/20 1 year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Steven Littlefield ATF The Littlefield Family Trust PO Box 7175 TOOWOON BAY NSW 2261	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/03/18 One year 2x1 year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Orbitz Elevators 6 Goodyear Street SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/21 5 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address Steven Littlefield ATF The Littlefield Family Trust PO Box 7175 TOOWOON BAY NSW 2261	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/03/21 8 Months +1 year Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address AGL	Details of Duties	Delegated Powers	Basis of Remuneration 25% off DMO
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/20 2 years opt out at any time	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address Orbitz Elevators 6 Goodyear Street SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/21 5 Years Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Steven Littlefield ATF The Littlefield Family Trust PO Box 7175 TOOWOON BAY NSW 2261	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/03/21 8 Months +1 year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address AGL	Details of Duties	Delegated Powers	Basis of Remuneration 25% off DMO
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/20 2 years opt out at any time	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Orbitz Elevators 6 Goodyear Street SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/21 5 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Cameron Moir (Temporary)	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration \$2759.29 per fortnight
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	05/11/22 Temporary On Periodic Payment N	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Energy Australia Pty Ltd Locked Bag 14060 Melbourne VIC 8001	Details of Duties	Delegated Powers	Basis of Remuneration Billing based on usage
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/22 24 months	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Orbitz Elevators 6 Goodyear Street SOUTHPORT QLD 4215	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/21 5 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Cameron Moir	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration \$2910.00 per fortnight
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/12/23 One (1) Year On Periodic Payment Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Energy Australia Pty Ltd Locked Bag 14060 Melbourne VIC 8001	Details of Duties	Delegated Powers	Basis of Remuneration Billing based on usage
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/22 24 months	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address FCF PO Box 222 ALBANY CREEK QLD 4035	Details of Duties FIRE ALARM, FIRE EXTS. HOSE REELS, OUTLETS	Delegated Powers	Basis of Remuneration QRTLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/17 1 YEAR	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Kone Elevators Pty Ltd 1/11 Distribution Avenue MOLENDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/25 7 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

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PANORAMA TOWER CTS 14765

Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Cameron Moir	Details of Duties Caretaking/Letting	Delegated Powers	Basis of Remuneration \$2910.00 per fortnight
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/12/23 One (1) Year On Periodic Payment Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Origin Energy Holdings Ltd GPO Box 2951 SYDNEY NSW 2001	Details of Duties	Delegated Powers	Basis of Remuneration Billing based on usage
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/24 27 months	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Fire 2000 Pty Ltd PO Box 1819 Southport QLD 4215	Details of Duties Monthly inspect/testing fire equipment	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/10/21 1 YEAR month to month N	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Kone Elevators Pty Ltd 1/11 Distribution Avenue MOLENDINAR QLD 4214	Details of Duties	Delegated Powers	Basis of Remuneration quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/25 7 Years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Dorma 44 Harries Road COORPAROO QLD 4151	Details of Duties Automatic Door Servicing	Delegated Powers	Basis of Remuneration per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	23/05/12 12 months month to month Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Magic Door Industries	Details of Duties Maintenance of front carpark gates	Delegated Powers	Basis of Remuneration Annual
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/03/15 1 year month to month Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Cameron Moir	Details of Duties Caretaking	Delegated Powers	Basis of Remuneration \$2910.00 per fortnight
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/12/23 1 Y 2 x 1 Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	30/11/26
Contractor Name and Address Origin Energy Holdings Ltd GPO Box 2951 SYDNEY NSW 2001	Details of Duties	Delegated Powers	Basis of Remuneration Billing based on usage
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/07/24 27 months	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Thomsen Strata Pty Ltd 3/54 Siganto Drive Helensvael QLD 4212	Details of Duties Administration	Delegated Powers	Basis of Remuneration Monthly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/12/25 One (1) Year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	30/11/26

CONTRACTS REGISTER

PANORAMA TOWER CTS 14765

Contractor Name and Address Cameron Moir	Details of Duties Letting services	Delegated Powers	Basis of Remuneration 0
Commencement Date	01/12/23	Termination Date	30/11/26
Term of Contract	1	Finance	
Options	Y 2 x 1	Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

722933678
EL 470 \$109.31
06/12/2023 15:56:04

Calling Number

Duty Imprint

OFFICE USE ONLY

This form is authorised by legislation and is available in electronic records. For more information see the Department's website.

- | | | |
|---|---|----------------------------|
| 1. Nature of request
Request to record New Community Management Statement for Panorama Tower Community Titles Scheme 14765 | Lodger (Name, address, email & phone number)
MBA Lawyers
PO Box 3516
Robina Town Centre QLD 4226
E-mail: info@mba-lawyers.com.au
Tel: 07 5539 9688 Ref: 2206321 | Lodger Code
GC38 |
| 2. Lot on Plan Description
Common Property of Panorama Tower Community Titles Scheme 14765 | Title Reference
19200295 | |
| 3. Registered Proprietor/State Lessee
Body Corporate for Panorama Tower Community Titles Scheme 14765 | | |
| 4. Interest
Fee Simple | | |
| 5. Applicant
Body Corporate for Panorama Tower Community Titles Scheme 14765 | | |
| 6. Request
I hereby request that the New Community Management Statement deposited herewith which amends Schedule C - By-laws of the existing Community Management Statement be recorded as the Community Management Statement for Panorama Tower Community Titles Scheme 14765. | | |
| 7. Execution by applicant | | |

06/12/2023
Execution Date

Isabella Clements

Applicant's or Solicitor's Signature

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

14765

This statement incorporates and must include the following:

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

- 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

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Panorama Tower Community Title Scheme 14765	2. Regulation module Standard Module
3. Name of body corporate Body Corporate for Panorama Tower Community Title Scheme 14765	
4. Scheme land Lot on Plan Description SEE ENLARGED PANEL	Title Reference
5. *Name and address of original owner Not Applicable	6. Reference to plan lodged with this statement Not Applicable
7. Local Government community management statement notation Not applicable pursuant to Section 60 (6) of the Body Corporate and Community Management Act 1997.	
8. Execution by original owner/Consent of body corporate	

Execution Date
05/12/2023

Execution Date
05/12/2023



[Signature]
Committee Member
*Body corporate to execute for a new community management statement
Paula McLeish

[Signature]
Chairperson/Secretary
*Body corporate to execute for a new community management statement
Krisne Baird

4. Scheme Land

Description of Lot	Title Reference
Common Property for Panorama Tower CTS 14765	19200295
Lot 1B in BRP900	14928002
Lot 2 in BUP295	14194154
Lot 3 in BUP295	14194155
Lot 4 in BUP295	14668206
Lot 5 in BUP295	14194157
Lot 6 in BUP295	14194158
Lot 7 in BUP295	14194159
Lot 8 in BUP295	14194160
Lot 9 in BUP295	14194161
Lot 10 in BUP295	14194162
Lot 11 in BUP295	14194163
Lot 12 in BUP295	14194164
Lot 13 in BUP295	14901205
Lot 14 in BUP295	15101001
Lot 15 in BUP295	14194167
Lot 16 in BUP295	14194168
Lot 17 in BUP295	14194169
Lot 18 in BUP295	14194170
Lot 19 in BUP295	14194171
Lot 20 in BUP295	14194172
Lot 21 in BUP295	14194173
Lot 22 in BUP295	14194174
Lot 23 in BUP295	14194175
Lot 24 in BUP295	14194176
Lot 25 in BUP295	14194177
Lot 26 in BUP295	14194178
Lot 27 in BUP295	14194179
Lot 28 in BUP295	14194180
Lot 29 in BUP295	14194181
Lot 30 in BUP295	14194182
Lot 31 in BUP295	14194183
Lot 32 in BUP295	14194184
Lot 33 in BUP295	15082137
Lot 34 in BUP295	14194186
Lot 35 in BUP295	14194187
Lot 36 in BUP295	14194188
Lot 37 in BUP295	14194189
Lot 38 in BUP295	14194190
Lot 39 in BUP295	14194191
Lot 40 in BUP295	14194192

Title Reference 19200295

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Lot 41 in BUP295	14194193
Lot 42 in BUP295	14194194
Lot 43 in BUP295	14194195
Lot 44 in BUP295	14194196
Lot 45 in BUP295	14194197
Lot 46 in BUP295	14194198
Lot 47 in BUP295	14194199
Lot 48 in BUP295	14194200
Lot 49 in BUP295	14194201
Lot 50 in BUP295	14194202
Lot 51 in BUP295	14194203
Lot 52 in BUP295	14194204
Lot 53 in BUP295	14194205
Lot 54 in BUP295	14194206
Lot 55 in BUP295	14194207
Lot 58 in BUP295	14194210
Lot 59 in BUP295	14194211
Lot 60 in BPA11159	18190177
Lot 60 in BPA105557	50167084

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1B in BRP900	138	138
Lot 2 in BUP295	135	135
Lot 3 in BUP295	199	199
Lot 4 in BUP295	140	140
Lot 5 in BUP295	140	140
Lot 6 in BUP295	199	199
Lot 7 in BUP295	207	207
Lot 8 in BUP295	145	145
Lot 9 in BUP295	145	145
Lot 10 in BUP295	207	207
Lot 11 in BUP295	211	211
Lot 12 in BUP295	151	151
Lot 13 in BUP295	151	151
Lot 14 in BUP295	211	211
Lot 15 in BUP295	215	215
Lot 16 in BUP295	155	155
Lot 17 in BUP295	155	155
Lot 18 in BUP295	215	215
Lot 19 in BUP295	219	219
Lot 20 in BUP295	159	159
Lot 21 in BUP295	159	159
Lot 22 in BUP295	219	219
Lot 23 in BUP295	223	223
Lot 24 in BUP295	163	163
Lot 25 in BUP295	163	163
Lot 26 in BUP295	223	223
Lot 27 in BUP295	227	227
Lot 28 in BUP295	167	167
Lot 29 in BUP295	167	167
Lot 30 in BUP295	227	227
Lot 31 in BUP295	231	231
Lot 32 in BUP295	171	171
Lot 33 in BUP295	171	171
Lot 34 in BUP295	231	231
Lot 35 in BUP295	235	235
Lot 36 in BUP295	175	175
Lot 37 in BUP295	175	175
Lot 38 in BUP295	235	235
Lot 39 in BUP295	239	239
Lot 40 in BUP295	179	179
Lot 41 in BUP295	179	179

Lot 42 in BUP295	239	239
Lot 43 in BUP295	243	243
Lot 44 in BUP295	183	183
Lot 45 in BUP295	183	183
Lot 46 in BUP295	243	243
Lot 47 in BUP295	247	247
Lot 48 in BUP295	187	187
Lot 49 in BUP295	187	187
Lot 50 in BUP295	247	247
Lot 51 in BUP295	251	251
Lot 52 in BUP295	382	382
Lot 53 in BUP295	251	251
Lot 54 in BUP295	253	253
Lot 55 in BUP295	195	195
Lot 58 in BUP295	500	500
Lot 59 in BUP295	350	350
Lot 60 in BPA11159	192	192
Lot 60 in BPA105557	448	448
TOTALS	12,437	12,437

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

N/A

SCHEDULE C BY-LAWS

1. **Definitions**

1.1 **Dictionary**

- Act** means the *Body Corporate and Community Management Act 1997 (Qld)*.
- Body Corporate** has the same meaning as in the Act.
- Body Corporate Manager** means the person engaged by the Body Corporate at general meeting to provide administrative services to the Body Corporate.
- Building Manager** means the caretaking service contractor as engaged by the Body Corporate from time to time to manage the Common Property.
- Committee** means the Committee of the Body Corporate appointed pursuant to the Act.
- Committee's Representative**

		means a member of the Committee appointed from time to time for the purpose of representing the Committee.
Commissioner		has the same meaning as in the Act.
Common Property		has the same meaning as in the Act.
Communal Laundries		means the laundry areas that are available for all owners and occupiers to use.
Improvements		means pergolas, walls, windows, garage roller doors, doors, security screens, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot.
Invitee		means any person on the Scheme Land with the permission or authority of an Owner or Occupier.
Local Council		means the City of the Gold Coast Council.
Lot		means a lot in the Scheme.
Occupier		means the legal occupant or resident of a Lot (including, without limitation, a tenant and a licensee).
Owner		has the same meaning as in the Act.
Recreation Areas		means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities including the pool, lido deck, communal showers and toilets.
Scheme		Means Panorama Tower CTS 14765.
Scheme Land		has the same meaning as in the Act.
Security Access Device		means any device used for the security of the Scheme including but not limited to keys, fobs, access codes.
Service Providers		means any external contractors or tradespersons engaged by the Body Corporate to carry out and perform any required work or services on the Scheme land.
Standard Module		

means the *Body Corporate and Community Management (Standard Module) Regulation 2020*.

Vehicle

means any form of transportation including a car, panel van, motorcycle, Segway, hovercraft, caravans, mobile homes, skateboard, rollerblades and bicycles.

Covering

means curtain, blind or roller shade.

1.2 Rules for Interpretation

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

- (a) words denoting any gender include all genders;
- (b) the singular number includes the plural and vice versa;
- (c) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors;
- (d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- (e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- (f) references to any legislation includes any legislation which amends or replaces that legislation;
- (g) headings are included for convenience only and will not affect the interpretation of these by-laws;
- (h) a reference to anything includes the whole or each part of it, and
- (i) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. Noise and Nuisance

2.1 Owners and Occupiers must not engage in any noxious or offensive trade or activity upon the Scheme Land or in any Lot nor may anything be done thereon which may be or may become an annoyance or nuisance to the Scheme or which may be likely to interfere with the peaceful enjoyment of Occupiers of other Lots or any other person lawfully using the Common Property. In particular, and without limiting the generality of the foregoing, Owners and Occupiers must ensure that:

- (a) loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for its intended purpose) noisy or smoking Vehicles, large power equipment or large power tools or unlicensed off-road motor Vehicles are not located, used or placed on any portion of the Scheme Land or exposed to the view of other Owners and Occupiers without the prior written consent of the Body Corporate;
- (b) items which may unreasonably interfere with television or radio reception of any Lot are not located, used or placed on any portion of the Scheme Land or exposed to the view of other Owners and Occupiers without the prior written consent of the Body Corporate;
- (c) all musical instruments, wirelesses, radiograms, television sets, stereos and the like will be controlled so that the sound arising from such devices is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (d) invitees leaving after 9.00pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours;
- (e) there is no feeding of birds or other wildlife;
- (f) any cooking (including with the use of a barbecue) does not pose a hazard or safety risk, or unreasonably interfere with the health or peaceful use and enjoyment of another Owner or Occupier;

- (g) In the event of any unavoidable noise in a Lot at any time the Owner or Occupier thereof will take all practical means to minimise annoyance to other Owners and Occupiers by closing all doors, windows and curtains in their Lot and also take such further steps as may be within their power for the same purpose;
 - (h) any rubbish (including, without limitation, bottles, cigarette ash and cigarette butts) object, or substance is not thrown from or permitted to fall from a Lot's balcony;
 - (i) no washing of the balconies occurs outside of the nominated balcony wash down day in such a way that would allow water to fall over the edge of the balcony; and
 - (j) no watering of plants in such a way that would allow water to fall over the edge of the balcony.
- 2.2 Owners and Occupiers must not vape, smoke, or permit the smoking of, a tobacco product or any other substance on a Lot if it:
- (a) causes a nuisance or hazard;
 - (b) is illegal;
 - (c) interferes unreasonably with the use or enjoyment of another Lot; or
 - (d) interferes unreasonably with the use or enjoyment of the Common Property area by a person who is lawfully on the Common Property.
- 2.3 Owners, Occupiers and Invitees must not vape, smoke, or permit the smoking of, a tobacco product or any other substance or consume or permit the consumption of alcohol on Common Property with the exception of the Lido Deck area.
3. **Vehicles and Parking**
- 3.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (b) permit an Invitee to park a vehicle, or allow a vehicle to stand, on the Common Property.
- 3.2 An Owner or Occupier must not allow a Vehicle to leak oil, grease, brake fluid or other fluids onto Common Property.
- 3.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the owner/occupier.
4. **Communication with, and conduct towards, the Committee, the Body Corporate Manager, Owners, Occupiers and other Service Providers**
- 4.1 Owners and Occupiers must behave courteously towards the Committee, the Body Corporate manager, other Owners, Occupiers, the service providers and all Invitees.
- 4.2 Owners and Occupiers must not use threatening, intimidating, derogatory or defamatory language or display violent or inappropriate behaviour towards the Committee, the Body Corporate manager, other Owners, Occupiers, the service providers or Invitees.
- 4.3 Owners or Occupiers must take all reasonable steps to ensure that their servants, employees, agents, children, and all other Invitees behave courteously and not use threatening, intimidating, derogatory or defamatory language or display violent or inappropriate behaviour towards the Committee, the Body Corporate manager, other Owners, Occupiers, the service providers and Invitees.
- 4.4 Owners and Occupiers will ensure that their communication with the Body Corporate Committee and with the Body Corporate Manager is sent in accordance with the following:
- (a) written communication will only be sent by email to Body Corporate Committee members personally or to the Body Corporate Manager, or by pre-paid post at the address of the Body Corporate Manager if it is requested or the Body Corporate Committee or Body Corporate Manager invites this mode of written communication;
 - (b) a maximum of two pieces of written communication may be sent per week, unless the Body Corporate Committee or Body Corporate Manager invites additional written communication;
 - (c) any item of written communication will be limited to a maximum of 2 pages in length containing a maximum of 1,000 words;
 - (d) verbal communications will only be made by telephone to the Body Corporate Manager if the Body Corporate Committee or the Body Corporate Manager expressly invites verbal communication;
 - (e) written and verbal communication with the Body Corporate Committee or Body Corporate Manager must at all times be courteous and not abusive or offensive;

- (f) the Body Corporate Manager and Body Corporate Committee is permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;
 - (g) the Body Corporate Manager and Body Corporate Committee are not required to acknowledge receipt of any written communication;
 - (h) the Body Corporate Manager and Body Corporate Committee must act reasonably in determining whether any communication requires a response, including considering whether the communication repeats matters addressed in previous communications; and
 - (i) Owners and Occupiers must not use threatening, intimidating, derogatory or defamatory language in their communication with, or display inappropriate behaviour towards, the Body Corporate Manager or any Body Corporate Committee member.
- 4.5 Owners and Occupiers will ensure that their communication with the Building Manager is made initially by text message to the number as advised by the Body Corporate from time to time outlining the nature of the matter. Text messages to the Building Manager must only be sent:
- (a) between the hours of 7:30am and 4:30pm Monday to Friday and between 8:00am and 9:00am on weekends and public holidays except in the case of an urgent matter such as water leak, power outage, lift outage, electric door or gate failure, security issues and breaches of By-Laws;
 - (b) in the event of an urgent matter occurring after hours, a text message outlining the nature of the matter must be used as the initial contact; and
 - (c) after first calling emergency services in the event of fire, crimes being committed or medical emergencies.
5. **Moving in/Moving Out**
- 5.1 Owners must give notice in writing to the Body Corporate seven (7) days prior to the Owner or Occupier moving in or moving out of the Lot.
- 5.2 Owners and Occupiers moving in or out of a Lot must:
- (a) ensure that any instructions provided by the Body Corporate are adhered to;
 - (b) at all times ensure that work, health and safety laws are complied with;
 - (c) ensure that furniture is not moved before 7.30 am and after 6.00 pm, Monday to Friday, before 7.30am and after 5.00pm on Saturday and before 9.00am and after 4.00pm on Sunday or public holidays; and
 - (d) direct and ensure that delivery/removal truck/s do not obstruct Vehicles from entering or leaving Common Property.
6. **Obstruction**
- 6.1 An Owner or Occupier of a lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular lot.
7. **Depositing Rubbish, etc on Common Property**
- 7.1 An Owner or Occupier must not deposit, throw or place upon the Common Property any rubbish, dirt, dust of other material likely to interfere with the peaceful enjoyment of a person lawfully using the Common Property or a Lot.
- 7.2 An Owner or Occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door or balcony of his lot.
- 7.3 White goods, electronic goods or household furniture or effects must not be left on any Common Property area, including the bin area. The Owner or Occupier is responsible for disposing of such items at their own expense.
8. **Garbage Disposal**
- 8.1 All Owners and Occupiers must:
- (a) comply with all Local Council laws and ordinances about disposal of garbage;
 - (b) place all general household rubbish in the designated garbage receptacle;
 - (c) place all recyclable items including, without limitation, glass and plastic bottles, in the recycling bin;
 - (d) not overfill the garbage receptacles;
 - (e) ensure that in disposing of garbage, the sanitation, health and comfort of others is not adversely affected.

9. Common Property Gardens and Laws**9.1 Owners and Occupiers must not:**

- (a) cut, trim, damage, remove or destroy any tree, shrub, plant, flower, lawn or other growing thing on Common Property.
- (b) interfere with the operation of any Common Property irrigation system; or
- (c) use any portion of the Common Property as a garden for their own purposes, except with the consent in writing of the Body Corporate *which must state the period for which such consent is given;*
- (d) However, the body corporate may cancel the approval by giving seven (7) days' written notice to the Owner or Occupier.

10. Damage to Common Property

10.1 Owners and Occupiers must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the consent in writing of the Body Corporate.

11. Observance of these By-Laws

11.1 The duties and obligations imposed by these by-laws must be observed by all Owners and Occupiers and their guests, contractors, employees, agents, children, and all other Invitees and licensees. All Owners or Occupiers must take all reasonable steps to ensure that his/her Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

11.2 The Owner of a Lot, which is the subject of a lease or licence agreement, must take all reasonable steps, including any action available to the Owner under the terms of the lease or licence agreement, to ensure that the said Occupier/s of the Lot or their Invitees comply with the provision of these by-laws.

11.3 The Owner of a Lot must ensure that a copy of these by-laws (or a précis thereof approved by the Body Corporate Committee) is exhibited in a prominent place in any Lot made available for letting.

11.4 Owners and Occupiers undertaking any maintenance or alterations to their Lot must provide a copy of those by-laws applicable to the scope of work to contractors, agents or any other Invitees engaged or involved in performing the maintenance or alterations.

11.5 When selling a Lot, the Owner must provide their agent with a copy of these by-laws.

11.6 The Body Corporate has a Zero Tolerance Policy to promote an amicable and secure community environment for the peaceful enjoyment of all Occupiers. These By-Laws impose duties on Occupiers to ensure that no conduct interferes with the peaceful enjoyment of others. Dysfunctional behaviour which includes but is not limited to excessive noise, aggression, bullying, discourtesy, discrimination, harassment, intimidation, offensive language, threats and vandalism will not be tolerated.

12. Common Property and Statutory Authority Services

12.1 Owners and Occupiers must give the Body Corporate immediate notice of any problem or fault with any utility infrastructure (including, without limitation, water and electrical installation) on the Owner's or Occupier's Lot.

12.2 The Body Corporate may at any time, if it reasonably considers that damage may be caused to the Common Property or any other Lot due to an activity on a Lot, require an Owner or Occupier to stop the activity by giving notice to the Owner or Occupier. Upon receipt of such a notice the Owner or Occupier must cease such activity immediately until further notice is received.

13. Antennae

13.1 No television, radio or other electrical antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot, outside the Lot or on the Common Property unless and until the same has been approved in writing by the Body Corporate Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

14. Alterations to Lot

14.1 An Owner or Occupier must not, without the consent in writing of the Body Corporate, make, undertake or permit to be made or undertaken:

- (a) any work which alters the external appearance of the Lot;
- (b) any structural alteration to the Lot;
- (c) any alteration to water or electrical installation;

- (d) any laying or relaying of flooring, including without limitation tiling and decking, outside the Lot;
 - (e) any painting or affixing of signs, advertisements, notices or posters to or on any part of a Lot which is visible outside the Lot;
 - (f) any installation of external blinds; or
 - (g) any installation of insect screens or shutters on doors or windows which are visible from outside the Lot.
- 14.2 Prior to seeking approval from the Body Corporate for any alteration or addition to the Lot of the kind described in this section, the Owner seeking consent must supply details to the Body Corporate Committee of the proposed renovation which must include:
- (a) detailed plans of the proposed changes and detailed engineering plans and, if requested by the Body Corporate Committee, any relevant certification;
 - (b) detailed description of the proposed renovations, for example, plumbing, cables and wiring, flooring, installing air conditioning and alike;
 - (c) all relevant local authority approvals;
 - (d) all contractors' names, registration, licences and insurance details for each contractor performing the proposed work;
 - (e) copy of the certificate of currency of insurance from all tradesmen performing the work;
 - (f) expected commencement and completion dates for proposed works;
 - (g) if the proposed work includes alterations to the original layout, or structural alterations of any kind, then the Owner must provide a certificate from a registered structural engineer, independent of the Owner and approved by the Body Corporate Committee, in favour of the Body Corporate, certifying that the works will not affect the structural integrity of the building; and
 - (h) any additional information reasonably requested by the Body Corporate Committee.
- 14.3 Prior to seeking approval from the Body Corporate for any laying or relaying of balcony flooring under by-law 14.1(d) the Owner seeking consent must supply details of the work to the Body Corporate Committee. The details of the proposed work must include:
- (a) a written undertaking from the Owner that the existing exterior flooring and any under laying screed or bedding will be completely removed prior to the laying of any new flooring;
 - (b) a written undertaking from the Owner that the new tiles or flooring will be aligned with the existing balcony drainage to allow for water runoff;
 - (c) all contractors' names, registration, licences and insurance details for each contractor performing the proposed work;
 - (d) detailed description of the type, colour, composite material, slip rating and thickness of the proposed flooring; and
 - (e) any additional information reasonably requested by the Body Corporate Committee.
- 14.4 Owners must ensure that any proposed exterior flooring, eg tiles, on balconies or other areas outside the Lot are in keeping with the tones and aesthetic of the building so as to present a uniform appearance when viewed from outside Scheme Land or from the Common Property.
- 14.5 Prior to seeking approval from the Body Corporate for any laying or relaying of bathroom tiles, the Owner seeking consent must supply details of the work to the Body Corporate Committee. The details of the proposed work must include:
- (a) a written undertaking from the Owner that the existing floor and shower recess tiles and any under laying screed or bedding will be completely removed prior to the laying of any tiles;
 - (b) a written undertaking from the Owner that the new tiles or flooring will be aligned with the original bathroom drainage to allow for water runoff;
 - (c) a written undertaking that the bathroom floor waste will not be tiled over;
 - (d) a written undertaking that plumbing inspection points will remain accessible.

- (e) all contractors' names, registration, licences and insurance details for each contractor performing the proposed work;
 - (f) detailed description of the type, brand and category of waterproofing membrane that will be applied prior to the laying of the new tiles to bathroom floors, to the full height of the shower recess and above the bath;
 - (g) written certificate from a Queensland qualified water-proofer that the surface preparation and waterproofing material proposed to be installed on the Lot fully complies with all relevant Building Codes and completely prevents moisture penetration;
 - (h) detailed description of the type, composite material, slip rating and thickness of the proposed flooring; and
 - (i) any additional information reasonably requested by the Body Corporate Committee.
- 14.6 The Owner seeking consent to carry out any work of the kind described in by-law 14.1 if requested, must enter into a deed for the purpose of indemnifying the Body Corporate in respect of any costs incurred by the Body Corporate as a result of and incidental to the request for approval, the carrying out of the work and/or installation.
- 14.7 When undertaking any work itemised in by-law 14.1 and following receipt of approval from the Body Corporate, the Owner must:
- (a) give notice in writing to the Body Corporate seven (7) days prior to commencing the work so that Owners and Occupiers may be informed;
 - (b) provide one (1) business day's notice to the Body Corporate prior to any material being moved through any Common Property area;
 - (c) advise and ensure that all contractors or other Invitees engaged to undertake any work first contact the Body Corporate upon arriving on Scheme Land;
 - (d) at all times ensure that Work, Health and Safety laws are complied with including:
 - i. preparation of safety documentation such as a "Work Method Statement" (WHS) for any high-risk work and the WHS must be signed and dated by each contractor/s undertaking the work;
 - ii. implementation of adequate processes and procedures for the management and reduction of any risk associated with the proposed work; and
 - iii. holding adequate public liability insurance and if applicable, workers compensation insurance and provide to the Body Corporate Committee proof of a Public Liability Policy on request.
 - (e) Ensure that all work is carried out solely by qualified and appropriately insured contractors whose details have been provided to the Body Corporate Committee in accordance with by-law 14.2, 14.3 and/or by-law 14.5, as applicable;
 - (f) ensure all activities involving noise and/or vibration by way of, for example, filing, grinding or jackhammering is concentrated into as short a time as possible. For the avoidance of doubt, activities involving noise and/or vibration will not be permitted or approved by the Body Corporate Committee outside the hours of 8.30 am to 3.30 pm Monday to Friday;
 - (g) direct and ensure that all trade waste associated with any renovation work is removed from Scheme Land by the contractor concerned and that the Body Corporate rubbish bins or trolleys are not used;
 - (h) ensure that no building work or trade work is performed before 7.00am and after 5.00pm, Monday to Friday at no time on weekends or public holidays;
 - (i) ensure that building materials are only delivered or removed from the Lot between the hours of 8.00am and 4.00pm, Monday to Friday. No deliveries or removals are permitted on weekends or public holidays;
 - (j) direct contractors and their employees not to park their Vehicles on Common Property unless approval is first obtained from the Body Corporate;
 - (k) ensure that the operation of all fire safety equipment in the Lot is not impeded in any way by the Lot renovations or alteration and, if requested by the Body Corporate Committee, the Owner will at the conclusion of the works provide a fire safety inspection to the Body Corporate a fire safety inspection certificate;
 - (l) ensure that the work will be conducted in accordance with the Australian Building Codes Board, National Construction Code, relevant Australian Standards, all relevant laws and regulations, codes of practice and the Body Corporate by-laws;

- (m) ensure that the work does not interfere with the fire protection services without the prior approval of the building fire services provider. This requirement includes certified fire rate doors and all changes to layout and ceiling heights;
 - (n) ensure that if asbestos is found during the construction of the alteration it is dealt with in accordance with current legislation;
 - (o) ensure that all plumbing inspection points remain easily accessible;
 - (p) ensure that adequate protection is used for the foyers and lift flooring and walls and that the stairwells, foyers and carpets are kept in a clean state during the works; and
 - (q) allow person/s nominated by the Committee to inspect the works within fourteen (14) days of completion of the works, and if the Committee detects issues upon inspection, the Owner must take reasonable steps to rectify the defects identified as soon as possible.
- 14.8 Following completion of any alteration or addition to a Lot of the kind described in by-law 14.1 (a), (b), (c) or (d), the Owner or Occupier must have the work inspected and approved by a qualified builder or, where applicable, a duly qualified water-proofer. A copy of a duly completed certificate of approval must be provided to the Body Corporate Committee within seven (7) days of completion.
- 14.9 The Owner accepts all risk and responsibility for any injury caused or suffered by contractors or other Invitees engaged by the Owner while on Scheme Land.
- 14.10 If required to do so by the Body Corporate Committee, the Owner will enter into a renovation agreement in writing prior to commencement of the renovation. The renovation agreement may include the following:
- (a) what works and renovations have been agreed to by the Body Corporate Committee;
 - (b) when the works will be carried out;
 - (c) agreed contractors;
 - (d) any conditions on the consent; and
 - (e) the Owner's obligations regarding Common Property.
15. **Window or Sliding Door Coverings**
- 15.1 An Owner or Occupier must not install, renovate or replace window or sliding door Coverings visible from outside the Lot unless those Coverings have a plain white or cream backing and present a uniform appearance when viewed from outside the building.
16. **Appearance of a Lot**
- 16.1 An Owner or Occupier will not hang any washing, towel, bedding, clothing or other article or affix or display any sign, advertisement, placard, banner, pamphlet or like matter or decorative screens, artificial plants or similar or affix a clothesline on the Common Property or on any part of the Lot in such a way as to be visible from another Lot, the Common Property or outside Scheme Land, except with the consent in writing of the Body Corporate.
- 16.2 An Owner or Occupier will not tint glass doors or windows leading onto balconies except with the consent in writing of the Body Corporate.
- 16.3 An Owner or Occupier will not install any vertical garden or external air conditioner compressor unit to a balcony wall or affix or hang any items to the balustrade.
- 16.4 An Owner or Occupier must not install or replace a balcony light fitting unless the fitting is a round white oyster or bunker light with an IP rating suitable for outdoor use.
17. **Structural Matters**
- 17.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. Such approval may be granted with or without reasonable conditions. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the proprietor of a Lot shall comply with all such requests.
- 17.2 An Owner or Occupier must not do anything to affect the structural integrity of the buildings on the Scheme Land. In particular an Owner or Occupier must not place items (such as pots or furniture) on any balcony or terrace where the total weight of such items exceeds 250 kg without prior consent of the Committee which must not be unreasonably withheld or delayed. In granting consent, the Committee may require the Owner or Occupier to obtain an engineer's certificate stating that there will be no impact on the structural integrity of the building.
18. **Maintenance**

- 18.1 An Owner or Occupier of a Lot must:
- (a) maintain in good condition and repair any improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) promptly and in a good, workmanlike manner;
 - (b) not place, insert, sweep or deposit rubbish, substances, materials or hazardous chemicals in any internal or external waste pipes or drains located on Scheme Land or Lots;
 - (c) must not use excessive water to clean the tiled and/or floored areas internally or externally;
 - (d) not install any external blinds or screens (including security and fly screens) on balcony doors or windows without the Body Corporate Committee's written approval;
 - (e) maintain their Lot in a clean and sanitary condition and take all practical steps to prevent infestation by vermin and/or insects; and
 - (f) advise the Body Corporate of any infestation by vermin and/or insects in his/her Lot.
- 18.2 Without limiting the generality of by-law 18.1(a), Owners and Occupiers must in particular ensure that:
- (a) the Body Corporate is immediately informed of any broken or cracked windows or balcony glass sliding doors in their respective Lot;
 - (b) broken or cracked balcony glass sliding doors are promptly replaced in their respective Lot with glass of the same colour as originally installed;
 - (c) all replacement windows or balcony glass sliding doors must comply with the following:
 - i. all new windows and doors must be proprietary suites and comply with AS2047-2014 "Windows and external glazed doors in buildings"; and
 - ii. All new windows and doors will have a minimum of 600 Pascal water penetration resistance.
 - (d) the internal surface, tracks and rollers of all exterior windows in a Lot and any glass sliding doors are maintained in a clean state.
- 18.3 Any blinds or screens permitted under by-law 18.1(d) must be constructed in a good, workmanlike manner and maintained in a state of good and serviceable repair by the Owner. It must not detract from the aesthetics of Scheme Land.
- 18.4 An Owner or Occupier of a Lot affected by vermin and/or insect infestation must implement all eradication and control measures reasonably proposed by Body Corporate.
- 18.5 An Owner or Occupier must ensure that all water taps on the Lot are properly turned off and any water leaks are promptly repaired.
- 18.6 The Body Corporate Committee may give written notice to an Owner or Occupier of a Lot requiring that:
- (a) the respective Lot or any Improvements constructed or installed on the Lot be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof of any improvements on the Lot);
 - (b) the obligations under by-law 18.1 be complied with; and
 - (c) if such notice has not been complied with to the reasonable satisfaction of the Body Corporate Committee within 14 days of the date of that notice, the Body Corporate Committee may, in its absolute discretion, cause the Lot or any improvements to be put in a state of good repair.
- 18.7 An Owner or Occupier of a Lot will allow the Body Corporate Committee and the servants and contractors of the Body Corporate access to the Lot and the improvements at all reasonable times for the purpose of inspection and carrying out works under this by-law 18 provided that the Body Corporate Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and improvements and carry out works under this by-law.
- 18.8 The Body Corporate may nominate a balcony wash down day, which may change from time to time. Owners and occupiers will be notified of the wash down day and must remove any items from their balcony that may be damaged during the wash down.
19. **Apparatus**
- 19.1 An Owner or Occupier of a Lot will see that all water taps on his Lot are properly turned off after use.
- 19.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed, and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
20. **Fire safety doors**
- 20.1 An Owner or Occupier of a Lot must not:

- (a) modify, add or vary a fire safety door or door surrounds;
- (b) attach, nail or screw any item to a fire safety door;
- (c) fit a security or fly screen to a fire safety door; or
- (d) allow a fire safety door to remain open for any period of time by way of, for example, a doorstop, chock or catch.

21. Lighting and Heating of Lots

21.1 The Owner or Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

22. Storage of Flammable Liquids etc.

22.1 An Owner or Occupier of a Lot must not use or store upon his Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

23. Storage of Flammable Materials etc.

23.1 An Owner or Occupier must not, except with the consent in writing of the Body Corporate, use or store upon a Lot or upon Common Property, any hazardous or poisonous substances or flammable chemicals, liquids, fuel, gases, gas bottles or materials, other than substances, chemicals, liquids, material or gases used for domestic purposes only.

23.2 An Owner or Occupier must not bring to, do or keep anything in the Lot or upon the common property which may increase the premiums payable for the Body Corporate's Insurances nor which may be contrary to the terms of any policy of insurance maintained from time to time by the Body Corporate or which may be contrary to any Act, Regulation or By-Law of a Federal, State or Local Authority or other semi-Governmental Authority.

24. Keeping Animals

24.1 The occupier of a lot must obtain Body Corporate approval before bringing an animal into a lot or on Common Property, including Exclusive Use Areas.

24.2 Upon making a formal application for approval the occupier must provide the following details to the Committee:

- (a) Name, age, breed;
- (b) A full colour photo;
- (c) Vaccination certificates from the vet;
- (d) Council Registration Notice (Gold Coast City Council);
- (e) Written confirmation from the vet that the animal has de-sexed; and
- (f) Micro-chip Identification Form.

24.3 Approval under by-law 24.1 will not be granted where the animal is a large animal which exceeds 10kg when fully grown.

24.4 Should approval be granted the occupier must ensure that (where required):

- (a) The animal must be kept clean, quiet and controlled at all times;
- (b) The animal must at all times wear an identification tag which includes the animals name, the pet owners best contact number and lot number. Further, the animal must at all times wear the Gold Coast City Council tag.
- (c) The animal must not traverse upon the Common Property except if in the company of a human person and only for the purpose of ingress to and egress from the complex.
- (d) The animal must be carried, or kept restrained in an enclosed animal carrier (including a carrier with wheels), when it is upon the Common Property.

- (e) Any fouling by the animal on Common Property or the Lot must be cleaned immediately by ensuring that any waste is double bagged and dispensed of without using the garage chute.
 - (f) The pet owner indemnifies the Body Corporate from all claims arising out of the animal being kept in the Lot or upon Common Property.
 - (g) The pet owner must ensure that it complies with all local laws and regulations applicable to the animal.
 - (h) The animal must not be taken or permitted on the Recreation Areas or on the Marina and associated facilities.
 - (i) The animal must not cause a disturbance or nuisance that interferes with the use and enjoyment of a Lot or Common Property by other occupiers.
- 24.5 If any conditions are breached, or if complaints are received from other occupiers about disturbance from the animal, this approval will be withdrawn upon giving such notice as is reasonable in the circumstances. Further, the animal must be removed from the Scheme within seven days of the date of the said notice.
- 24.6 Any approval/consent provide by the Committee applies only to the animal that is identified in the subject application and expressly excludes any replacement or substitute animals.
- 24.7 A person mentioned in section 5 of the Guide Dogs Act 1972 who has the right to be on a Lot or on the Common Property has the right to be accompanied by a guide dog while on the Lot or the Common Property.

25. Behaviour of Animals

- 25.1 If the Body Corporate gives written approval for the keeping of an animal under By-Law 25, the Lot Owner, Occupier or Invitee, who owns the animal/pet must ensure that:
- (a) the animal is kept within the Lot while it is present on Scheme Land;
 - (b) the animal carries a name tag identifying the name and contact details of the animal's owner;
 - (c) the animal only enters or traverses Common Property for the purpose of being brought onto or taken from Scheme Land, at which time the animal must always be on a leash, in an approved carry cage, properly restrained or carried;
 - (d) all reasonable steps must be taken to avoid contact between the animal and Owners, Occupiers and Invitees while on Common Property;
 - (e) the animal is not permitted to roam Common Property or to be taken into other Lots;
 - (f) any droppings or waste material deposited by the animal is promptly removed and disposed of in an appropriately sealed, double bagged garbage receptacle, to avoid spillage or odour or otherwise contaminate the Lot or Common Property;
 - (g) the animal must not be permitted to urinate, defecate, or otherwise cause any mess on Common Property. Any cleaning required on Common Property as a result of the animal must be immediately carried out by the Owner or Occupier responsible for the animal. Owner and Occupiers must use enzymatic cleaners designed for neutralising odours (not household detergents) when attending to any cleaning requirements on Common Property;
 - (h) The animal must not be washed or groomed on Common Property;
 - (i) All reasonable steps must be taken to avoid the transmission of airborne allergens from the animal to other Lots or Common Property, including regular vacuuming of the Lot and ensuring the animal is well-groomed and regularly washed;
 - (j) the animal is kept clean, quiet, flea and parasite free and controlled at all times so as to not cause a nuisance that unreasonably interferes with an Owner's or Occupier's use or enjoyment of another Lot or Common Property;

- (k) the animal must not be kept on a Lot balcony overnight so as to not cause a nuisance that unreasonably interferes with an Owner's or Occupier's use or enjoyment of another Lot or Common Property;
 - (l) all reasonable steps are taken to keep the animal in good health;
 - (m) the animal is fed in the interior of the Lot only and that no food is placed or left on balconies or other areas outside the Lot;
 - (n) the animal is not taken or permitted on any Common Property, including Recreation Areas;
 - (o) any damage caused to Common Property by the animal is repaired by the Owner or Occupier within seven (7) days of the damage occurring;
 - (p) the animal is vaccinated and that up-to-date veterinarian certificates, showing that the animal is current with all recommended vaccinations, are kept available for inspection by the Body Corporate;
 - (q) the animal is registered with Local Council as required and that all Local Council regulations and Queensland State laws regarding animals are obeyed; and
 - (r) the Body Corporate is provided with a copy of the registration certificate within seven (7) days of each anniversary of the registration period.
 - (s) an invitee bringing an animal/pet onto a Lot whereas the Owner/Occupier already has an animal/pet, the invitee's animal/pet may only remain on the Lot for a period of up to, but not exceeding 48 hours.
- 25.2 If the Body Corporate reasonably considers that an Owner or Occupier has not complied with this by-law, the Owner or Occupier will be given a written warning and an opportunity to respond to the Body Corporate.
- 25.3 After three warnings for breaches of this by-law, if the Owner or Occupier has not appropriately responded to the breaches, the Body Corporate may withdraw its consent and the Owner may be ordered to remove the animal from Scheme Land.
- 25.4 The Owner indemnifies and will keep indemnified the Body Corporate against any loss, damage, injury or claim whatsoever made against the Body Corporate regarding any act on the part of an Owner's or Occupier's pet animal.
- 26. Feeding wildlife**
- 26.1 Due to the likelihood of animal droppings on Common Property and on other Lots and the risk of vermin and insect infestation on Scheme Land, Owners, Occupiers and Invitees must not feed any wildlife on their Lot or on Common Property.
- 27. Behaviour of Invitees**
- 27.1 Owners and Occupiers must take all reasonable steps to ensure that their Invitees abide by these by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or on Common Property.
- 27.2 Owners will be liable to compensate the Body Corporate for all damage to Common Property caused by their Occupiers or Invitees.
- 28. Rules for Use of Recreation Areas and Communal Laundries**
- 28.1 All owners or occupiers of lots when making use of the Recreation Areas must ensure:
- (a) their invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;
 - (b) that children below the age of twelve (12) years are not in or around any Recreation Areas unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (c) that he and his invitee exercise caution at all times and not behave in any matter that is likely to interfere with the use and enjoyment of the same by other persons or otherwise cause a hazard to other persons;
 - (d) they advise the Building Manager at least 24 hours in advance if they wish to use the facilities in the dining area located at the eastern end of the Lido Deck for a group (a reservation system applies);

- (e) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion;
 - (f) alcoholic beverages must not be consumed in or around the Swimming Pool area;
 - (g) pets must not be brought into the Recreation Areas;
 - (h) food, glass, and breakable items must not be brought into the Swimming Pool area;
 - (i) that all users of the Recreation Areas comply with any rules (including signage) made from time to time by the Committee;
 - (j) that an Owner or Occupier of a Lot must not without proper authority operate, adjust, or interfere with the operation of any equipment associated with the Recreation Areas;
 - (k) that they do not use the Recreation Areas between the hours 8:00pm and 7:30am or such other hours as agreed to by the Committee and the Building Manager;
 - (l) that they use any plant and equipment in accordance with directions or instructions given by the Committee or Building Manager;
 - (m) that no smoking is to occur in the Swimming Pool area;
 - (n) that no running, jumping, diving, bombing or climbing onto rocks is to occur in the Recreation Areas;
 - (o) that all furniture in the Recreation Areas is used for its intended purpose, is cleaned and returned to its place after use and that a towel is used on lounging furniture;
 - (p) that Owners, Occupiers and Visitors leave the Recreation Areas in a clean and tidy state after use.
- 28.2 All owners or occupiers of lots when making use of the Communal Laundries must:
- (a) only use the laundry between 7:30am and 7:30pm;
 - (b) only use the laundry for doing their own personal laundry;
 - (c) only use the power outlet dedicated to their Lot;
 - (d) wipe down the washing machine to remove all traces of washing powder, soap scum or lint after each use;
 - (e) sweep and/or mop up any washing powder spilt on the floor;
 - (f) leave the area clean and tidy after use;
 - (g) place all rubbish in the bins provided;
 - (h) only use the laundry for the purposes of doing laundry; and
 - (i) not leave any personal belongings in the laundry.
- 28.3 The Body Corporate may close the Recreation Areas and Communal Laundries from time to time for maintenance purposes.
29. **Use of Lots**
- 29.1 Each Lot must be used for residential purposes or a home office only and no Lot will be used for the purpose of carrying on any business or commercial activity whatsoever.
- 29.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.
30. **Security of Lots**
- 30.1 All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied, and the Body Corporate Committee reserves the right to enter and fasten the same if left insecurely fastened.
31. **Auctions and Garage Sales**
- 31.1 An Owner of a Lot must not permit any auction or garage sale to be conducted or to take place in his lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

32. Notice of accident or hazard

- 32.1 An Owner or Occupier must give the Body Corporate Committee or Body Corporate prompt notice of any accident, hazard or failure (including, without limitation, evidence of a water leak, a failure in the water pipes, gas pipes, electrical installations or fixtures) on their Lot or on Common Property that comes to their attention. The Body Corporate Committee and the Body Corporate will have authority, having regard to the urgency of the matter, to examine or authorise such repairs or take such actions as the Body Corporate Committee or the Body Corporate deems reasonably necessary for the safety and preservation of any property on Scheme Land.

33. Notice of Infectious Diseases

- 33.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

34. Contractors

- 34.1 An Owner or Occupier of a Lot must not directly instruct any contractors or agents employed by the Body Corporate Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Body Corporate Committee will be directed to the Body Corporate Manager, who will in turn refer the same to the Body Corporate Committee for determination.

35. Air Conditioners

- 35.1 An Owner or Occupier must not install or replace an air conditioning unit without the prior written approval of the Body Corporate.
- 35.2 In order to maintain the installation and operation of air conditioning units in all Lots to the highest standard, both present and all future air conditioner installations must meet the following criteria:
- (a) no more than one unit per each Lot;
 - (b) the outdoor compressor unit must not be mounted on a balcony wall;
 - (c) a detailed design plan plus unit specification must be submitted to the Body Corporate Committee for written approval before the installation of an air conditioner can commence;
 - (d) air conditioner unit must have a maximum power consumption of less than 10 Amps and preferably be of an 'inverter' design;
 - (e) electrical power supply for the installation must be from the 'general power circuit' and must be correctly "fuse and overload protected";
 - (f) air conditioner noise level must not exceed a maximum of 5 decibels above background noise (maximum average present background noise has been measured at 50 decibels);
 - (g) outdoor compressor unit must have a powder-coated paint finish and interior surfaces rust proofed including all assembly screws, nuts and bolts;
 - (h) the outdoor compressor unit must be fitted with a condensate heater tray or other apparatus to dispose of condensate;
 - (i) colour and design of the external compressor unit must be submitted to the Body Corporate Committee for written approval before the compressor is installed;
 - (j) Owner must indemnify the Body Corporate against any damage to persons or property arising from the installation of the air conditioning unit and furnish to the Body Corporate proof of a Public Liability Insurance Policy prior to the commencement of the installation;
 - (k) approval for the Owner to operate the air conditioner will not be granted by the Body Corporate Committee until such time as a final satisfactory visual inspection is carried out and confirmed to the Body Corporate Committee in writing;
 - (l) all costs relating to the air conditioner installation and the future operation of the unit inclusive of condensate pump, condensate disposal, additional noise attenuation materials if required, plus other ancillary items inclusive of additional safety fixings deemed necessary for high wind conditions as may be nominated by the Body Corporate Committee are the sole responsibility of the Owner;

- (m) Owner must ensure that at all times the air conditioner is in first-class, working condition and appearance and failure to maintain the unit to the appropriate standard may result in the removal of the air conditioner by the Body Corporate at the expense of the Lot Owner.
- 35.3 If reasonably required by the Body Corporate Committee, the Lot Owner must arrange for the air conditioning and external compressor unit to be inspected by an air conditioning technician nominated by the Body Corporate Committee. The inspection fee plus any additional fees charged to the Body Corporate by the independent technician in the performance of his/her duty are to be paid direct to the inspecting technician by the Lot Owner.
- 36. Heavy Equipment**
- 36.1 Building materials, machinery or heavy business equipment must not be stored on common property or any car space.
- 36.2 No trucks, tractors or large machinery is to be kept on the Common Property or on any car space.
- 37. Speed Limits**
- 37.1 An Owner, mortgagee or Occupier of a Lot must not exceed the speed limit nominated by the Committee from time to time and agreed to by the Building Manager (the Speed Limit) while driving any Motor Vehicle on the Common Property and must use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.
- 38. Security**
- 38.1 The Committee may take all reasonable steps to ensure security within the Scheme and ensure compliance with these by-laws and may:
- (a) close off any part of the Common Property not required for access to a Lot, storage area or carparking space either on a temporary basis or otherwise restrict the access to or use by Owners or Occupiers of any such part of the Common Property;
 - (b) permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners and Occupiers generally) as a means of monitoring the security and general safety of the Scheme.
- 38.2 The Body Corporate shall not be responsible to an Owner, Occupier or Visitor (and the Owner, Occupier or Visitor will not be entitled to make any claim against the Body Corporate) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they were intended.
- 38.3 The cost and repair of any security equipment within a Lot shall be at the cost and expense of the Owner of a Lot.
- 38.4 An Occupier must not disclose any information or do anything which may in any way adversely affect the security of the Scheme, including any security system within the Scheme.
- 39. Security Access Devices**
- 39.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:
- (a) copy a Security Access Device;
 - (b) give a Security Access Device to a person other than an Owner, Occupier or Visitor;
 - (c) use a Security Access Device to access a Lot or Common Property that they are not authorised to access; or
 - (d) leave a Security Access Device in a letterbox or any other unsecured location.
- 39.2 An Owner or Occupier of a Lot must immediately report any lost or stolen Security Access Device to the Body Corporate.
- 39.3 An Owner or Occupier of a Lot shall exercise a high degree of caution and responsibility in using the intercom system to allow access to Occupiers and Visitors. An Owner or Occupier of a Lot must make reasonable enquiries to ascertain the identity of the Visitor or Occupier requesting access before allowing such access.
- 40. Access to Meters**

- 40.1 If a lot contains a meter and/or switchboard, an Owner or Occupier of that lot must make such meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the lot.
- 41. No Enclosure of Balconies, etc.**
- 41.1 Despite anything else in this Schedule C, balconies and terraces of any lot are to remain unenclosed and there are to be no shutters, blinds or similar structures on balconies and terraces.
- 42. Exclusive Use Area – Car Park**
- 42.1 The Original Owner is authorized to allocate the exclusive use of that part of the common property (Car Space) to the occupiers of lots specified in a written notice to the Body Corporate. When the allocations are made, they will be identified in Schedule E. The following conditions apply to such use:
- (a) the Car Space must only be used for the purpose referred to in Schedule E;
 - (b) the Owner of a Lot to which an exclusive use car space attaches must maintain any improvements that were not made by the Body Corporate to the exclusive use area;
 - (c) the Body Corporate must carry out its duties (including maintenance and operating duties) in respect of the car space; and
 - (d) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the car space for any proper purpose.
- 43. Hard Flooring**
- 43.1 An Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (Works) unless the Occupier has first obtained the written approval of the Committee and uses an acoustic underlay approved of by the Committee.
- 43.2 In order to obtain the Committees approval, the Owner or Occupier must submit a written application to the Committee and the written application must include the following:
- (a) details of the proposed changes;
 - (b) a description of the proposed products to be used and the proposed method of installation, including underlay, fixing etc; and
 - (c) a report from the installer stating that the proposed flooring should comply with the standard required by the scheme.
- 43.3 Should approval be granted, the Owner or Occupier must ensure that the following conditions are met:
- (a) the acoustic amenity for any hard flooring in the building must have a L_nT_w of 50 which is less than 50dB and represents a 4 star rating for impact isolation of floors under the AAAC 'Guidelines for Apartment and Townhouse Acoustic Rating' (reference Australian Acoustic Consultant – www.aac.org.au)
 - (b) the Owner or Occupier must, at its cost, have a report prepared and submitted to the Committee within 7 days or which confirms that the sound transmission assessment is compliant with Item (a). Such report is to be supplied by either an acoustic engineer or a manufacturer's undertaking (to the satisfaction of the Committee);
 - (c) acoustic underlay must be used under any hard flooring including timber or ceramic tiles. If requested by the Committee, photos of the works before, during and after installation of the acoustic underlay and hard flooring must be provided;
 - (d) if, after the report is produced under by-law 43.3(b), the Committee reasonably requests the Owner or Occupier to obtain a test to measure the impact noise transmission of the completed Hard Flooring, the Owner or Occupier shall pay the costs of retaining an acoustic specialist to perform the required test and provide the Committee with the test report;
 - (e) where the impact noise transmission of the completed hard flooring does not meet the standards outlined in this by-law 43.3, the Owner or Occupier must, within 2 months and at their cost, remove the Hard Flooring and/or have any necessary procedures or additional works undertaken in order to comply with the required standards outlined in this by-law 43.3;

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- (f) any other reasonable conditions specified by the Committee to reduce noise (arising in any way) being transmitted from the Lot.

43.4 The granting of any approval by the Committee of the Body Corporate does not in any way relieve an Owner or Occupier of his or her responsibility under any other By-Laws.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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N/A

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on plan	Exclusive Use Area	Purpose
Lot 1B in BRP900	2	Car park
Lot 3 in BUP295	11	Car park
Lot 4 in BUP295	12	Car park
Lot 5 in BUP295	13	Car park
Lot 6 in BUP295	14	Car park
Lot 7 in BUP295	21	Car park
Lot 8 in BUP295	22	Car park
Lot 9 in BUP295	23	Car park
Lot 10 in BUP295	24	Car park
Lot 11 in BUP295	31	Car park
Lot 13 in BUP295	33	Car park
Lot 14 in BUP295	34	Car park
Lot 15 in BUP295	41	Car park
Lot 16 in BUP295	42	Car park
Lot 17 in BUP295	43	Car park
Lot 18 in BUP295	44	Car park
Lot 19 in BUP295	62	Car park
Lot 20 in BUP295	52	Car park
Lot 21 in BUP295	53	Car park
Lot 22 in BUP295	54	Car park
Lot 23 in BUP295	61	Car park
Lot 24 in BUP295	51	Car park
Lot 25 in BUP295	63	Car park
Lot 26 in BUP295	64	Car park
Lot 27 in BUP295	71	Car park
Lot 28 in BUP295	72	Car park
Lot 29 in BUP295	73	Car park
Lot 30 in BUP295	74	Car park
Lot 31 in BUP295	81A & 81B	Car park
Lot 32 in BUP295	82	Car park
Lot 34 in BUP295	84	Car park
Lot 35 in BUP295	91A & 91B	Car park
Lot 36 in BUP295	92	Car park
Lot 37 in BUP295	93	Car park
Lot 38 in BUP295	94	Car park
Lot 39 in BUP295	101	Car park
Lot 40 in BUP295	102	Car park
Lot 41 in BUP295	103	Car park
Lot 42 in BUP295	104	Car park
Lot 43 in BUP295	111	Car park
Lot 44 in BUP295	112A & 112B	Car park
Lot 45 in BUP295	113	Car park
Lot 46 in BUP295	114	Car park
Lot 47 in BUP295	121	Car park
Lot 48 in BUP295	122	Car park

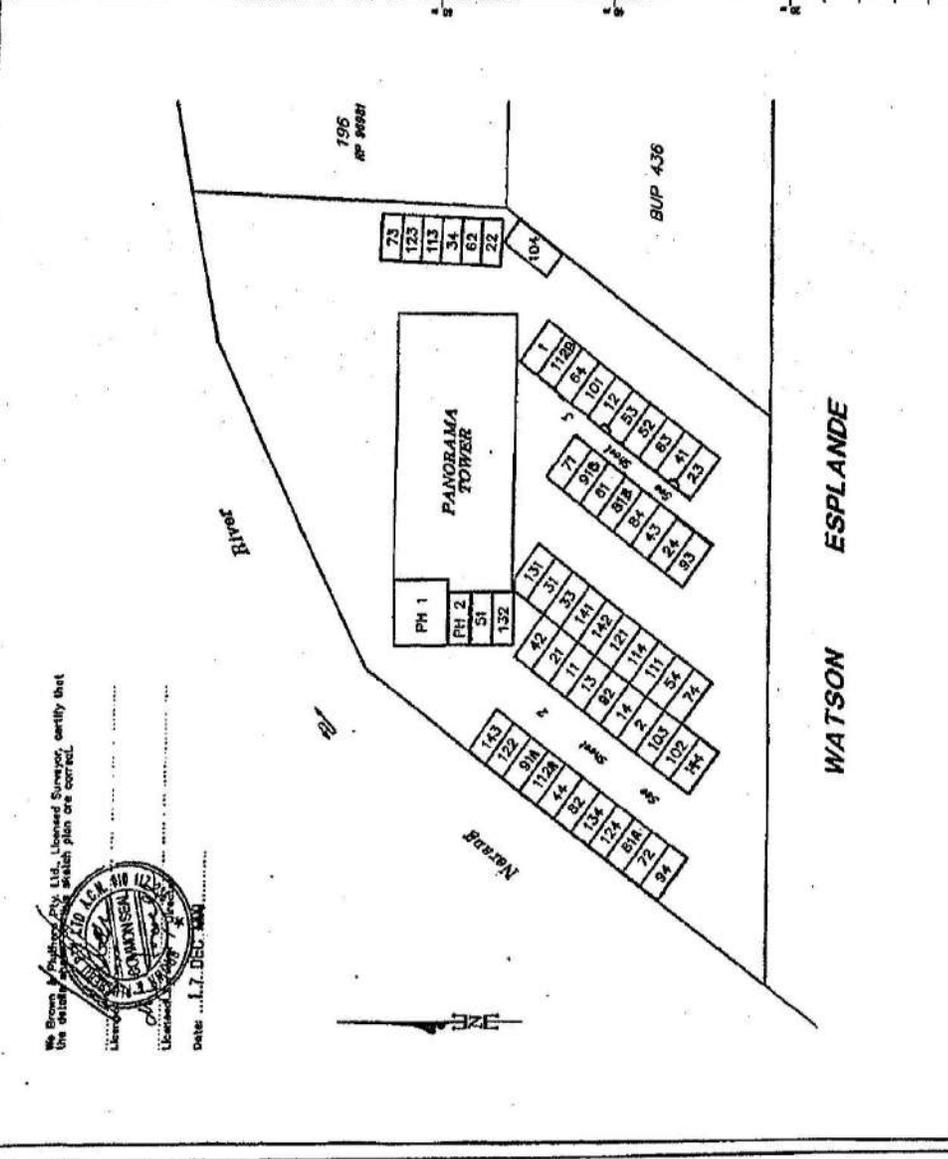
Title Reference 19200295

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Lot 49 in BUP295	123	Car park
Lot 50 in BUP295	124	Car park
Lot 51 in BUP295	131	Car park
Lot 52 in BUP295	132	Car park
Lot 53 in BUP295	134	Car park
Lot 54 in BUP295	141	Car park
Lot 55 in BUP295	142	Car park
Lot 58 in BUP295	PH1	Car park
Lot 59 in BUP295	PH2	Car park
Lot 60 in BPA11159	1	Car park
Lot 60 in BPA105557	143 & 144	Car park

Annexure "A"

<p>Revision</p> <p>Approved Date</p> <p>CHK-2</p>	<p>Important Notes:</p>	<p>PLAN OF EXCLUSIVE USE</p> <p>Panorama Tower</p> <p>Community Titles Scheme 14765</p>	<p>Parish of GULSTON County of Ward</p> <p>B & P SURVEYS CONSULTING SURVEYORS</p> <p>1000, South Beach Centre</p> <p>Surfers Paradise, QLD 4217, Australia</p> <p>Phone: (07) 5532 2415</p> <p>Fax: (07) 5532 2415</p> <p>Email: surveys@bbsurveys.com.au</p> <p>Office: Suite 41, 1000 South Beach Centre</p> <p>Marumbidgee</p> <p>Phone: 0273533331 Ph: 0273533331</p>
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We, Brown & Phipps Pty Ltd, Licensed Surveyors, certify that the details shown on this sketch plan are correct.

Date: 17 Dec 2009

(Signature)

BROWN & PHIPPS

1000 SOUTH BEACH CENTRE

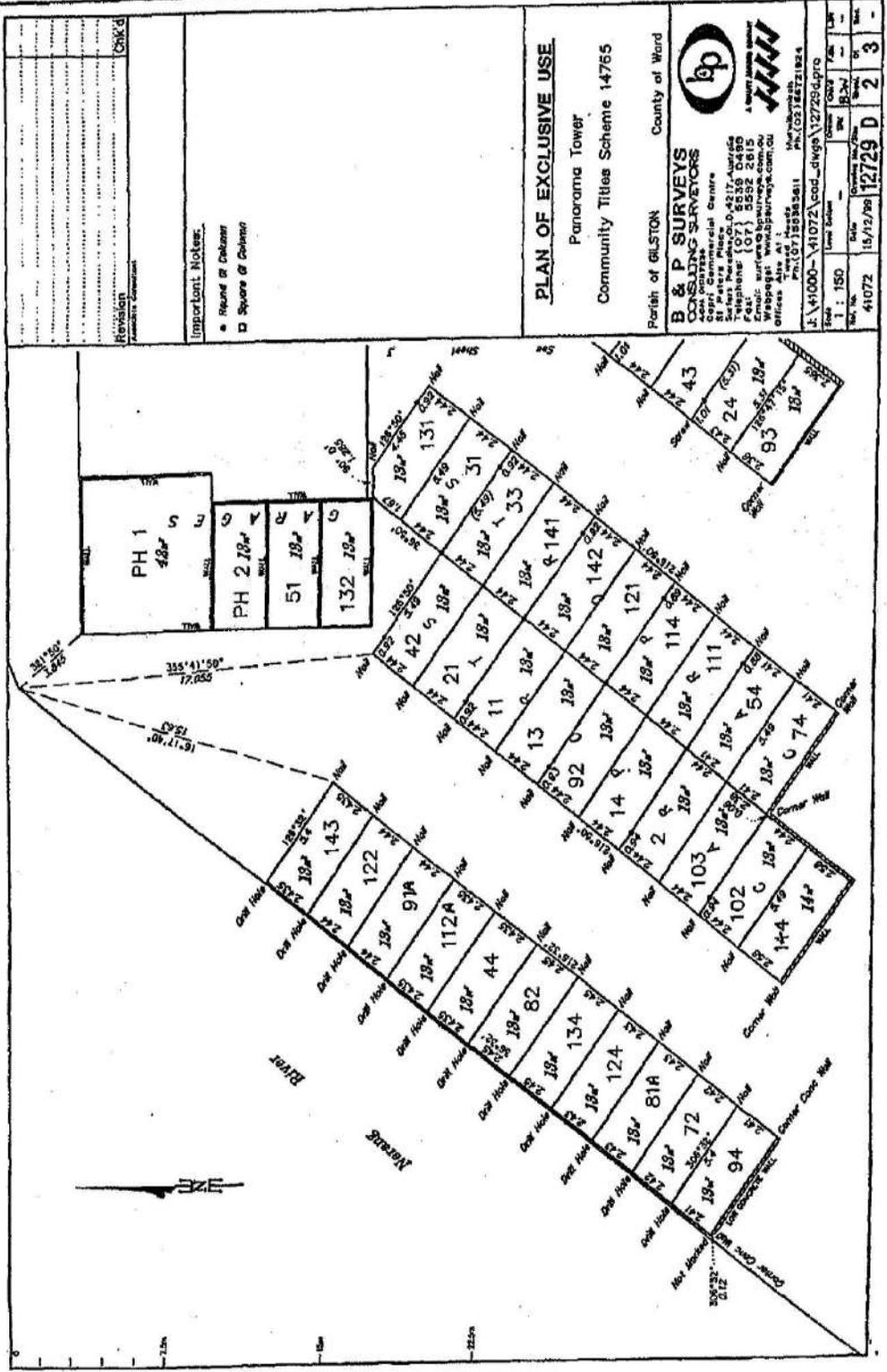
SURFERS PARADISE QLD 4217

PH: (07) 5532 2415

FX: (07) 5532 2415

EMAIL: surveys@bbsurveys.com.au

Scale	1:500	Level Datum	Mean Sea Level
Map No.	440772	Project No.	14765
Drawn By		Checked By	
Issue No.	1	Issue Date	17 Dec 2009



Revision
 Approved by
 Date

Important Notes:
 • Record of Deeds
 □ Square of Deeds

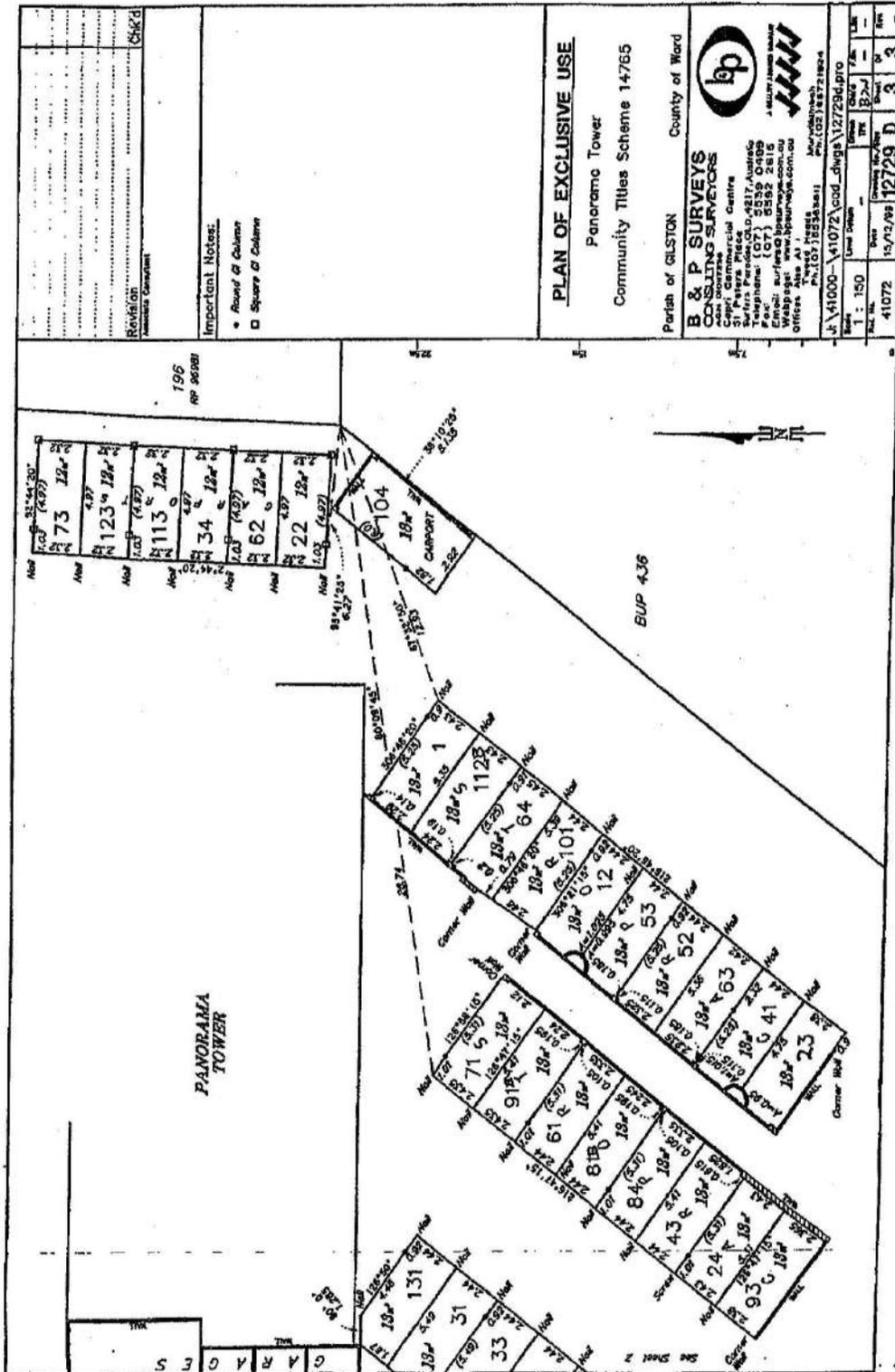
PLAN OF EXCLUSIVE USE

Panorama Tower
 Community Titles Scheme 14765



**B & P SURVEYS
 CONSULTING SURVEYORS**
 21 Peters Place, #4117, Adelaide
 South Australia 5000
 Telephone: (08) 8338 0480
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 Email: enquiries@bpps.com.au
 Website: www.bpps.com.au
 Offices Also At:
 Perth (08) 9483 8311
 Melbourne (03) 9483 8311

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PANORAMA TOWER CTS 14765

Lot Improvements

Account No	Name	Details
02100006	N MacMillan and R Langdon	29.08.23 Cat
02100008	FORSTER M A	14/01/21 Screen Entry Door 27.10.2025 Flooring Replacement
02100009	KNIGHT D M	06.08.2025 hybrid Flooring
02100010	SEDGMAN G M	29/07/21 Renovation Approval - Replacement of balcony facing doors & windows
02100015	STUTTARD E & P	087.07.21 Replacement of balcony sliding doors and windows to balcony (window replacement approval does not imply that approval to enclose the balcony (completed some years ago) is granted by the Body Corporate). 16.02.2023 Bathroom/Toilet Renos 16.10.2024 Balcony Cat Netting Approval (Tenants - Le Grice & Owens)
02100016	SHARPE L M	08/07/21 Loungeroom retiling 27/10/21 Dog approval 24/02/22 - Bedroom Floor Tiles Approval 25/10/22 Bathroom tiling approval 17.06.2024 Air conditioning 28.03.2025 Balcony Waterproofing & tiling
02100018	FIDDES AJ & NA	28/01/2022 - L18 U44 Cat Approval
02100019	MILNER P	29/07/21 L19/U51 Renovation Approval - Bathroom, replacement of flooring 15/10/21 Approval - Balcony Doors 11.11.2022 Air Con Relocation
02100021	SHIN M S W	02.12.2021 Approval Letter - Lot 21 Pet
02100023	SINCLAIR M R	06.11.2024 Balcony Waterproofing & Tiling Approval
02100029	SIMA G A	15.6.17 kitten (tenant)
02100035	MORRISON K G	17.06.2024 Kitchen Replacement
02100037	LEMONIS C & P	22.03.2024 Retrospective Maltese Terrier Dog approval
02100040	JESS R L	15.6.17 Renovation (prospective owners)
02100041	KRATOCHVIL P F	21.06.2024 Installation tinted stacker doors to balcony & retiling on balcony
02100043	BALDWIN A R	26.03.2024 Rotti x dog - Kalua
02100044	LINK SINCLAIRE PTY LTD	27.11.2024 Cavoodle Dog (Tenant Katie Tagidrau)
02100047	FRITZ HOLDINGS PTY LTD	01.08.2023 Balcony Door Replacement
02100050	RIGBY R J	03.03.17 reno and flooring approval
02100053	MOIR C L	18.02.2025 Cavalier King Charles Spaniel (Jessie)
02100055	BAIRD K	08.07.21 Replacement of like for like bedroom windows
02100058	SMITH B T	07.03.2024 Cavoodle Dog Approval
02100059	FORSTER M A	07.07.2023 Maltese x dog 02.08.2023 Aircon,paint,new curtain tracks,new oven / cooktop /electrical upgrade
02100060	JOSEPH BJ & RD	07.07.2025 Fly Screen Door to Balcony



PANORAMA TOWER CTS 14765

BALANCE SHEET

AS AT 05 DECEMBER 2025

	ACTUAL 05/12/2025	ACTUAL 31/08/2025
<u>OWNERS FUND</u>		
Administrative Fund	38,473.79	20,659.44
Sinking Fund	524,047.87	421,875.75
<u>TOTAL</u>	<u>\$ 562,521.66</u>	<u>\$ 442,535.19</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	220,516.50	235,748.73
Term Investment 23536692	261,675.25	261,675.25
Prepaid Expenses	0.00	4,729.90
Levies Billed Not Due	(128,122.27)	0.00
Levies In Arrears	83,113.72	11,614.17
Other Arrears	3,405.89	3,932.30
Debit Card	1,104.00	1,104.00
<u>TOTAL ASSETS</u>	<u>(120,828.57)</u>	<u>76,269.16</u>
<u>LIABILITIES</u>		
Gst Clearing Account	(7,288.55)	(2,134.28)
Arrears Clearing Account	(324.50)	0.00
Creditors	3,018.89	(756.00)
Accrued Expenses	0.00	1,374.94
Next Year Discounts	0.00	(8,365.17)
Levies Billed Not Due	(116,474.79)	0.00
Levies In Advance	240.38	86,149.67
<u>TOTAL LIABILITIES</u>	<u>(120,828.57)</u>	<u>76,269.16</u>
<u>NET ASSETS</u>	<u>\$ 562,521.66</u>	<u>\$ 442,535.19</u>



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PANORAMA TOWER CTS 14765

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 05 DECEMBER 2025

	ACTUAL 01/09/25-05/12/25	BUDGET 01/09/25-31/08/26	VARIANCE %	ACTUAL 01/09/24-31/08/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	120,749.72	241,500.00	50.00	241,501.64
Discount - Admin Fund	(8,117.20)	(24,150.00)	33.61	(21,450.52)
Sundry Income	909.09	0.00		140.00
Sale Of Keys & Controls	63.64	0.00		0.00
Interest On Overdue Levies	357.41	0.00		1,013.15
TOTAL ADMIN. FUND INCOME	113,962.66	217,350.00		221,204.27
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>Administration</u>				
Audit Fee	0.00	350.00	0.00	210.00
Bank Charges	82.22	400.00	20.56	302.99
Bas Fee	310.00	1,250.00	24.80	1,240.00
Fees & Permits	0.00	700.00	0.00	678.50
Income Tax Return	0.00	295.00	0.00	295.00
Legal Expenses	0.00	1,500.00	0.00	0.00
Maxsoft Licensing Fee	78.68	500.00	15.74	472.08
Caretaker	20,370.00	77,500.00	26.28	75,057.16
<u>Cleaning</u>				
Cleaning	234.84	500.00	46.97	0.00
Cleaning Carpets	0.00	1,500.00	0.00	0.00
Cleaning Gutters	0.00	400.00	0.00	400.00
Cleaning Windows	0.00	4,000.00	0.00	3,820.00
<u>Fire Protection</u>				
Fire - R & M	3,976.81	6,000.00	66.28	5,029.92
Fire - Alarm Maint Charge	0.00	3,000.00	0.00	2,763.68
<u>General</u>				
Consultants Fees	1,400.00	3,550.00	39.44	644.91
General/Sundry Expenses	187.48	500.00	37.50	94.26
Fob Purchases	0.00	200.00	0.00	(410.68)
Marina Rates	1,754.07	0.00		(0.03)
Telephone	224.55	1,000.00	22.46	619.12
<u>Insurance</u>				

PANORAMA TOWER CTS 14765

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 05 DECEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/09/25-05/12/25	01/09/25-31/08/26	%	01/09/24-31/08/25
Insurance - Premium	42,153.10	42,375.50	99.48	41,026.34
Insurance - Stamp Duty	3,946.79	4,000.00	98.67	3,919.61
<u>Lift Expenses</u>				
Lift - Registration Fee	0.00	1,350.00	0.00	1,254.98
Lift - R & M	3,737.04	12,000.00	31.14	13,200.87
<u>Pest Control</u>				
Pest Control	2,372.01	2,000.00	118.60	1,975.18
<u>Pool Expenditure</u>				
Pool Maintenance	303.00	2,000.00	15.15	1,751.50
<u>Repairs & Maintenance</u>				
R & M Auto Door	250.00	2,000.00	12.50	1,806.00
R & M Auto Gates	0.00	1,500.00	0.00	1,163.75
R & M Building	3,518.50	11,000.00	31.99	8,568.72
R & M Building Water Leaks	474.55	5,000.00	9.49	10,151.27
R & M Electrical	1,086.30	4,000.00	27.16	2,370.00
R & M Fences & Gates	0.00	2,000.00	0.00	2,080.05
R & M Gardens & Grounds	745.45	1,000.00	74.54	250.00
R & M G & G Mowing	0.00	1,900.00	0.00	1,155.00
R & M G & G Plants	0.00	500.00	0.00	792.00
R & M G & G Prune Palms	0.00	1,500.00	0.00	0.00
R & M G & G Pruning	1,120.00	7,250.00	15.45	4,808.70
R & M G & G Fert/Mulch	0.00	750.00	0.00	1,355.60
R & M Outdoor Furniture	0.00	250.00	0.00	200.00
R & M Plant & Equipment	49.44	500.00	9.89	0.00
R & M Plumbing/Drainage	1,063.64	3,500.00	30.39	2,753.63
R & M Rubbish	85.00	500.00	17.00	966.82
<u>Secretarial</u>				
Secretarial - Admin B&D	1,406.16	7,087.00	19.84	8,379.66
Secretarial - Add B&D	1,828.73	3,000.00	60.96	2,326.28
Secretarial - Audit Prep B&D	0.00	900.00	0.00	0.00
Secretarial - Cont Compl B&D	51.68	400.00	12.92	129.20
Secretarial - Disb Add B&D	666.72	1,200.00	55.56	1,217.20
Secretarial - Comms/Dis B&D	757.16	543.00	139.44	4,565.73
Secretarial - Doc Arch B&D	85.00	550.00	15.45	510.00
<u>Utilities</u>				
Utilities - Electricity	1,611.23	12,500.00	12.89	10,909.30



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PANORAMA TOWER CTS 14765

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 05 DECEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/09/25-05/12/25	01/09/25-31/08/26	%	01/09/24-31/08/25
Utilities - Internet	218.16	1,000.00	21.82	827.18
Utilities - Waste No Gst	0.00	500.00	0.00	67.30
TOTAL ADMIN. EXPENDITURE	96,148.31	237,700.50		221,698.78
SURPLUS / DEFICIT	\$ 17,814.35	\$ (20,350.50)		\$ (494.51)
Opening Balance	20,659.44	20,659.44	100.00	21,153.95
ADMINISTRATIVE FUND BALANCE	\$ 38,473.79	\$ 308.94		\$ 20,659.44

PANORAMA TOWER CTS 14765

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 05 DECEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/09/25-05/12/25	01/09/25-31/08/26	%	01/09/24-31/08/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	112,199.86	230,010.00	48.78	224,399.72
Discount - Sinking Fund	(7,020.08)	(23,001.00)	30.52	(19,233.00)
Interest Received	0.00	14,000.00	0.00	11,395.12
Interest On Overdue Levies	321.49	0.00		1,187.93
<u>TOTAL SINKING FUND INCOME</u>	105,501.27	221,009.00		217,749.77
<u>EXPENDITURE - SINKING FUND</u>				
Assets-New & Replacements	0.00	2,500.00	0.00	1,880.89
Asbestos Removal & Disposal	0.00	12,000.00	0.00	0.00
Balustrades	0.00	25,000.00	0.00	8,550.00
Building Wash Down	0.00	0.00	0.00	3,676.00
Carports	0.00	5,500.00	0.00	0.00
Building Repairs	0.00	2,500.00	0.00	4,535.27
Building Repairs/Structural	0.00	5,000.00	0.00	2,545.45
Driveway - Repairs	0.00	15,000.00	0.00	0.00
Electrical	0.00	150,000.00	0.00	3,330.00
Instalment Tax - Dnp	0.00	0.00	0.00	(437.01)
Fire Protection Equipment	0.00	5,000.00	0.00	0.00
Floor Coverings	0.00	2,500.00	0.00	1,907.27
Furniture Outdoor	0.00	1,000.00	0.00	2,066.36
Garden & Grounds - Upgrade	0.00	1,000.00	0.00	0.00
Gate Repairs	0.00	1,000.00	0.00	881.82
Income Tax Expense	0.00	0.00	0.00	3,060.90
Income Tax Instalments	865.00	0.00		0.00
Intercom & Security Systems	1,768.70	1,000.00	176.87	0.00
Legal Fees	0.00	3,000.00	0.00	0.00
Lifts - Replacement Parts	0.00	2,000.00	0.00	0.00
Lighting	0.00	1,250.00	0.00	403.09
Paving & Tiles	0.00	500.00	0.00	0.00
Plant & Equipment	0.00	1,500.00	0.00	1,010.00
Plumbing	0.00	5,000.00	0.00	1,609.09
Line Marking	0.00	750.00	0.00	0.00
Painting	0.00	2,000.00	0.00	4,350.00
Pool Sauna Spa Replacements	0.00	2,000.00	0.00	920.00
Security - Cameras	0.00	500.00	0.00	0.00



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PANORAMA TOWER CTS 14765

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 05 DECEMBER 2025

	ACTUAL 01/09/25-05/12/25	BUDGET 01/09/25-31/08/26	VARIANCE %	ACTUAL 01/09/24-31/08/25
Security System	0.00	500.00	0.00	(62.00)
Signs	0.00	250.00	0.00	46.99
Western Carport	695.45	0.00		0.00
TOTAL SINK. FUND EXPENDITURE	3,329.15	248,250.00		40,274.12
SURPLUS / DEFICIT	\$ 102,172.12	\$ (27,241.00)		\$ 177,475.65
Opening Balance	421,875.75	421,875.75	100.00	244,400.10
SINKING FUND BALANCE	\$ 524,047.87	\$ 394,634.75		\$ 421,875.75



STRATA COMMUNITY INSURANCE

 stratacommunityinsure.com.au

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A PO Box 2878, Brisbane, QLD 4001

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	QRSC15005876
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Panorama Tower Community Title Scheme 14765 30 Watson Esplanade, Surfers Paradise, QLD, 4217
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 28/09/2025 Expiry Date: 4:00pm on 28/09/2026
INTERMEDIARY ADDRESS	Body Corporate Brokers PO Box 5579, Gold Coast MC, QLD, 9726
DATE OF ISSUE	25/09/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$40,111,680
		Common Area Contents	\$401,117
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$6,016,752
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		\$6,016,752
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.