

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

Property
address
*(referred to as the
property in this
statement)*

Lot on plan
description

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 ☒ **Yes**
showing interests registered under that Act for the property.

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

Registered encumbrances

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.

You should seek legal advice about your rights and obligations before signing the contract.

Unregistered encumbrances(excluding statutory encumbrances)	<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>NoteIf 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> <p>the start and end day of the term of the lease: <input type="text"/></p> <p>the amount of rent and bond payable: <input type="text"/></p> <p>whether the lease has an option to renew: <input type="text"/></p> <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 <input type="checkbox"/> Yes given, together with relevant plans, if any.</p> <p>Other unregistered agreement in writing (if applicable)</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, the details of any statutory encumbrances are as follows:</p> <div style="border: 1px solid black; padding: 10px; min-height: 80px;"> NO STAT ENCUMBRANCES </div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008 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? (Insert date of the most recent rent increase for the premises or rooms) <input type="text" value="07/02/2025"/></p> <p>NoteUnder the Residential Tenancies and Rooming Accommodation Act 2008 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 (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):

Low Density Residential

Transport proposals and resumptions

There are encumbrances not registered on the title that will continue to affect the property after settlement. ☐ Yes ☒ No

The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No

If **Yes**, a copy of the notice, order, proposal or correspondence must be given by the seller.

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

Contamination and environmental protection

The property is recorded on the Environmental Management Register or the Contaminated Land Register under the Environmental Protection Act 1994. ☐ Yes ☒ No

The following notices are, or have been, given:

A notice under section 408(2) of the Environmental Protection Act 1994 (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No

A notice under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No

A notice under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No

Trees

There is a tree order or application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property. ☐ Yes ☒ No

If **Yes**, a copy of the order or application must be given by the seller.

Heritage

The property is affected by the Queensland Heritage Act 1992 or is included in the World Heritage List under the Environment Protection and Biodiversity Conservation Act 1999 (Cwlth). ☐ Yes ☒ 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 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.
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the Building Act 1975, section 246AG, 247 or 248 or under the Planning Act 2016, section 167 or 168. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes , a copy of the notice or order must be given by the seller.
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 Rates and services

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

Rates

Whichever of the following applies

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount

\$ 550.80

Date
Range:

01/07/2025 to 30/09/2025

Or

The property is currently a rates exempt lot.**

☐

Or

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property

☐

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

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

Water

Whichever of the following applies

The total amount payable for all rates and charges (without any discount) for the property as stated in the most recent rate notice* is:

Amount

\$ 332.78

Date
Range:

13/03/2025 to 03/06/2025

Or

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount \$

Date
Range:

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

Part 6 Community titles schemes and BUGTA schemes

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

WARNING TO BUYER If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporates expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot. **For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the Land Title Act 1994 or another Act is <input checked="" type="checkbox"/> Yes 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>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the Body Corporate and Community Management Act 1997, section 205(4) is <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No given to the buyer.</p> <p>If No An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</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 Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 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.
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the Building Units and Group Titles Act 1980, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</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 Property Law Regulation 2024 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>

Signatures SELLER

Signature of seller



08/08/2025, 11:45

Signature of seller

This form is signed by one seller, on behalf of all sellers:
RONA CAROLE BROWN

Name of seller

Date

Date

Signatures BUYER

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52834028
Search Date: 04/08/2025 08:20

Title Reference: 50394357
Date Created: 20/05/2002

Previous Title: 50388791

REGISTERED OWNER

Dealing No: 705872742 15/08/2002

RONA CAROLE BROWN

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 141906
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 30297

EASEMENTS, ENCUMBRANCES AND INTERESTS

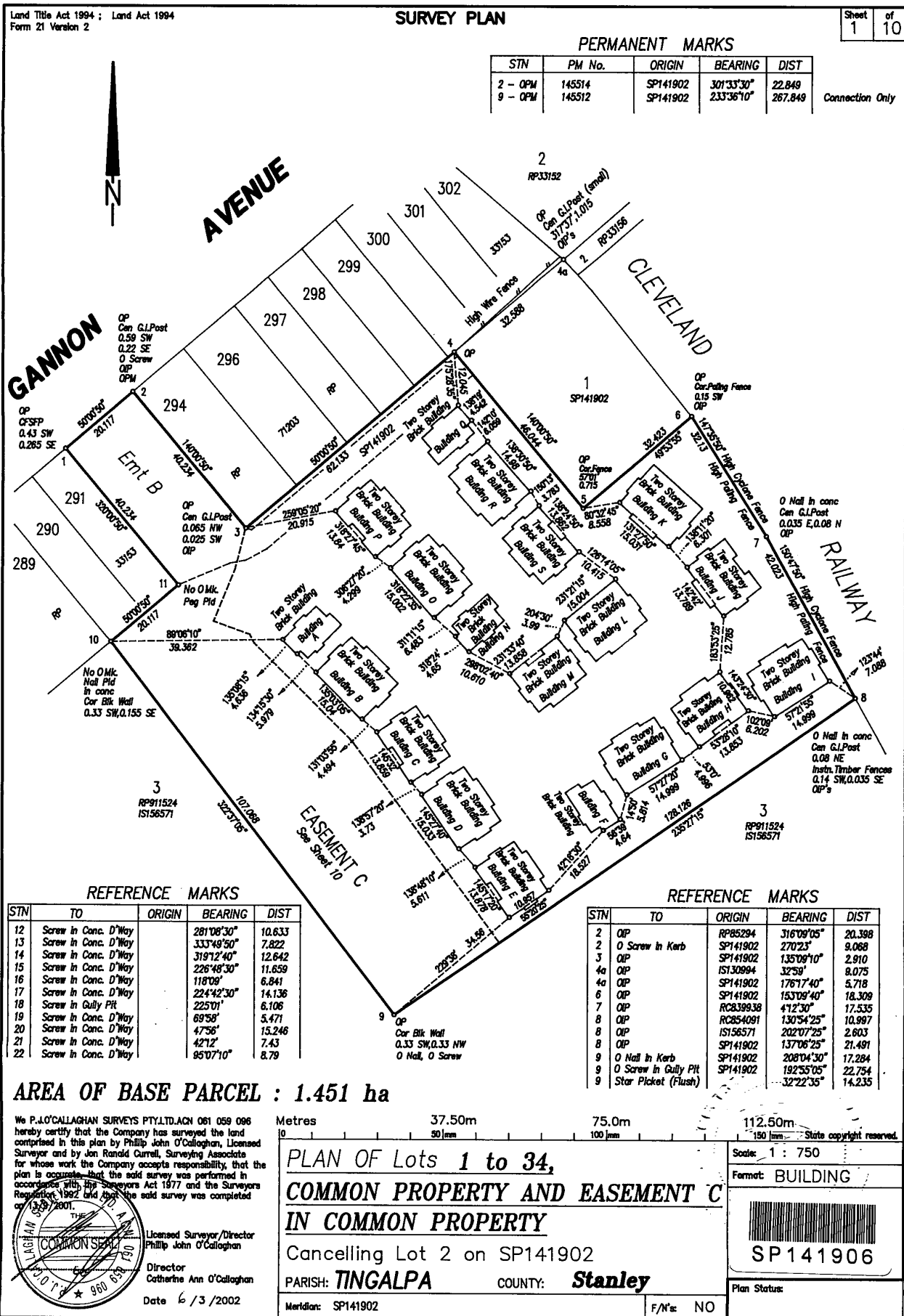
1. Rights and interests reserved to the Crown by
Deed of Grant No. 10750250 (POR 78)
Deed of Grant No. 19505054 (POR 79)
2. MORTGAGE No 705872743 15/08/2002 at 13:19
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL


Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

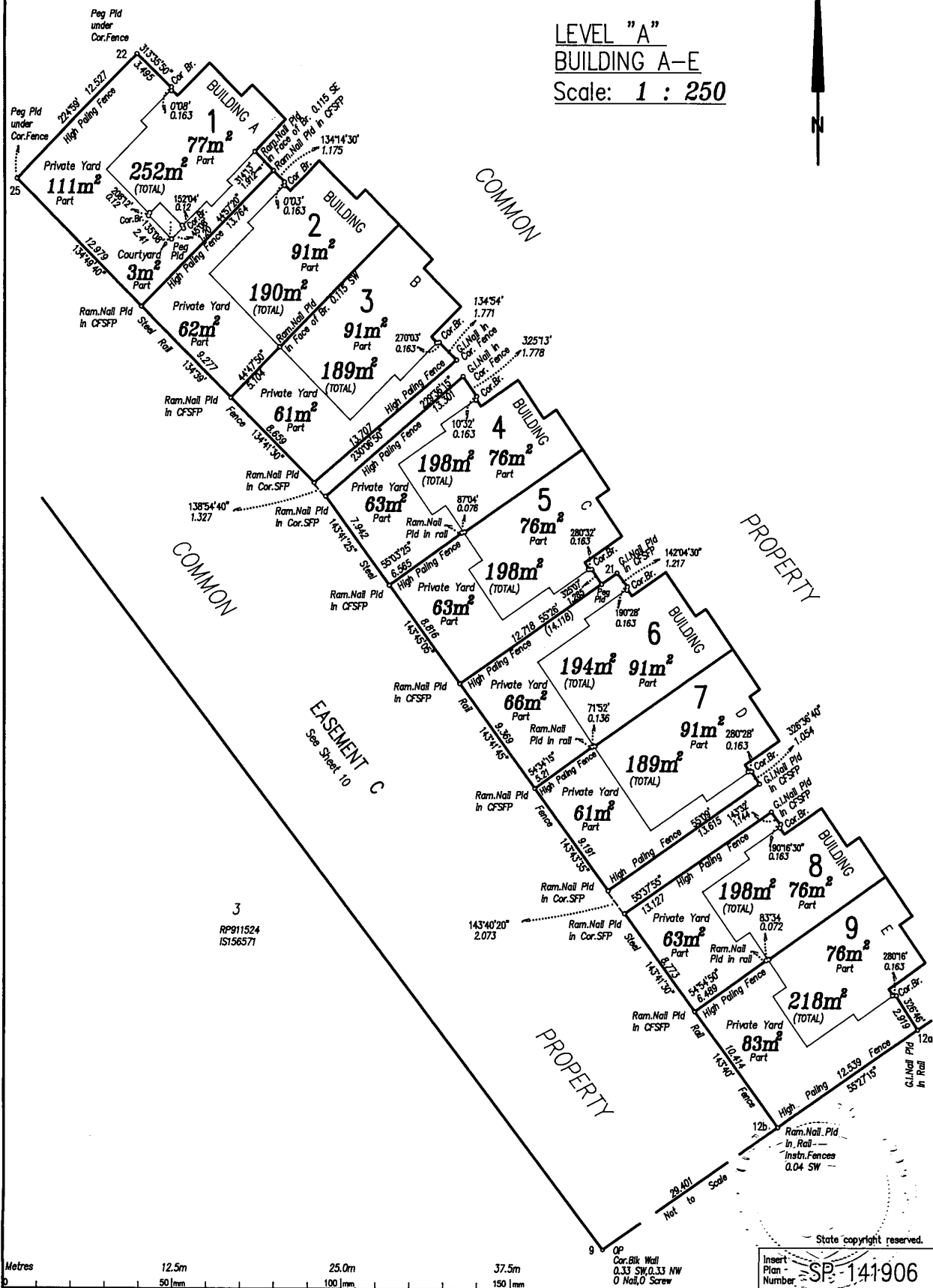


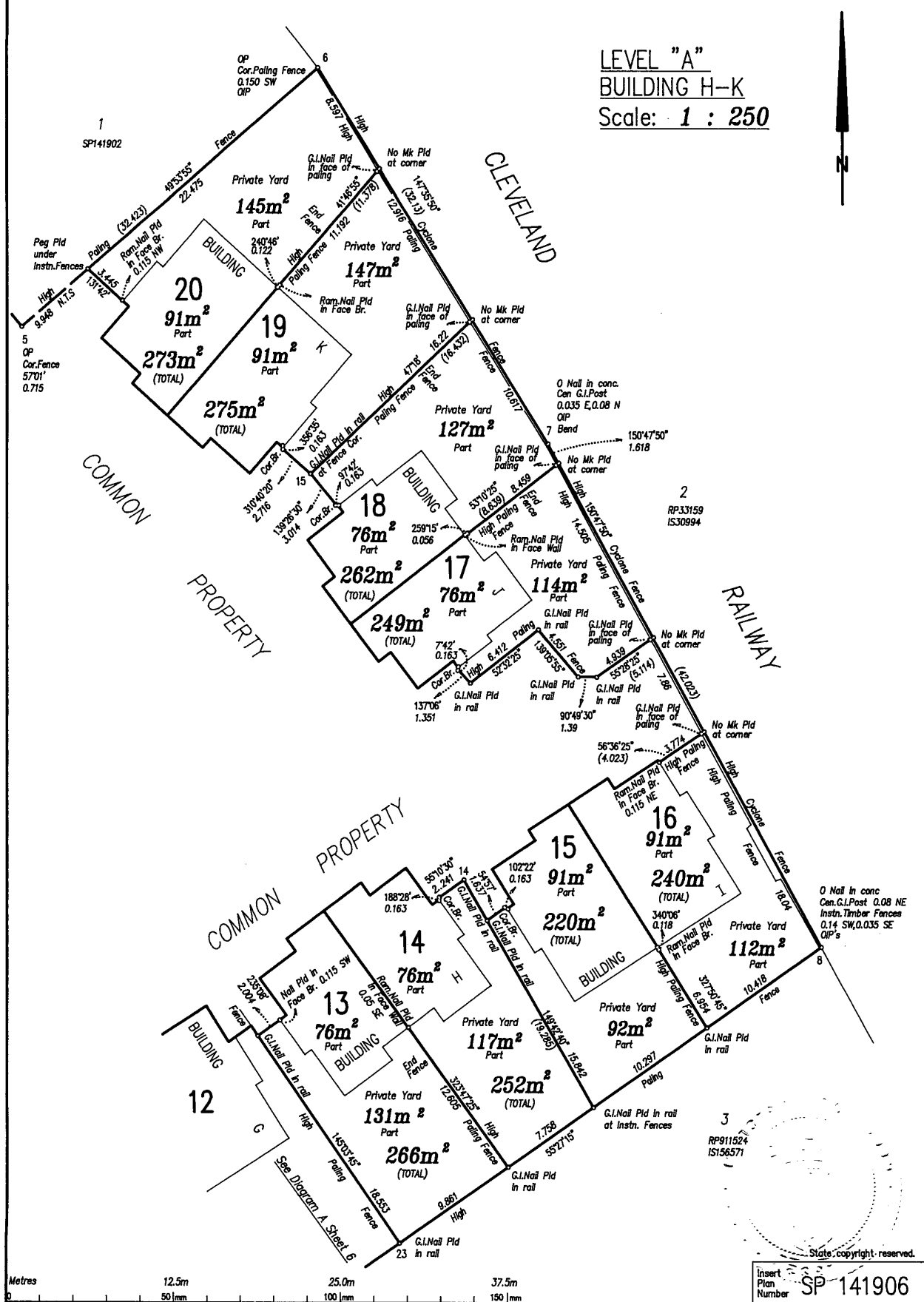
<div style="text-align: right; font-size: 1.2em; font-weight: bold;">705622357</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> BE 400 NT \$2146.45 15/05/2002 15:46 </div>		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.	
Registered		s. Lodged by <small>(include address, phone number, reference, and Lodger Code)</small>	

1. Certificate of Registered Owners or Lessees. I/We HAMMOND CONSULTANTS PTY LTD A.C.N. 075 259 022 <div style="display: flex; justify-content: space-between; margin-top: 100px;"> <div style="width: 45%;"> <p>as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 60 of the Land Title Act 1994.</p> <p><i>[Signature]</i> JOHN HAMMOND DIRECTOR Signature of Registered Owners</p> </div> <div style="width: 45%;"> <p><i>[Signature]</i> SUSAN HAMMOND SECRETARY</p> </div> </div> <div style="text-align: center; margin-top: 20px;">  </div>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: left;">a. Existing</th> <th colspan="3" style="text-align: left;">Created</th> </tr> <tr> <th style="width: 25%;">Title Reference</th> <th style="width: 10%;">Lot</th> <th style="width: 25%;">Plan</th> <th style="width: 25%;">Lots</th> <th style="width: 10%;">Emts</th> <th style="width: 15%;">Road</th> </tr> <tr> <td>5038 8701</td> <td>2</td> <td>SP141902</td> <td>1-34, Common Property</td> <td>C</td> <td></td> </tr> </table> <div style="text-align: center; margin-top: 20px;"> EASEMENT ALLOCATION </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Easement</th> <th style="width: 50%;">Lots fully Encumbered</th> </tr> <tr> <td>7055 13501 Emt B SP141902 7055 13508</td> <td>Common Property COMMON PROPERTY</td> </tr> </table> <div style="text-align: center; margin-top: 20px;"> MORTGAGE ALLOCATION </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Mortgage</th> <th style="width: 50%;">Lots fully Encumbered</th> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>					a. Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	5038 8701	2	SP141902	1-34, Common Property	C		Easement	Lots fully Encumbered	7055 13501 Emt B SP141902 7055 13508	Common Property COMMON PROPERTY	Mortgage	Lots fully Encumbered		
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2. Local Government Certificate. * BRISBANE CITY COUNCIL hereby approves this plan in accordance with the Integrated Planning Act 1997.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">78</td> <td style="width: 40%;">Common Property and Easement C</td> <td rowspan="2" style="width: 50%; vertical-align: top; padding: 5px;"> 12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the buildings shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road. </td> </tr> <tr> <td>79</td> <td>1 - 34, Common Property and Easement C</td> </tr> </table>			78	Common Property and Easement C	12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the buildings shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road.	79	1 - 34, Common Property and Easement C
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Dated this <u>8th</u> day of <u>May</u> , 2002.		7. Portion Allocation :		11. Passed & Endorsed : By : P.J.O'Callaghan Surveys Pty. Ltd. Date : 6/3/2002 Signed : <i>[Signature]</i> Designation : LIAISON OFFICER						
LESLIE HOWARD ACWORTH Appointed Officer		8. Map Reference : 9543-32312		13. Lodgement Fees : Survey Deposit \$. . . Lodgement \$. . . New Titles \$. . . Photocopy \$. . . Postage \$. . . TOTAL \$. . .						
3. Plans with Community Management Statement : CMS Number : 30297 Name : MANLY BROOK		4. References : Dept File : Local Govt : DRS/USE/H99 -692343 Surveyor : S4970/B		14. Insert SP 141906						

2





Form 21A Version 1

300
330.53
299
OP

LEVEL "A"
BUILDING M-S
Scale: 1 : 250

COMMON PROPERTY

1
SP141902

COMMON
Emt B

PROPERTY

High Paling Fence above Timber Ret. Wall

Private Yard

Boulder Retaining Wall

87m² Part

30m² Part

77m² Part

228m² (TOTAL)

31m² Part

91m² Part

193m² (TOTAL)

194m² (TOTAL)

32m² Part

91m² Part

65m² Part

66m² Part

70m² Part

76m² Part

205m² (TOTAL)

231m² (TOTAL)

76m² Part

96m² Part

21m

22 BUILDING

See Diagram B
Sheet 6

23 BUILDING

59m² Part

76m² Part

24 BUILDING

76m² Part

194m² (TOTAL)

COMMON PROPERTY

COMMON

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DIAGRAM A
LEVEL "A"
BUILDING F & G
Scale: 1 : 250

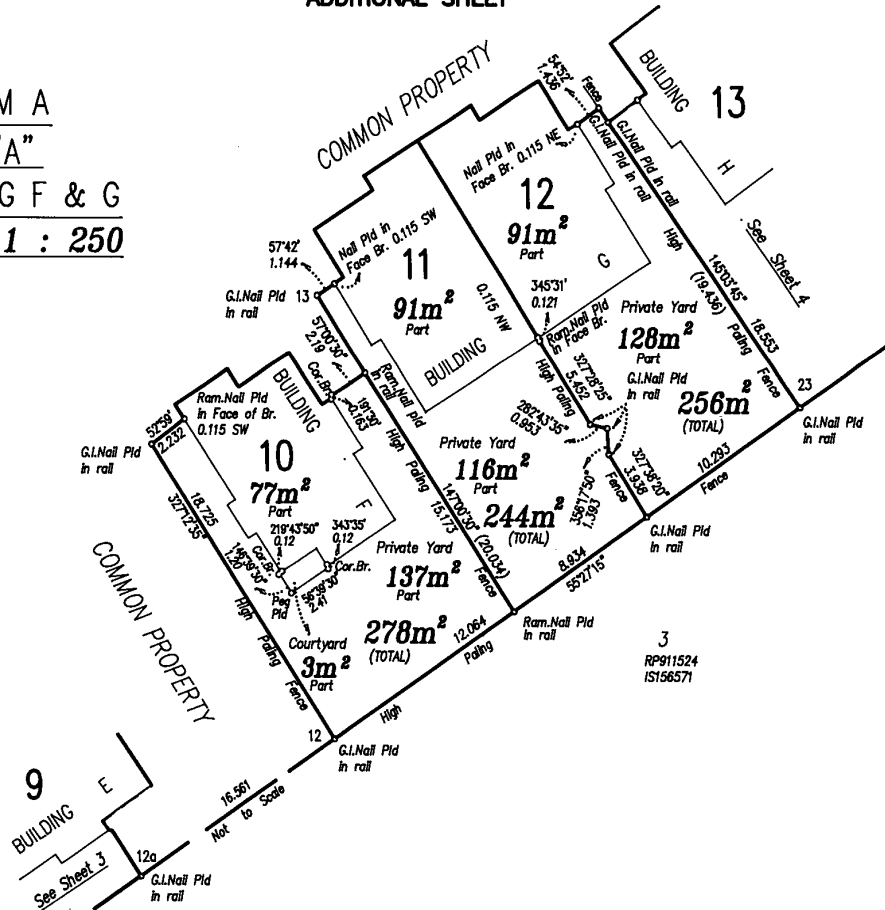
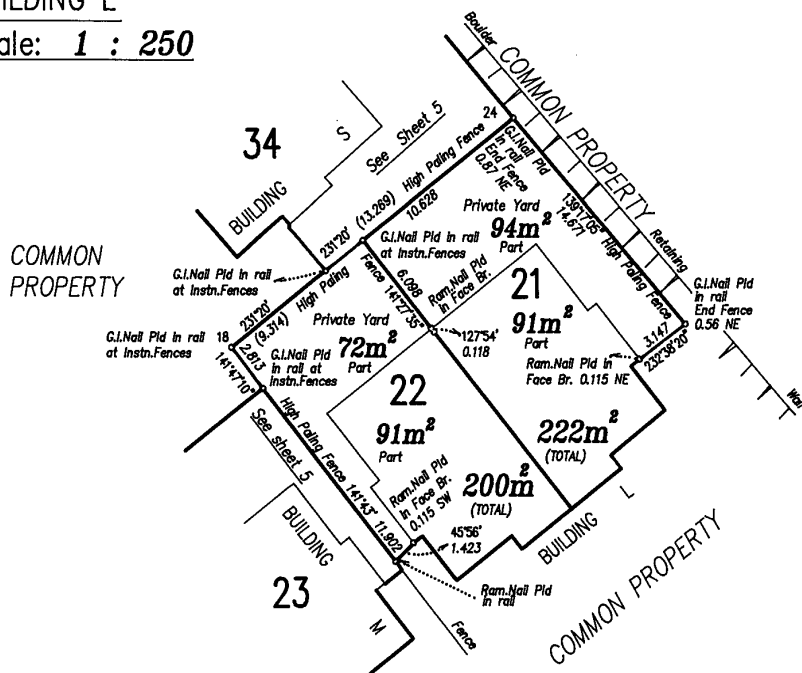
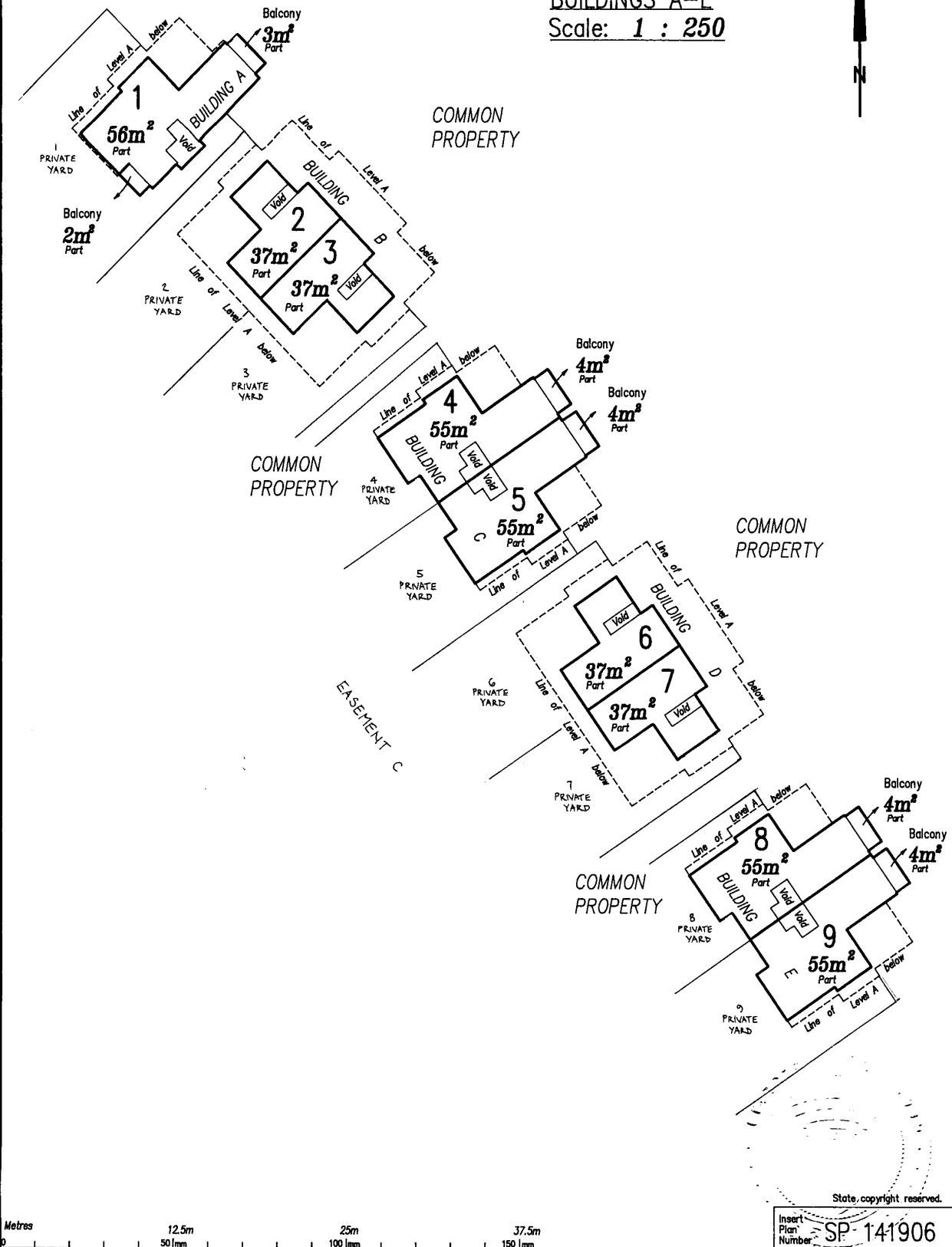
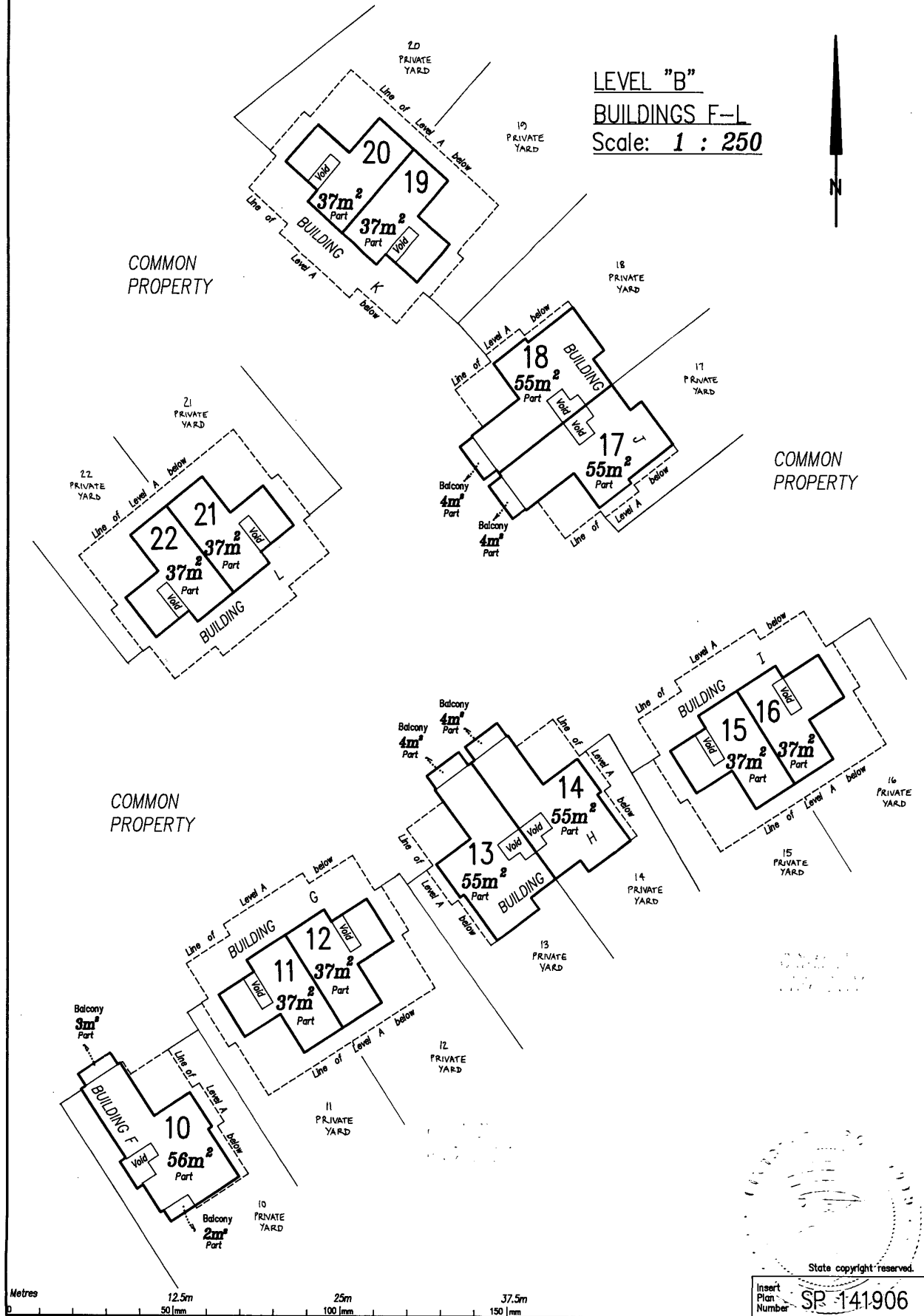


DIAGRAM B
LEVEL "A"
BUILDING L
Scale: 1 : 250

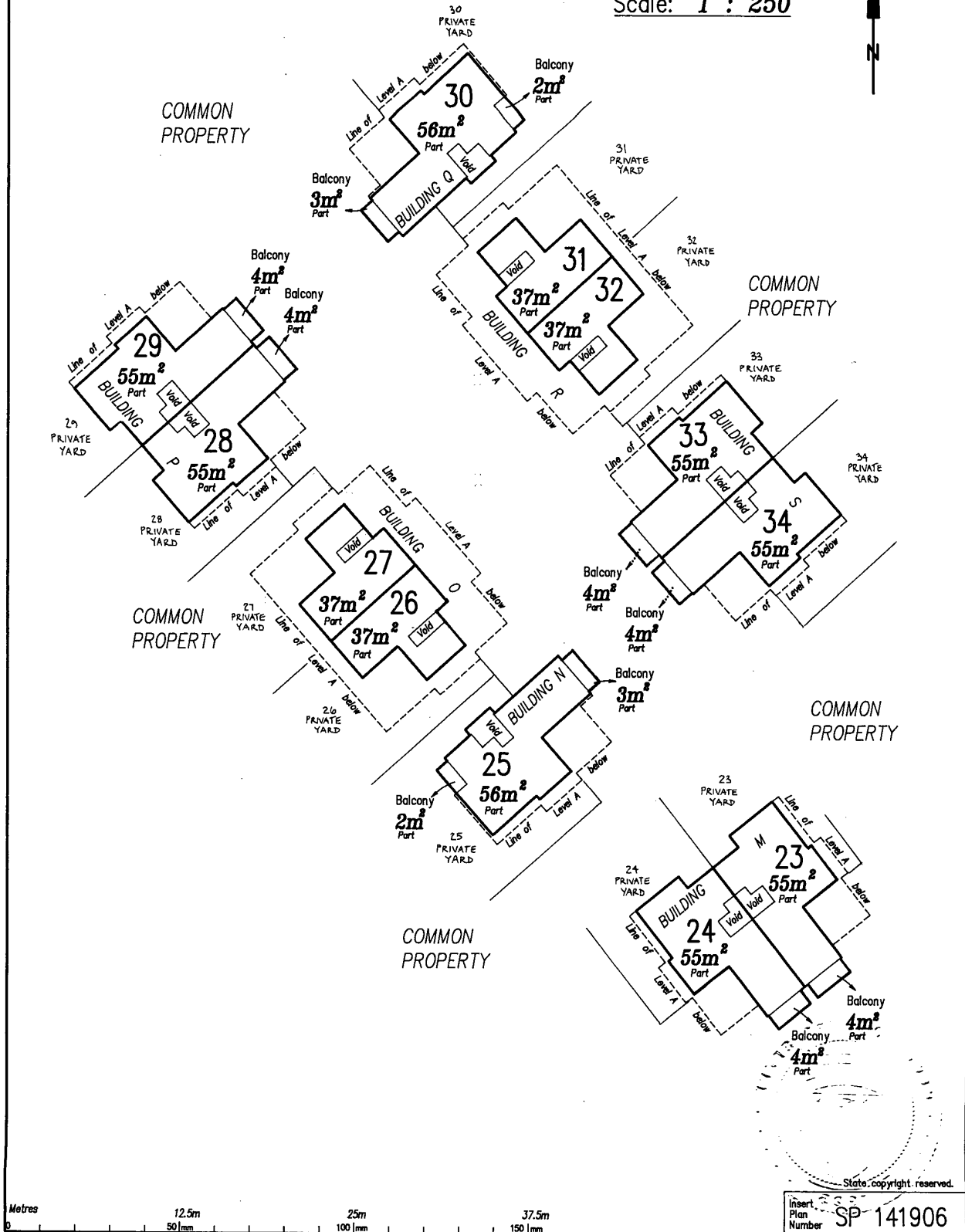


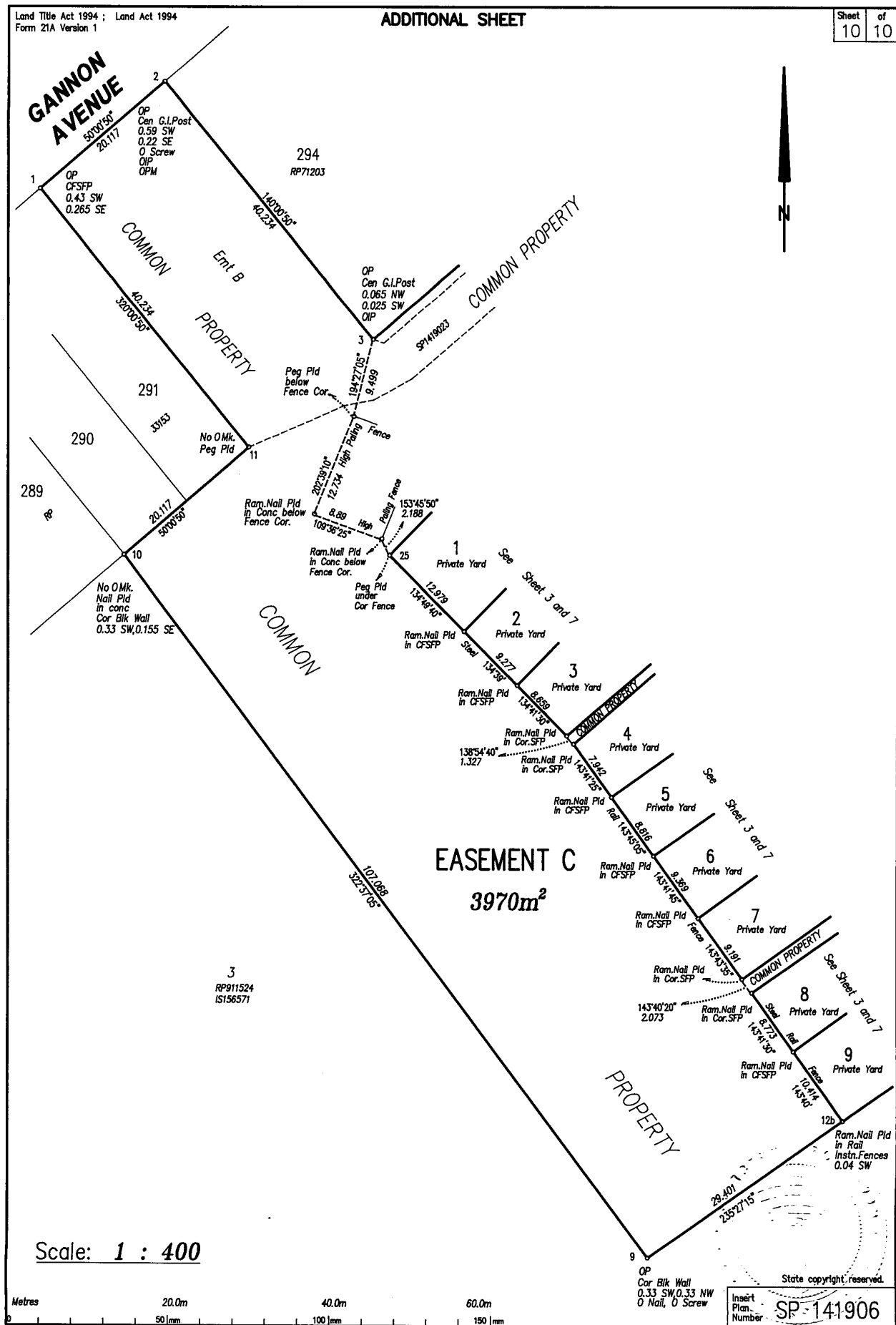
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LEVEL "B"
BUILDINGS M-S
Scale: 1 : 250





FORM 14 Version 2

Land Title Act 1994 and Land Act 1994

GENERAL REQUEST

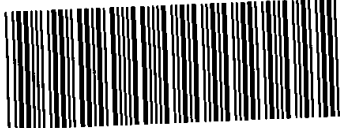
QUEENSLAND LAND REGISTRY

Page 1 of 1

Dealing No.

705622282

Stamp Duty Imprint

**\$90.80**

15/05/2002 15:37


BE 460

1. Nature of request	Lodger Name, address & phone number			Lodger Code
Request for First Community Management Statement	Courtice Neilsen GPO Box 7168 EAST BRISBANE 4169			440
2. Description of Lot	County	Parish	Title Reference	
Lot 2 on SP 141902	Stanley	Tingalpa	50388791	
3. Registered Proprietor/Crown Lessee	Hammond Consultants Pty. Ltd. ACN 075 259 022			
4. Interest	Fee simple			
5. Applicant	Hammond Consultants Pty. Ltd. ACN 075 259 022			
6. Request	I hereby request that: The attached First Community Management Statement deposited herewith be recorded as the Community Management Statement for Manly Brook CTS, 49 Gannon Avenue, Manly.			
7. Execution by applicant				

Execution Date

Applicant's or Solicitor's Signature

15/05/2002


 BRWN ANDREW COURTICE
 (SOLICITOR)

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

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

30297

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Manly Brook Community Titles Scheme

2. Regulation module

Accommodation

3. Name of body corporate

Body Corporate for Manly Brook Community Titles Scheme

4. Scheme land

Description of Lot	County	Parish	Title Reference
Lots 1 - 34 on SP 141906	Stanley	Tingalpa	
Common Property for Manly Brook Stanley Community Title Scheme		Tingalpa	

5. Name and address of original owner

Hammond Consultants Pty. Ltd.
 ACN 075 259 022
 54 Derby Street
 HENDRA 4011

First community management statement only

6. Reference to plan lodged with this statement

SP 141906

7. Local Government community management statement notation

.....signed

Shere Howard, Town Planner name and designation

Brisbane City Council name of Local Government

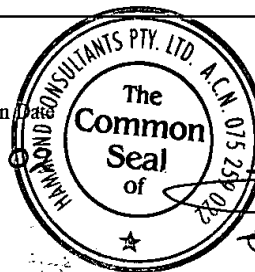
20/3/02

8. Execution by original owner/Consent of body corporate

Execution Date

7/3/02

The COMMON SEAL of HAMMOND CONSULTANTS
 PTY LTD ACN 075 259 022 was affixed in accordance with
 its articles of association and in the presence of:



*Execution

Director

Secretary

SUSAN HAMMOND

Title Reference

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 141906	1	1
Lot 2 on SP 141906	1	1
Lot 3 on SP 141906	1	1
Lot 4 on SP 141906	1	1
Lot 5 on SP 141906	1	1
Lot 6 on SP 141906	1	1
Lot 7 on SP 141906	1	1
Lot 8 on SP 141906	1	1
Lot 9 on SP 141906	1	1
Lot 10 on SP 141906	1	1
Lot 11 on SP 141906	1	1
Lot 12 on SP 141906	1	1
Lot 13 on SP 141906	1	1
Lot 14 on SP 141906	1	1
Lot 15 on SP 141906	1	1
Lot 16 on SP 141906	1	1
Lot 17 on SP 141906	1	1
Lot 18 on SP 141906	1	1
Lot 19 on SP 141906	1	1
Lot 20 on SP 141906	1	1
Lot 21 on SP 141906	1	1
Lot 22 on SP 141906	1	1
Lot 23 on SP 141906	1	1
Lot 24 on SP 141906	1	1

Title Reference

Lot 25 on SP 141906	1	1
Lot 26 on SP 141906	1	1
Lot 27 on SP 141906	1	1
Lot 28 on SP 141906	1	1
Lot 29 on SP 141906	1	1
Lot 30 on SP 141906	1	1
Lot 31 on SP 141906	1	1
Lot 32 on SP 141906	1	1
Lot 33 on SP 141906	1	1
Lot 34 on SP 141906	1	1
TOTALS	34	34

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWS

Manly Brook

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.** The occupier of a lot must not, without the body corporate's written approval:-
 - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

The approval must state the period for which it is given. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Title Reference

3. **Obstruction.** The occupier of a lot must not obstruct lawful use of common property by someone else.
4. **Damage to lawns, etc.** The occupier of a lot must not, without the body corporate's written approval:-

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

The approval must state the period for which it is given. However, the body corporate may cancel the approval for given 7 days written notice to the occupier.

5. **Damage to Common Property**

- (a) 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.
- (b) 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.
- (c) The owner of a lot must keep a device installed under subsection (b) 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 manner likely to interfere with the peaceful enjoyment of another lot or 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.**

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

This By-Law does not apply to a lot created under a standard format plan of subdivision.

9. **Storage of Flammable Materials**

Title Reference

- (a) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (b) 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.
- (c) However, this By-law does not apply to the storage of fuel in –
 - (i) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (ii) 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.

- (a) 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.
- (b) The occupier of a lot must:-
 - (i) comply with all local government local laws about disposal of garbage; and
 - (ii) 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. The occupier of a lot must not, without the body corporate's written approval

- (a) bring or keep any 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.

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.

12. Mechanical Repairs. Motor or other vehicles must not be repaired in the garages, parking spaces or on the common property except with the consent in writing of the committee or the manager. Unregistered motor or other vehicles must not be parked on the common property and the body corporate is empowered to remove from the common property any motor or other vehicles which are parked on the common property without prior written approval of the committee or the manager.

13. By-Laws to be Exhibited. A copy of these By-Laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any lot made available for letting.

Title Reference

14. **Compliance by Tenants.** The duties and obligations imposed by these By-Laws on a proprietor of a lot must be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.
 15. **Complaints or Applications.** All complaints or applications to the body corporate or its committee must be addressed in writing to the secretary or to the body corporate manager of the body corporate.
 16. **Pay Television.** The body corporate may allow a suitably qualified person approved by the committee to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owners to connect to Cable Television. The body corporate is authorised to enter into agreements about the subject matter of this By-Law.
 17. **Bank Overdraft.** Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the body corporate and Community Management Act or Regulations or elsewhere under these By-Laws, the Committee of the body corporate shall be empowered to enter into an agreement with such person or persons or corporation or corporations as the Committee in its absolute discretion shall decide, to borrow monies or secure an overdraft account from a bank upon such terms and conditions as may be agreed upon by the parties thereto.
 18. **Recovery of Money Spent.** Where the body corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-Laws by any proprietor or the tenants, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.
 19. **Bad Debts.** A person (which expression shall extend to corporations) shall pay on demand the whole of the body corporate's cost and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the body corporate pursuant to the Body Corporate and Community Management Act or Regulations.
 20. **Use of Lots.** All lots must be used for residential purposes only except Lot 1 which may be used for the following purposes:-
 - (a) Lot 1 may be used both for residential purposes and for the purposes of the Caretaker of the development and for the letting of townhouses in the development on behalf of the proprietors of the lots and the rendering of those services to occupants of lots in the development. For the purposes aforesaid the body corporate shall have power to grant to the proprietor of Lot 1 in the development or an entity under the control of the Proprietor of Lot 1 the right to carry on in the development the provisions of services for the caretaking, administration, control, management and use of the common property and the business of letting of townhouses in the development and for those purposes to enter into any appropriate agreements with the proprietor of Lot 1 in the development or an entity under the control of the proprietor of Lot 1, on such terms and conditions as the body corporate may deem fit.
 - (b) For the purpose of carrying on activities of the kind referred to in subsection (a)
-

Title Reference

the proprietor of Lot 1 or an entity under the control of the proprietor of Lot 1 may do any of the following things:-

- (i) erect signs on or about the common property, except for such common property as is subject to an exclusive use By-law, (such signs to be of a size, type and design and in locations approved of by the Committee of the body corporate and subject to Council licensing laws) for the purpose of promoting and fostering the said letting business.
- (ii) Permit its employees or agents to use all parts (with the exclusion of any exclusive use areas) of the common property for the purpose of conducting guests to various parts of the development.

21. Display Unit. The Original Owner may, until all lots in the Scheme have been sold and subject to a time period of two years after which Council development approval is required, open and maintain a display home within the buildings and erect on the common property such signs and display notices as it considers appropriate to assist in the marketing of the lots subject to Council licensing laws.

22. Erection of Signs. For as long as there is in existence a Caretaker Agreement and/or Letting Agreement pursuant to these By-laws then:-

- (a) the body corporate will not itself directly or indirectly provide any of the services set out in the agreements;
- (b) the body corporate will not allow any person or entity other than the party to such agreements to provide, from the buildings or common property, any of the services set out in the agreements; and

23. Storage. Subject to the provisions of the Act, the body corporate may grant to the manager or caretaker of the common property appointed by the body corporate a licence to use and occupy any part of the common property (not otherwise the subject of exclusive rights) for the purposes of storage.

24. Swimming Pools. The swimming pools shall not be used between the hours of 7.00 p.m. and 7.00 a.m. each day except with the consent in writing of the committee or the manager. The following rules shall apply to the swimming pool:-

- (a) No running around the swimming pool or no diving into the swimming pool.
 - (b) Children under the age of twelve (12) years must be accompanied by an adult.
 - (c) Glass containers shall not be permitted in the swimming pool or enclosure.
 - (d) No unnecessary noise.
 - (e) Pets and animals are not permitted into the swimming pool or enclosure.
-

Title Reference

- (f) Alcoholic beverages shall not be consumed in the swimming pool.
- (g) No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons.

25. **Painting.** The Body Corporate must maintain all painting of any exterior of any structure on the common property. The owner of any lot must provide suitable access and make any other arrangements to allow the Body Corporate, the Committee or their agents and workmen to carry out these functions.

Owners must maintain the painting of any exterior of any structure on their lot (hereinafter called "the work") ensuring that the style, condition, colour and general appearance is maintained to a standard acceptable to the Body Corporate.

In the event of an owner not affecting the work when it is needed to be done, as determined by the Committee of the Body Corporate in its absolute discretion, then the Body Corporate may effect the work as required and recover the costs incurred from the owner as a bad debt pursuant to the Body Corporate and Community Management Act 1997.

SCHEDULE D – Any other details

Nil

SCHEDULE E – Allocation of Exclusive Use Areas

Nil

BODY CORPORATE CERTIFICATE

The information in this certificate is issued on **07/08/2025**.

Name of Scheme	MANLY BROOK CTS 30297	Lot	2
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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.

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997*. 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;
- the lawful use of lots, including whether a lot can be used for short-term letting; or
- for schemes under specified two-lot schemes module, body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses).

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/searchofadjudicatororders.

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.

For schemes under specified two-lot schemes module, a body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called 'lot owner agreements').

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 community titles scheme	MANLY BROOK CTS 30297
Address of community titles scheme	49 Gannon Avenue, MANLY QLD 4179
Body corporate manager	<p>Bodies corporate often engage a body corporate manager to handle administrative functions.</p> <p>The body corporate manager for the scheme: Stansure Strata ABN: 83084149413 PO Box 184 KEDRON QLD 4031 Ph: 07 3359 9877 theteam@stansurestrata.com.au</p>
Accessing records	<p>Who is responsible for keeping the body corporate's records?</p> <p>- The body corporate manager named above.</p>

Property and community titles scheme details

Lot number	2
Plan number	SP141906
Plan of subdivision	<p>Building Format Plan</p> <p>The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.</p>
Regulation module	<p>Accommodation</p> <p>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.</p>
Layered arrangements of community titles schemes	<p>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.</p> <p>Is the scheme part of a layered arrangement of community titles schemes?</p> <p>- No</p> <p>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.</p>
Building management statement	<p>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.</p> <p>Does a building management statement apply to the community titles scheme?</p> <p>- No</p> <p>If yes, you can obtain a copy of the statement from Titles Queensland at 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.</p>

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 by-laws are listed in the community management statement, or a consolidated set of by-laws is given with this certificate.
Exclusive use areas	<p>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.</p> <p>Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?</p> <p>- No</p> <p>If yes, the exclusive use by-laws or other allocations of common property for the schemes are listed in the community management statement and/or given with this certificate.</p>

Lot entitlements and financial information

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

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

Contribution schedule	Contribution schedule lot entitlement for the lot: 1 Total contribution schedule lot entitlements for all lots: 34
Interest schedule	Interest schedule lot entitlement for the lot: 1 Total interest schedule lot entitlements for all lots: 34
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)	<ul style="list-style-type: none">- 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	<p>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.</p> <p>Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.</p>

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for Lot 2 for the current financial year	\$4,053.50
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	2.5%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/05/2025	Standard Levy Contribution Schedule (01/05/2025 - 31/07/2025)	\$968.00	\$0.00 if paid by 01/05/2025	Fully Paid
03/09/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$1,028.50	\$0.00 if paid by 03/09/2025	Fully Paid
01/11/2025	Standard Levy Contribution Schedule (01/11/2025 - 31/01/2026)	\$1,028.50	\$0.00 if paid by 01/11/2025	Not Paid
01/02/2026	Standard Levy Contribution Schedule (01/02/2026 - 30/04/2026)	\$1,028.50	\$0.00 if paid by 01/02/2026	Not Paid
01/05/2026	Standard Levy Contribution Schedule (01/05/2026 - 30/04/2026)	\$1,028.50	\$0.00 if paid by 01/05/2026	Not Paid
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	

Sinking fund contributions

Total amount of contributions (before any discount) for Lot 2 for the current financial year	\$1,600.00
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	2.5%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/05/2025	Standard Levy Contribution Schedule (01/05/2025 - 31/07/2025)	\$355.00	\$0.00 if paid by 01/05/2025	Fully Paid
03/09/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$415.00	\$0.00 if paid by 03/09/2025	Fully Paid
01/11/2025	Standard Levy Contribution Schedule (01/11/2025 - 31/01/2026)	\$415.00	\$0.00 if paid by 01/11/2025	Not Paid
01/02/2026	Standard Levy Contribution Schedule (01/02/2026 - 30/04/2026)	\$415.00	\$0.00 if paid by 01/02/2026	Not Paid
01/05/2026	Standard Levy Contribution Schedule (01/05/2026 - 30/04/2026)	\$415.00	\$0.00 if paid by 01/05/2026	Not Paid

Special contributions (if any)

You can access the body corporate records for more information.

Total amount of contributions (before any discount) for Lot 2	\$0.00
Monthly penalty for overdue contributions (if applicable)	2.5%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	

Other amounts payable by the lot owner (if any)

For the current financial year there are:

Amounts payable under exclusive use by-laws	
Amounts payable under service agreements (that are not included in body corporate contributions for the lot)	
Other amounts payable (see explanation given with this certificate)	

Summary of amounts due but not paid by the current owner

At the date of this certificate 07/08/2025, the following amounts are due but not yet paid for the lot.
A \$0.00 or Nil balance indicates that all payments for the lot are up to date.

Overdue annual contributions	\$0.00
Overdue special contributions	\$0.00
Penalties on overdue contributions	\$0.00
Other amounts due but not paid	
Total amounts due but not paid	\$0.00
Total amount in credit (if applicable) Credit balance on the lot and payments made before due date.	\$1,443.50

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)	<p>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.</p> <p>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?</p> <p>- Yes If yes, you can obtain a copy from the body corporate records.</p> <p>Current sinking fund balance (as at date of certificate): \$51,809.41</p>
Improvements to common property the lot owner is responsible for	<p>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.</p> <p>Are there any authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition?</p> <p>- No If yes, details given with this certificate.</p>
Body corporate assets	<p>The body corporate must keep a register of all body corporate assets worth more than \$1,000.</p> <p>- A copy of the body corporate register of assets is given with this certificate (if any).</p>

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	<p>Details of each current insurance policy held by the body corporate are given with this certificate. This includes, for each policy, the:</p> <ul style="list-style-type: none">- type of policy;- name of the insurer;- sum insured;- amount of premium; and- excess payable on a claim.
Alternative insurance	<p>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.</p> <p>Does the body corporate currently hold alternative insurance approved under an alternative insurance order?</p> <p>- No</p>
Lot owner and occupier insurance	<p>The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.</p> <p>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.</p>

Contracts and authorisations

Caretaking service contractors and letting agents	<p>A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.</p> <p>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.</p> <p>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'.</p> <p>The maximum term of a service contract or authorisation entered into by a body corporate is:</p> <ul style="list-style-type: none">- 1 year if the Specified Two-lot Schemes Module applies to the scheme;- 10 years if the Standard Module applies to the scheme; and- 25 years if the Accommodation Module or Commercial Module applies to the scheme. <p>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.</p> <p>Has the body corporate engaged a caretaking services contractor for the scheme?</p> <p>- No</p> <p>If yes, name of caretaking service contractor engaged:</p> <p>Has the body corporate authorised a letting agent for the scheme?</p> <p>- No</p> <p>If yes, name of authorised letting agent:</p>
Embedded network supply	<p>Are there arrangement/s to supply any of the below services to occupiers in the community titles scheme through an embedded network?</p> <p>Electricity: No Hot Water / Gas: No Internet / Data: No</p> <p>More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.</p>

Body corporate authority

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

Name/s	Kas Doust
Position/s held	Administration Assistant
Signature/s	<i>K Doust</i>
Date	07/08/2025

Copies of documents given with this certificate:

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

Stansure Strata

PO Box 184 KEDRON QLD 4031 ABN: 83084149413
Ph: 07 3359 9877 Email: theteam@stansurestrata.com.au
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Asset Register
30297 MANLY BROOK 49 Gannon Avenue

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
Shed	Plant & Machine	Purchase	22/01/03		\$1,110.00	\$0.00	\$1,100.00
Pool Cleaner - REBEL-CRC001	Pool Cleaner		12/09/16		\$599.00	\$0.00	\$0.00
Pool Filter - M25-50	Pool Cleaner		12/09/16		\$1,124.00	\$0.00	\$0.00
1 Stihl BG56 Blower Vac & Vac Kit	Blower & Vac Kit		08/11/16		\$269.00	\$0.00	\$0.00
Stihl KM94R whipper snipper with brush cutter attachment.	Gardens and Grounds		09/03/17		\$698.00	\$0.00	\$0.00
Pool Pump - WATERCO SUPATUF	Pool Cleaner		28/02/18		\$1,470.00	\$0.00	\$0.00
Pool Shade Cloth	Pool Accessories		08/11/18		\$1,779.00	\$0.00	\$0.00
Hedge Trimmer - STIHL / BATTERY RECHARGEABLE (HAS 45 SN: 45119675504B / 997047576	Plant and Machinery		03/02/20		\$170.00	\$0.00	\$0.00
Lawn Mower - Rover Pro-Cut 960 - model MNC-SP-BBC Kohler engin XT Series 7.73 173cc	Plant & Machinery	Purchase - Kemp's Mower Centre (Wynnum)	05/03/20	KEMP'S MOWER CENTRE	\$1,150.00	\$0.00	\$0.00
Weed Spray Pack - 425D	Gardens and Grounds		24/07/20		\$129.00	\$0.00	\$0.00
Secatuers			24/07/20		\$0.00	\$0.00	\$0.00
Garden Forks x2			24/07/20		\$0.00	\$0.00	\$0.00
Garden Spades x2			24/07/20		\$0.00	\$0.00	\$0.00
Acrow Prop - GORILLA			02/11/20		\$94.00	\$0.00	\$0.00
Pressure Washer - STIHL (PETROL, ONE SPARE GUN) - RB400 / SN:996180852	Plant & Machinery		06/11/20	Bunnings Group Ltd	\$900.00	\$0.00	\$0.00

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**Authorisations Affecting Lots
30297 MANLY BROOK 49 Gannon Avenue**

Lot No	Resolution Date	Description	Conditions
Nil			

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Common Authorisation
30297 MANLY BROOK 49 Gannon Avenue

Lot No	Resolution Date	Description	Conditions
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Nil

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Contracts Register
30297 MANLY BROOK 49 Gannon Avenue

Contractor Name and Address: Stansure Strata PO Box 184 KEDRON QLD 4031	Details of Duties: Strata Manager			
	Delegated Powers:			
	Basis of Renumeration:			
	Commencement Date:	30/06/2023	Termination Date:	29/06/2024
	Terms:	1 year	Options:	
	Copy of Agreement on File? Y			
	Workers Comp No:			
Contractor Name and Address: THE TRUSTEE FOR FERGUS TRUST 1/49 Gannon Ave MANLY QLD 4179	Details of Duties: Financier for the Caretaking and Letting Agreement - ANZ Banking Group			
	Delegated Powers: Financier			
	Basis of Renumeration:			
	Commencement Date:	26/02/2016	Termination Date:	26/02/2026
	Terms:	10 Years	Options:	
	Copy of Agreement on File? Y			
	Workers Comp No:			

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Register of Authorisation for an Owner to make an
Improvement to Common Property for the Benefit of that Lot
30297 MANLY BROOK 49 Gannon Avenue

Lot No	Date of Resolution Passed Giving Authorisation	Description of Area Authorised for use for Improvement	Conditions Applying to the Use
2	14/07/21	One Month trial of swapping of Unit 2 parking space with a Visitor Parking space for use for a caravan.	The resident of Unit 2 to be responsible for costs associated with signage.

FORM 14 Version 2

Land Title Act 1994 and Land Act 1994

GENERAL REQUEST

QUEENSLAND LAND REGISTRY

Page 1 of 1

Dealing No.

705622282

Stamp Duty Imprint



\$90.80

15/05/2002 15:37

BE 460

1. Nature of request

Request for First Community Management Statement

Lodger Name, address & phone number

Courtice Neilsen
GPO Box 7168
EAST BRISBANE 4169

Lodger Code

440

2. Description of Lot

Lot 2 on SP 141902

County

Stanley

Parish

Tingalpa

Title Reference

50388791

3. Registered Proprietor/Crown Lessee

Hammond Consultants Pty. Ltd. ACN 075 259 022

4. Interest

Fee simple

5. Applicant

Hammond Consultants Pty. Ltd. ACN 075 259 022

6. Request

I hereby request that: The attached First Community Management Statement deposited herewith be recorded as the Community Management Statement for Manly Brook CTS, 49 Gannon Avenue, Manly.

7. Execution by applicant

Execution Date

15/15/2002

Applicant's or Solicitor's Signature

[Signature]
BRAIN ANDREW COURTNE
(SOLICITOR)

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

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

30297

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Manly Brook Community Titles Scheme

2. Regulation module

Accommodation

3. Name of body corporate

Body Corporate for Manly Brook Community Titles Scheme

4. Scheme land

Description of Lot

County

Parish

Title Reference

Lots 1 - 34 on SP 141906
 Common Property for Manly Brook Stanley
 Community Title Scheme

Stanley

Tingalpa
 Tingalpa

5. Name and address of original owner

Hammond Consultants Pty. Ltd.
 ACN 075 259 022
 54 Derby Street
 HENDRA 4011

First community management statement only

6. Reference to plan lodged with this statement

SP 141906

7. Local Government community management statement notation

.....signed

.....Shere Howard, Town Planner.....name and designation

.....Brisbane City Council.....name of Local Government
 20/3/02

8. Execution by original owner/Consent of body corporate

Execution Date

7/3/02

The COMMON SEAL of HAMMOND CONSULTANTS
 PTY LTD ACN 075 259 022 was affixed in accordance with
 its articles of association and in the presence of:



*Execution

Director

Secretary

SUSAN HAMMOND

Title Reference

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 141906	1	1
Lot 2 on SP 141906	1	1
Lot 3 on SP 141906	1	1
Lot 4 on SP 141906	1	1
Lot 5 on SP 141906	1	1
Lot 6 on SP 141906	1	1
Lot 7 on SP 141906	1	1
Lot 8 on SP 141906	1	1
Lot 9 on SP 141906	1	1
Lot 10 on SP 141906	1	1
Lot 11 on SP 141906	1	1
Lot 12 on SP 141906	1	1
Lot 13 on SP 141906	1	1
Lot 14 on SP 141906	1	1
Lot 15 on SP 141906	1	1
Lot 16 on SP 141906	1	1
Lot 17 on SP 141906	1	1
Lot 18 on SP 141906	1	1
Lot 19 on SP 141906	1	1
Lot 20 on SP 141906	1	1
Lot 21 on SP 141906	1	1
Lot 22 on SP 141906	1	1
Lot 23 on SP 141906	1	1
Lot 24 on SP 141906	1	1

SCHEDULE

Title Reference

Lot 25 on SP 141906	1	1
Lot 26 on SP 141906	1	1
Lot 27 on SP 141906	1	1
Lot 28 on SP 141906	1	1
Lot 29 on SP 141906	1	1
Lot 30 on SP 141906	1	1
Lot 31 on SP 141906	1	1
Lot 32 on SP 141906	1	1
Lot 33 on SP 141906	1	1
Lot 34 on SP 141906	1	1
TOTALS	34	34

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWS

Manly Brook

By-Laws

- 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.
- Vehicles.** The occupier of a lot must not, without the body corporate's written approval:-
 - park a vehicle, or allow a vehicle to stand, on the common property; or
 - permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

The approval must state the period for which it is given. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Title Reference

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

4. **Damage to lawns, etc.** The occupier of a lot must not, without the body corporate's written approval:-

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

The approval must state the period for which it is given. However, the body corporate may cancel the approval for given 7 days written notice to the occupier.

5. **Damage to Common Property**

- (a) 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.
- (b) 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.
- (c) The owner of a lot must keep a device installed under subsection (b) 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 manner likely to interfere with the peaceful enjoyment of another lot or 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.**

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

This By-Law does not apply to a lot created under a standard format plan of subdivision.

9. **Storage of Flammable Materials**

Title Reference

- (a) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (b) 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.
- (c) However, this By-law does not apply to the storage of fuel in –
 - (i) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (ii) 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.

- (a) 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.
- (b) The occupier of a lot must:-
 - (i) comply with all local government local laws about disposal of garbage; and
 - (ii) 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. The occupier of a lot must not, without the body corporate's written approval

- (a) bring or keep any 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.

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.

12. Mechanical Repairs. Motor or other vehicles must not be repaired in the garages, parking spaces or on the common property except with the consent in writing of the committee or the manager. Unregistered motor or other vehicles must not be parked on the common property and the body corporate is empowered to remove from the common property any motor or other vehicles which are parked on the common property without prior written approval of the committee or the manager.

13. By-Laws to be Exhibited. A copy of these By-Laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any lot made available for letting.

Title Reference

14. **Compliance by Tenants.** The duties and obligations imposed by these By-Laws on a proprietor of a lot must be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.
 15. **Complaints or Applications.** All complaints or applications to the body corporate or its committee must be addressed in writing to the secretary or to the body corporate manager of the body corporate.
 16. **Pay Television.** The body corporate may allow a suitably qualified person approved by the committee to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owners to connect to Cable Television. The body corporate is authorised to enter into agreements about the subject matter of this By-Law.
 17. **Bank Overdraft.** Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the body corporate and Community Management Act or Regulations or elsewhere under these By-Laws, the Committee of the body corporate shall be empowered to enter into an agreement with such person or persons or corporation or corporations as the Committee in its absolute discretion shall decide, to borrow monies or secure an overdraft account from a bank upon such terms and conditions as may be agreed upon by the parties thereto.
 18. **Recovery of Money Spent.** Where the body corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-Laws by any proprietor or the tenants, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.
 19. **Bad Debts.** A person (which expression shall extend to corporations) shall pay on demand the whole of the body corporate's cost and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the body corporate pursuant to the Body Corporate and Community Management Act or Regulations.
 20. **Use of Lots.** All lots must be used for residential purposes only except Lot 1 which may be used for the following purposes:-
 - (a) Lot 1 may be used both for residential purposes and for the purposes of the Caretaker of the development and for the letting of townhouses in the development on behalf of the proprietors of the lots and the rendering of those services to occupants of lots in the development. For the purposes aforesaid the body corporate shall have power to grant to the proprietor of Lot 1 in the development or an entity under the control of the Proprietor of Lot 1 the right to carry on in the development the provisions of services for the caretaking, administration, control, management and use of the common property and the business of letting of townhouses in the development and for those purposes to enter into any appropriate agreements with the proprietor of Lot 1 in the development or an entity under the control of the proprietor of Lot 1, on such terms and conditions as the body corporate may deem fit.
 - (b) For the purpose of carrying on activities of the kind referred to in subsection (a)
-

Title Reference

the proprietor of Lot 1 or an entity under the control of the proprietor of Lot 1 may do any of the following things:-

- (i) erect signs on or about the common property, except for such common property as is subject to an exclusive use By-law, (such signs to be of a size, type and design and in locations approved of by the Committee of the body corporate and subject to Council licensing laws) for the purpose of promoting and fostering the said letting business.
- (ii) Permit its employees or agents to use all parts (with the exclusion of any exclusive use areas) of the common property for the purpose of conducting guests to various parts of the development.

21. **Display Unit.** The Original Owner may, until all lots in the Scheme have been sold and subject to a time period of two years after which Council development approval is required, open and maintain a display home within the buildings and erect on the common property such signs and display notices as it considers appropriate to assist in the marketing of the lots subject to Council licensing laws.

22. **Erection of Signs.** For as long as there is in existence a Caretaker Agreement and/or Letting Agreement pursuant to these By-laws then:-

- (a) the body corporate will not itself directly or indirectly provide any of the services set out in the agreements;
- (b) the body corporate will not allow any person or entity other than the party to such agreements to provide, from the buildings or common property, any of the services set out in the agreements; and

23. **Storage.** Subject to the provisions of the Act, the body corporate may grant to the manager or caretaker of the common property appointed by the body corporate a licence to use and occupy any part of the common property (not otherwise the subject of exclusive rights) for the purposes of storage.

24. **Swimming Pools.** The swimming pools shall not be used between the hours of 7.00 p.m. and 7.00 a.m. each day except with the consent in writing of the committee or the manager. The following rules shall apply to the swimming pool:-

- (a) No running around the swimming pool or no diving into the swimming pool.
- (b) Children under the age of twelve (12) years must be accompanied by an adult.
- (c) Glass containers shall not be permitted in the swimming pool or enclosure.
- (d) No unnecessary noise.
- (e) Pets and animals are not permitted into the swimming pool or enclosure.

SCHEDULE

Title Reference

- (f) Alcoholic beverages shall not be consumed in the swimming pool.
- (g) No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons.

25. **Painting.** The Body Corporate must maintain all painting of any exterior of any structure on the common property. The owner of any lot must provide suitable access and make any other arrangements to allow the Body Corporate, the Committee or their agents and workmen to carry out these functions.

Owners must maintain the painting of any exterior of any structure on their lot (hereinafter called "the work") ensuring that the style, condition, colour and general appearance is maintained to a standard acceptable to the Body Corporate.

In the event of an owner not affecting the work when it is needed to be done, as determined by the Committee of the Body Corporate in its absolute discretion, then the Body Corporate may effect the work as required and recover the costs incurred from the owner as a bad debt pursuant to the Body Corporate and Community Management Act 1997.

SCHEDULE D – Any other details

Nil

SCHEDULE E – Allocation of Exclusive Use Areas

Nil

Stansure Strata

PO Box 184 KEDRON QLD 4031 ABN: 83084149413

Ph: 07 3359 9877 Email: theteam@stansurestrata.com.au

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Page 1

Balance Sheet - C.T.S. 30297 "MANLY BROOK" 49 GANNON AVENUE, MANLY, QLD 4179 For the Financial Period 01/05/2024 to 30/04/2025

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Manly Brook CTS 30297	\$22,700.63	\$61,559.78	\$84,260.41
Manly Brook CTS 30297-4	\$0.00	\$50,000.00	\$50,000.00
GST Paid	\$3,356.55	\$352.45	\$3,709.00
Total Assets	\$26,057.18	\$111,912.23	\$137,969.41
Liabilities			
BAS Clearing	\$557.58	\$(1,306.01)	\$(748.43)
GST Collected	\$1,319.31	\$463.78	\$1,783.09
GST Uncollected	\$(2,086.89)	\$(708.97)	\$(2,795.86)
Paid in Advance	\$22,958.17	\$7,799.50	\$30,757.67
Sundry Creditors	\$4,437.20	\$45,930.44	\$50,367.64
Total Liabilities	\$27,185.37	\$52,178.74	\$79,364.11
Net Assets	\$(1,128.19)	\$59,733.49	\$58,605.30
Owners Funds			
Opening Balance	\$(1,289.50)	\$147,513.02	\$146,223.52
Net Income For The Period	\$161.31	\$(87,779.53)	\$(87,618.22)
Total Owners Funds	\$(1,128.19)	\$59,733.49	\$58,605.30

Income and Expenditure Statement - C.T.S. 30297**"MANLY BROOK"****49 GANNON AVENUE, MANLY, QLD 4179**

For the Financial Period 01/05/2024 to 30/04/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Income Tax Refund	\$7.70	\$0.00	\$0.00
Interest on Overdues	\$59.64	\$0.00	\$290.63
Levy Income	\$116,650.94	\$116,650.94	\$104,627.52
Special Levy Income	\$0.00	\$0.00	\$586.84
Total Administrative Fund Income	\$116,718.28	\$116,650.94	\$105,504.99
Expenses			
Audit Fees	\$806.00	\$806.00	\$806.00
BAS Preparation Fee	\$990.00	\$990.00	\$990.00
Bank Charges	\$3.40	\$56.11	\$42.20
Bank Charges-Deft Process Fee	\$11.04	\$110.00	\$97.04
Body Corporate Admin.	\$1,358.00	\$1,176.00	\$1,190.00
Caretakers Contract	\$56,805.88	\$57,000.00	\$54,772.69
Communication & Outlays	\$4,849.76	\$4,849.76	\$4,849.76
Contractor Compliance	\$250.00	\$250.00	\$250.00
Debt Collection Fees	\$0.00	\$0.00	\$0.00
Deficit Recovery	\$0.00	\$1,289.50	\$0.00
Electricity	\$458.42	\$2,070.00	\$1,636.92
Fees Permits Engin Reports	\$340.00	\$306.00	\$306.00
Fire Equipment Servicing/Emer Lighting	\$436.50	\$500.00	\$450.00
Fuel	\$0.00	\$100.00	\$0.00
Gardens & Grounds	\$6,280.24	\$4,200.00	\$2,502.25
Gutter Cleaning	\$1,700.00	\$2,000.00	\$0.00
Income Tax	\$1,211.40	\$0.00	\$277.20
Insurance	\$28,129.64	\$29,700.00	\$29,396.57
Insurance Valuation	\$0.00	\$0.00	\$586.86
Management Fee	\$3,969.50	\$4,046.00	\$3,740.00
Meeting Expenses	\$145.00	\$0.00	\$0.00
PAYG	\$321.00	\$0.00	\$0.00
Pool & Spa - Chemicals	\$1,007.92	\$1,300.00	\$1,254.06
Pool - Annual Inspection	\$711.50	\$250.00	\$50.50
Pool - Repairs	\$0.00	\$0.00	\$71.82
Rep & Maint. - Bldg	\$0.00	\$100.00	\$263.27
Rep & Maint. - Electrical	\$0.00	\$100.00	\$69.95
Rep & Maint. - Gutter Repairs	\$0.00	\$0.00	\$0.00
Rep & Maint. - Plumbing	\$0.00	\$100.00	\$0.00

Income and Expenditure Statement - C.T.S. 30297
"MANLY BROOK"
49 GANNON AVENUE, MANLY, QLD 4179
For the Financial Period 01/05/2024 to 30/04/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Safety Report	\$483.23	\$483.23	\$462.32
Tax Return Fees	\$370.00	\$370.00	\$370.00
Termite Inspection/Treatment	\$4,232.50	\$3,450.50	\$3,250.50
Water Rates	\$951.66	\$200.00	\$88.84
Workers Compensation	\$734.38	\$847.81	\$847.81
Total Administrative Fund Expenses	\$116,556.97	\$116,650.91	\$108,622.56
Administrative Fund Surplus/Deficit	\$161.31	\$0.03	\$(3,117.57)

Income and Expenditure Statement - C.T.S. 30297
"MANLY BROOK"**49 GANNON AVENUE, MANLY, QLD 4179**

For the Financial Period 01/05/2024 to 30/04/2025

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest Received	\$4,029.54	\$0.00	\$4,146.05
Interest on Overdues	\$27.50	\$0.00	\$121.99
Levy Income	\$42,655.04	\$42,655.04	\$41,418.80
Total Sinking Fund Income	\$46,712.08	\$42,655.04	\$45,686.84
Expenses			
Driveway Repairs	\$4,570.00	\$0.00	\$0.00
Gardens & Grounds	\$362.73	\$0.00	\$11,341.02
Gutter Cleaning	\$1,850.50	\$0.00	\$0.00
Pool Furniture	\$1,087.45	\$0.00	\$0.00
Pool Repairs	\$0.00	\$0.00	\$490.00
Provision - Future Expenditure	\$0.00	\$42,654.55	\$0.00
Rep & Maint. - Building	\$78,834.27	\$0.00	\$1,350.09
Rep & Maint. - Electrical	\$670.00	\$0.00	\$2,672.82
Rep & Maint. - Fencing	\$33,425.56	\$0.00	\$81,030.17
Rep & Maint. - Gutter Repairs	\$2,750.00	\$0.00	\$0.00
Rep & Maint. - TV Aerial	\$354.55	\$0.00	\$0.00
Rep & Maintenance - Painting	\$5,649.55	\$0.00	\$0.00
Rep & Maintenance - Plumbing	\$1,137.00	\$0.00	\$3,900.00
Tree Lopping and Removal	\$3,800.00	\$0.00	\$3,000.00
Waste Removal	\$0.00	\$0.00	\$731.82
Total Sinking Fund Expenses	\$134,491.61	\$42,654.55	\$104,515.92
Sinking Fund Surplus/Deficit	\$(87,779.53)	\$0.49	\$(58,829.08)

Sharon Mundy

From: Strata 2 <strata2@directinsurance.com.au>
Sent: Saturday, 12 April 2025 8:04 AM
To: Accounts Team
Subject: Insurance Renewal for Body Corp Manly Brook CTS 30297 Due to Expire on 30/04/2025
Attachments: Insurance Report - Body Corporate for Manly Brook CTS 30297 - Without Machinery Breakdown.pdf; Insurance Report - Body Corporate for Manly Brook CTS 30297 - With Machinery Breakdown.pdf; Renewal Invoice DEFTBF-Body Corp Manly-QRSC23002845-523996.pdf; GAWStrata -Body Corp - QRSC23002845-523996.pdf
Categories: Shaz

DIRECT
INSURANCE BROKERS



Good morning,

The insurance for **Body Corp Manly Brook CTS 30297** is due for renewal on the **30/04/2025**.

SUMMARY

Over the last few weeks, our office has been negotiating terms with your existing insurance provider, **SCI** and my general advice would be to remain with them for the upcoming period.

Please note, the invoice attached is the SCI option without Machinery Breakdown included. Please let us know which option the Body Corporate would like to accept, and we ensure you are provided with the correct invoice.

Without Machinery Breakdown

Insurer	Total Payable	General Advice
SCI (Allianz) Renewal	\$ 30,359.15	Proposed
AXIS (XL Insurance)	\$ 30,367.14	
Longitude (CHUBB)	\$ 31,837.21	
CHU (QBE)	\$ 53,434.32	

With Machinery Breakdown

Insurer	Total Payable	General Advice
SCI (Allianz) Renewal	\$ 32,555.12	Proposed
Longitude (CHUBB)	\$ 32,671.74	
IIS (Lloyds)	\$ 33,189.62	
CHU (QBE)	\$ 54,121.61	

Please refer to the attached **Insurance Report** I have created for you, that provides detailed information about the renewal, quotes, and other important information.

This policy has been based on the property information contained in the following proposal link <https://go.kavacrm.com/T3rjaoTnjvh5>. Should any information be incorrect or require updating please advise our office.

If you have any questions, or require any changes to be made, please contact me to discuss, otherwise to ensure continuity of cover, we will automatically renew the policy from expiry date.

Kind regards,
Stacey Iconomidis
Account Executive

Direct Insurance Brokers


Phone: 07 3866 5444 38 Brookes Street, Bowen Hills QLD, 4006
 Australian Financial Services License 241075



Strata 2

38 Brookes Street, Bowen Hills QLD 4006
Phone: 07 3866 5444
Email: strata2@directinsurance.com.au
Web: directinsurance.com.au

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We're a major sponsor for  **Bloomhill** CANCER CARE
Find out how you can help too [Click Here](#)

RENEWAL TAX INVOICE

Body Corp Manly Brook CTS 30297
C/- P.O. Box 184
KEDRON QLD 4031

Date: 12/04/2025

Invoice Number: 523996

Account Manager: BC39

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the Insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	CTD Community Title - Domestic	Premium	
Insured	Body Corp Manly Brook CTS 30297	Base Premium	\$24,912.12
Policy Description	Community Title - Domestic - 49 Gannon Avenue, Manly Qld 4179	F & E Service Levy	\$0.00
Policy Number	QRSC23002845	Stamp Duty	\$2,466.30
Period of Insurance	30/04/2025 to 30/04/2026	Underwriter Fee	\$220.00
Effective Date	30/04/2025	Broker Fee	\$175.00
Insurer	SCI - Strata Community Insurance Agencies Pty Ltd	Admin Fee	\$50.00
		GST	\$2,535.73
Underwritten By	Allianz Australia Insurance Limited	Invoice Total	\$30,359.15

Payment Options**DEFT Reference Number
40726225239963**

Pay by credit card or registered bank account at www.deft.com.au. Payments by credit card may attract a surcharge.



*498 407262 25239963

Pay in-store at Australia Post by cheque or EFTPOS

**Biller Code: 20362**
Ref: 40726225239963**Direct Insurance Brokers****Want to pay monthly?**[Click here to accept online](#)

Total amount payable \$33,664.66
(includes application fee and credit charges)
or visit edge.iqumulate.com/myaccount
Enter code: **CXYDTMCGHD**

✓
Smooth out cash flow
Easy monthly payments
No additional security

Name: Body Corp Manly Brook CTS 30297**Client ID:** 12035**Invoice No:** 523996

1 st instalment of:	\$3,384.47
followed by 9 instalments of:	\$3,364.47
or Total Due:	\$30,359.15

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

Direct Insurance Brokers

AFSL 241075
AB.N. 39010352075

IMPORTANT INFORMATION AND NOTICES

Our Remuneration

Our remuneration for advising you about this insurance will be by way of fee and/or commission. Commission is paid by the insurer of your policy, and fees are charged by our office for the service we provide. All these amounts include GST. Some of our remuneration may be tax deductible.

	Amount	GST	Total
Broker Fee	\$175.00	\$17.50	\$247.50
Admin Fee	\$50.00	\$5.00	
Commission	\$4,982.43	\$498.26	\$5,480.69
Total Income	\$5,207.43	\$520.76	\$5,728.19
Referral Partner Amount	-\$3,736.82	-\$373.68	-\$4,110.50
Net Income	\$1,470.61	\$147.08	\$1,617.69

Out of the income received by Direct Insurance Brokers, we MAY pay a portion of this to a referrer, associate and/or authorised representative. This is not an additional cost, this comes out of the income we receive, and is paid to help assist our office in managing the insurance arrangements. All amounts are displayed in the table above, and if you have any questions, please contact our office.

About this notice / Statutory documents: This important notice highlights some of the legal requirements, conditions and obligations that relate to the placement and operation of your insurance policy. For your protection, please read carefully these notices and our Financial Services Guide, any Statements of Advice and the insurer's Product Disclosure Statement before you complete the proposal form.

Appointment / Authority to act as your broker: When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to all insurance contracts, including claims.

Your Disclosure Obligations

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your 'duty to take reasonable care not to make a misrepresentation' and may cause issues in relation to the validity of your insurance policy and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about.

Non-disclosure

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract of insurance, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure, or you are fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

Direct Insurance Brokers

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If you are in doubt about whether or not a particular matter should be disclosed, please contact your Account Executive.

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us, and we will explain their Duty of Disclosure to them directly.

If your circumstances change, our recommendations may no longer be appropriate. Please tell us about any changes in your circumstances so that we can confirm that your insurance continues to be suitable for your needs.

Standard Covers: The Insurance Contracts Acts Regulations set out the standard cover terms of motor vehicle, home building, home contents, sickness and accident, consumer credit and travel insurance. If any insurer wishes to rely on a term which is different from the standard cover terms, the insurer must clearly inform you in writing of that different term. The insurer may do so by giving you a copy of the PDS/policy wording.

Change of Risks or Circumstances / Alterations to Your Business: It is vital that you should advise us in writing of any departure from your "normal" form of business activities (i.e. that which has already been conveyed to your insurers). For example, acquisitions, changes in occupation or location, new products or new overseas activities. To ensure proper protection, please consult with us if you are in any doubt as to whether your insurer should or should not be told of certain changes.

Average or Co-Insurance Protection: Some policies contain an Average/Co-Insurance clause which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance. As such, if you are in any doubt regarding this clause insofar as it applies to your policy, please contact your Account Executive for assistance.

Utmost Good Faith: Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act towards each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by insurers.

Conflicts of Interest: Direct Insurance Brokers was established in 1980, and has a large portfolio of clients, some of whom have been with us for many years. We have built strong personal and business relationships based on trust and integrity, however perceived or actual conflicts of interest need to be addressed and disclosed. Our business employs staff and has owners that may be friends and/or family of clients or industry colleagues. We have a Conflicts Register where we address these matters, and outline our handling of them to prevent any impact to our clients. Any conflicts are addressed by management, and we endeavour to make sure they do not impact our ability to do our job as a licensed insurance broker.

Claims Made and Notified Policy: Some insurance policies operate on a so-called "claims made and notified" basis. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover, irrespective of when the circumstances giving rise to the claim occurred.

Retained Remuneration: You are aware from our Financial Services Guide that we earn commission from insurers for placing insurance with them. Most of the commission and fees we earn are paid to staff and for operational expenses. When you pay this invoice, you agree that should this insurance be adjusted or cancelled during the period of insurance, we will retain our remuneration. You will receive the return premium only from the underwriter, however any commission or fees that our offices receive will be retained by us. A Broker fee may be charged to process the cancellation. For some insurances there is no refund entitlement. If Premium Funding is used to pay a premium, any refund is remitted to the Premium Funding company unless they direct otherwise. We are not responsible for any additional funding costs that may accrue through delays in obtaining refunds from insurers.

Misstatement of Premium: We try to tell you the correct amount of premium and statutory charges that applies to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. By instructing us to arrange insurance for you, you agree, where permitted by law, that you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

Notes:

Body Corporate Manly Brook CTS 30297

RESIDENTIAL STRATA INSURANCE SUMMARY

Location: 49 Gannon Avenue, Manly Qld 4179

Insurance Period: 30/04/2025 to 30/04/2026

This summary is intended to provide a quick reference to your cover. It highlights benefits and draws attention to some aspects of cover that are commonly misunderstood. It is not an exhaustive explanation of all the benefits and exclusions of the:

STRATA COMMUNITY INSURANCE (SCI) - RESIDENTIAL STRATA version SCI034-Policy-RS-PPW-02/2021 insurer's documentation prevails and should be read. The policy wording is enclosed.

The policy is underwritten by Allianz Australia Insurance 100%. SCI Pty Ltd is the Wholesale Intermediary. Should you wish to access the Financial Services Guide, please contact us and we will arrange to have a copy sent to you. The U/W Levy is a SCI Pty Ltd fee.

Please contact us if you have any questions or need more details or advice on this or any other insurance.

This invoice has been issued by **Direct Insurance Brokers Pty Ltd ABN 39 010 352 075 AFSL 241 075**. Please contact us if you have any questions or need more details or advice on this or any other insurance.

Policy Schedule

SECTION 1	PART A	Building	\$16,376,850
		Common Area Contents	\$163,769
		Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temp Accommodation	\$2,456,528
	Floating Floors		Not Included
	Flood		Not Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearer's Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$4,913,055
SECTION 9	Government Audit Costs		\$25,000
	Appeal Expenses		\$100,000
	Legal Defence Expenses		\$50,000
SECTION 10	Lot Owner's Fixtures & Fittings		\$300,000
SECTION 11	Loss of Lot Market Value		Not Selected
EXCESSES:	Section 1	\$1,000	Insured Property (including Earthquake)
		\$2,500	Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater
	Section 9	\$1,000	Legal Defence Expenses and 10% contribution

Direct Insurance Brokers

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FLOOD Notice:

The definition of flood is:

the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

*Please be aware that flood is not covered by this policy. Flood insurance **may** possibly be available, so if you require this protection, please advise our office to seek quotations.*

BUILDING SUM INSURED Notice

Underinsurance is a major problem in Australia, and it's important that your strata scheme complies with legislation and insures the building for its full replacement value. Over the last few years, we've seen a dramatic rise in the cost of rebuilding, and would strongly recommend that all schemes make a conscious effort to check their building sum insured and engage a professional valuer on a regular basis to confirm the correct insurable amount.

STORM SURGE Notice

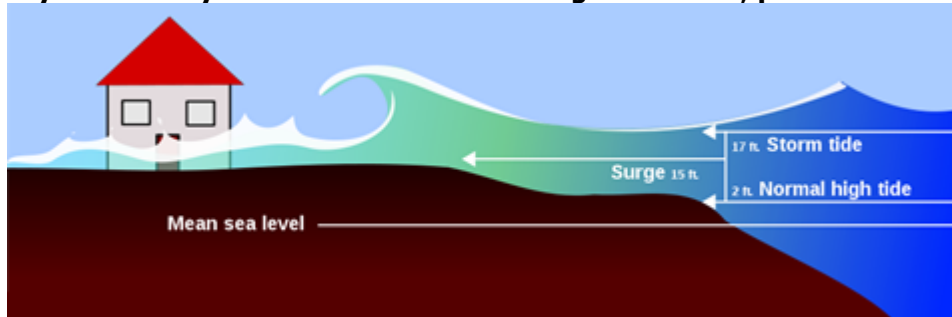
A storm surge is a coastal flood or tsunami-like phenomenon of rising water commonly associated with low pressure weather systems (such as tropical cyclones and strong extratropical cyclones), the severity of which is affected by the shallowness and orientation of the water body relative to storm path, and the timing of tides. Most casualties during tropical cyclones occur as the result of storm surges.

Does my policy cover this?

The majority of policies specifically exclude Storm Surge on it's own, however SOME may provide cover for the damage caused by Storm Surge if such Damage occurs at the same time as other damage directly caused by a named cyclone.

However please be aware that any named cyclone excess noted on your schedule will apply to all damage caused by Storm Surge and named cyclone.

If you have any concerns about Storm Surge insurance, please contact our office – (07) 3866 5444.



Property Details

This policy has been provided based on the following property information. If any of these details are incorrect or need to be updated, please contact our office on (07) 3866 5444.

Year Built:	2002	External Walls:	Brick / Profile Fibre Cement	Cladding/Type/%	Yes / FC Sheeting / Approx 40%
No. of Lots:	34	Floors:	Concrete	% of Holiday Let:	0%
No. of Storeys:	2	Roof:	Colourbond	% of Commercial Lots:	No
No. of Pools:	1	No. of Lifts:	Nil	Other:	Nil
Are there any known defects or hazards: No					

Office Bearers Liability provides cover on a "Claims Made" Basis. (This is different to ordinary legal liability insurances).

For any Office Bearers Liability claim to be considered by your insurance company, the following **must** happen **during** the current period of insurance:-

- A claim is made against you AND you were unaware, at the start of the period of insurance, that its circumstances might lead to a claim;
or,
- You become aware for the first time about circumstances which might lead to a claim against you.

In both cases the claim or circumstances must be notified to your insurance company promptly and **before the current period of insurance expires.**

IMPORTANT MATTERS

Policy Wording (PDS)

If you would like a hard copy of your policy wording, please contact our office.

Any changes in commercial tenants from the previous renewal must be notified to our office.

Office Bearers Liability provides cover on a "Claims Made" Basis. (This is different to ordinary legal liability insurances). For any Office Bearers Liability claim to be considered by your insurance company, the following **must** happen **during** the current period of insurance:-

- A claim is made against you AND you were unaware, at the start of the period of insurance, that its circumstances might lead to a claim;
or,
- You become aware for the first time about circumstances which might lead to a claim against you.

In both cases the claim or circumstances must be notified to your insurance company promptly and **before the current period of insurance expires.**

Privacy Policy Statement

We have recently updated our Privacy Policy which includes details of how we handle personal information and how individuals can access and correct their information or make a complaint about Privacy. To access our Privacy Policy, it can be downloaded from our website www.directinsurance.com.au or contact us by phone and request a hardcopy.

Financial Claims Scheme

In the unlikely event Insurers were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1800 931 678

TERMS OF ENGAGEMENT

Insurance Brokers Code of Practice

We are bound by the Insurance Brokers Code of Practice Version 01.11.2022. A copy is available on our website, or contact us by phone and request a hardcopy

Our Services

As your insurance broker, we will provide the following services;

Help you identify and assess your risks and develop a proposal to submit to potential insurers

Advise as to your insurance requirements.

Prepare underwriting submissions.

Seek insurance quotes (we will seek quotes from the broader general insurance market before making a recommendation. We have arrangements with numerous insurers, which enables us to find the right insurance product for you)

Negotiate terms with any existing insurers and with alternative insurers.

Place the insurances agreed upon.

Review policy wordings and obtain signed policies from insurers

Direct Insurance Brokers

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Confirm the placement and renewal of the insurances to you.

Calculate, invoice and collect the premiums.

Adjust premiums on prior year policies where applicable (Declaration Policies).

Review your insurance arrangements:

- when you inform us about material changes to your circumstances;
- at the time of any scheduled Status Reviews as agreed with you;
- upon renewal of your insurances.

Facilitate policy changes and/or cancellations as per your instructions

If required, assist you with any Insurance Premium Funding needs.

If required, assist you to manage any claims you may need to make:

- we will keep you informed in a timely manner regarding the progress of claims.
- when we receive an insurer's response to a submitted claim, we will notify you of the outcome as soon as it is reasonably practical to do so.
- if a claim is either unreasonably denied or reduced by the insurer, we will act as claims advocate on your behalf to try to have the claim paid.
- we will advise you if the insurer seeks to negotiate a settlement of your claim.
- we will seek your instructions before agreeing to any settlement, or compromise of a claim.
- if the insurer declines to pay a claim, we will explain the reasons for the insurer's decision and outline what further steps can be taken, including steps to make a complaint.
- in the event you terminate our appointment as your insurance broker we will provide details of any claim(s) to your new insurance broker, so that they may continue to negotiate settlement, on your behalf.

we will take reasonable steps to contact you at least fourteen (14) days prior to your insurance cover expiry date to engage you on the next steps to be taken prior to the expiry of the policy. We will take appropriate, professional and timely steps to seek insurance cover terms and conditions and advise you of available options (if any) for your consideration.

Continuity of Cover

It is important that you maintain continuity of cover. Accordingly, if a contract of insurance falls due and we are unable to contact you, we will

- automatically arrange for the policy to be held covered (or renewed if necessary).
- Transfer your cover to an alternate Insurer who offers a more appropriate policy if your current Insurer imposes any terms which may reduce your cover
- Arrange cover through an alternate Insurer, if possible, should your current Insurer decline to offer renewal or continued to provide cover.
-

If you do not require the cover, we ask that you tell us as soon as possible. A short-term premium may apply. Please tell us if you do not wish us to provide this service

Remuneration

In return for the services we provide, we may receive a commission usually between 0 and 30 per cent of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer, and we may charge fees. These will be clearly noted on our Invoice

If we pay a referral fee to anyone, this income comes from the commission/fees that we earn as the broker. The percentage paid to any Referrers can range between 0-100% and will be clearly noted on our Invoice.

Policy Alterations and Cancellations

If a cover is altered or cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer and not refund any part of the commission and our fees we receive for arranging the cover. A broker fee may be charged to process the cancellation.

Cancellation

We can only cancel a contract of insurance on the written instructions of a person authorised to represent each of the parties who are named as insureds. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

Payment Terms

We will invoice you for the premium, statutory charges (e.g. stamp duty and fire services levy) and any fees we charge for arranging your insurances. You must pay us within:

- Within 14 days of the date of the invoice;
- or, in the case of a renewal, before the expiry date of the contract of insurance.

If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

Premium funding

Premium funding products enable you to pay your premiums by installments. Premium funders do charge interest and they take a power of attorney over your insurance policy as they have paid the premium for it to the insurer in advance, in full, as required at the beginning of the policy period.

We can arrange premium funding on your behalf if you require it. We may receive a commission based on a percentage of the premium from the premium funder for doing so. We will tell you the basis and amount of any such payment before or at the time the premium funding is arranged

Our advice to you is General Advice only unless otherwise advised.

When arranging insurance on your behalf, we will not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Clients should obtain and read the relevant product disclosure statements before making a decision.

Your Disclosure Obligations

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your 'duty to take reasonable care not to make a misrepresentation' and may cause issues in relation to the validity of your insurance policy and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about.

Non-disclosure

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If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract of insurance, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure, or you are fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Account Executive.

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us, and we will explain their Duty of Disclosure to them directly.

If your circumstances change, our recommendations may no longer be appropriate. Please tell us about any changes in your circumstances so that we can confirm that your insurance continues to be suitable for your needs.

Period of Engagement

Unless we agree otherwise, our appointment is ongoing throughout the period of insurance until either this appointment is cancelled by yourself or we are no longer able to act as your Broker

We also provide you with a Financial Services Guide (FSG). This document contains important information about our relationship with you such as

- Our status as a licensed financial services provider;
- disclosure obligations on your part and ours;
- potential conflicts of interest that we have in our dealings with insurers, other service providers, staff;
- professional indemnity insurance arrangements;
- internal and external complaints resolution procedures
- details of our privacy policy

We will notify you of any changes to terms of trade or services provided.

Financial Service Guide

The financial services referred to in this financial services guide (FSG) are offered by:

Direct Insurance Brokers Pty Ltd ABN 39 010 352 075, AFSL No 241075

Address: 38 Brookes Street, Bowen Hills Qld 4006

Phone: 07 3866 5444

Email: admin@directinsurance.com.au

Website: www.directinsurance.com.au

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- the services we offer you.
- how we and others are paid.
- any potential conflict of interest we may have.
- our internal and external dispute resolution procedures and how you can access them.
- arrangements we have in place to compensate clients for losses.

General Advice

Direct Insurance Brokers provides advice, it will only provide you "general advice" unless we tell you otherwise. When we provide you with general advice, we will provide this advice without considering your personal objectives, financial situation and needs. Because of this you need to consider the appropriateness of the advice having regard to your financial situation, objectives and needs before acting on our advice. Before making any decision about whether to acquire a product you should consider any policy documentation and relevant Product Disclosure Statement.

Personal Advice – Only offered for Personal Accident/Disability Policies

Lack of Independence

Why we are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you

We, are not independent, impartial, or unbiased pursuant to section 923A of the Corporations Act because:

- We may receive commission, gifts or other benefits when we provide personal advice to you in relation to insurance products and other financial products; such as Personal Accident/Disability Policies -. In these instances we will provide you with a Statement of Advice
- We may have associations or relationships with issuers of insurance products and other financial products.

Further information about these benefits and relationships is set out in this Financial Services Guide.

If you have any questions about this information, please ask us.

Further information when personal advice is given

We will tell you and provide you with further information whenever we provide you with advice which takes into account your objectives, financial situation and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a statement of advice (SOA).

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

Contractual Liability and your insurance cover

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

What information do you maintain in my file and can I examine my file?

We maintain a record of your personal profile, including details of insurance policies that we arrange for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA, IS or PDS that we give or pass on to you for the period required by law.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request. A copy is also available on our website, www.directinsurance.com.au.

If you wish to look at your file, please ask us. We will make arrangements for you to do so.

How will I pay for the services provided?

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in some cases we will also charge you fees. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the invoice.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fees we have charged you. We will

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also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account, or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium.

Product disclosure statement

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a product disclosure statement (PDS), unless you already have an up-to-date PDS. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that product.

From when does this FSG apply?

This FSG applies from 19 February 2025 and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will cover services not covered by this FSG.

How can I instruct you?

You can contact us to give us instructions by post, phone or email via details mentioned on page 1 of this FSG.

Who is responsible for the financial services provided?

Direct Insurance Brokers Pty Ltd is responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG.

Direct Insurance Brokers Pty Ltd holds a current Australian Financial Services Licensee no: 241075. The contact details for Direct Insurance Brokers Pty Ltd are on page 1 of this FSG.

Direct Insurance Brokers Pty Ltd also trades as Salon Insurance Australia and Strata Brokers.

What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?

Direct Insurance Brokers Pty Ltd is authorised to advise and deal in general insurance products to retail and/or wholesale clients. We will do this for you as your broker unless we tell you otherwise.

Will I receive tailored advice?

Maybe not in all cases. However, we may need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange insurance policies for you, or to give you advice about your insurance needs. We will ask you for the details that we need to know.

In some cases, we will not ask for any of this information. If we do not ask, or if you do not give us all of the information we ask for, any advice you receive may not be appropriate to your needs, objectives and financial situation.

You should read the warnings contained in any Statement of Advice (SOA) or Information Statement (IS), or any other warnings that we give you, carefully before making any decision about an insurance policy.

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when you inform us about changes in your circumstances.

In some cases, we may automatically renew your insurance to ensure you continue to be covered. At the time we will send you an offer to renew the insurance policy and invoice you for the cost of the renewal. If there is a change in your circumstances or if you want to change the details of cover, contact us as soon as you receive the renewal offer. This will allow us to assess whether your insurance is appropriate to your needs and circumstances.

How are any commissions, fees or other benefits calculated for providing the financial services?

Our commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

X = our commission

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Y% = the percentage commission paid to us by the insurer. Our commission varies between 0% and 30%.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

Any fees that we charge you will be shown separately in our invoice.

If we pay a referral fee to anyone, this income comes from the commission/fees that we earn as the broker. The percentage paid to any Referrers can range between 0-100% and will be clearly noted in our Invoice.

Our employees that will assist you with your insurance needs will be paid in two ways – a market salary and/or commission.

If we give you personal advice, we will inform you of any fees, commission or other payments we, our associates or anyone referring you to us (or us to any insurer) will receive in relation to the policies that are the subject of the advice.

Do you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?

Steadfast

Direct Insurance Brokers Pty Ltd pay a membership fee to Steadfast Group Limited (Steadfast) to be a Steadfast Group Limited member also referred to as a Steadfast Network Broker, we have access to services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast, or available exclusively to Steadfast Network Brokers for a fee.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners. You can obtain a copy of Steadfast's FSG at www.steadfast.com.au

CQIB

Direct Insurance Brokers Pty Ltd is also a member of the Council of Queensland Insurance Brokers Inc (CQIB) and may receive indirect benefits from arranging cover for CQIB branded products. CQIB negotiates with certain insurers to issue enhanced products with broader cover for the clients of CQIB members.

CQIB may receive royalties and/or sponsorship from insurers and other service providers for its annual convention and monthly member meetings. These royalties and sponsorships also provide members education programs which offer opportunities for members to enhance their skills and knowledge.

NIBA

Direct Insurance Brokers Pty Ltd is a member of the National Insurance Brokers Association (NIBA) and subscribe to the Insurance Brokers Code of Practice.

Premium Funding

If we arrange premium funding for you, we may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or charges). If you instruct us to arrange or issue a product, this is when we become entitled to the commission.

Our commission rates for premium funding are in the range of 0% to 3% of funded premium. When we arrange premium funding for you, you can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you.

Staff Family and Friends

Direct Insurance Brokers was established in 1980, and has a large portfolio of clients, some of whom have been with us for many years. We have built strong personal and business relationships based on trust and integrity, however perceived or actual conflicts of interest need to be addressed and disclosed. Our business employs staff and has owners that may be friends and/or family of clients or industry colleagues. We have a conflicts register where we address these matters, and outline our handling of them to prevent any impact to our clients. Any conflicts are addressed by management, and we endeavour to make sure they do not impact our ability to do our job as a licensed insurance broker.

What should I do if I have a complaint?

Contact us and tell us about your complaint. We will do our best to resolve it quickly.

If your complaint is not satisfactorily resolved within 20 days, please contact our Complaints Officer on 07 3866 5444 or put your complaint in writing and send it to the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly.

Direct Insurance Brokers Pty Ltd is a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to the AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:

Mailing Address

Australian Financial Complaints Authority

GPO Box 3

Melbourne, VIC, 3001

Ph - 1800 931 678

Email - info@afca.org.au

Website - www.afca.org.au

What arrangements do you have in place to compensate clients for losses?

Direct Insurance Brokers Pty Ltd has a Professional Indemnity Insurance policy (PI policy) in place.

The PI policy covers us and our employees for claims made against us and our employees by clients as a result of conduct by us or our employees in the provision of financial services.

Our PI policy cover us for claims relating to the conduct of representatives who no longer work for us.

This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

Any questions?

If you have any further questions about the financial services Direct Insurance Brokers Pty Ltd provides, please contact us.

Please retain this document for your reference and any future dealings with Direct Insurance Brokers Pty Ltd.

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: PSC0223395

2. Location of the swimming pool

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

Street address:

49 GANNON AVE

MANLY QLD

Postcode

4

1

7

9

Lot and plan details:

9999/SP/141906

Local government area:

BRISBANE CITY

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.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

1

7

/

0

8

/

2

0

2

4

Expiry date:

1

7

/

0

8

/

2

0

2

5

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:

ANGELA GRANT

Pool safety inspector
licence number:

PS101182

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.