

## **Compliance Workpapers**

Worrall2021 SMSF

Financial Year - 2022



**Fund Details**

<b>Fund Name</b>	Worrall2021 SMSF
<b>Contact no</b>	
<b>Financial Year</b>	2022
<b>Established Date</b>	22/11/2021
<b>ABN</b>	14 758 680 308
<b>TFN</b>	465900031
<b>Trustee Type</b>	Corporate
<b>Trustees</b>	JCWPCW Investments Pty Ltd
<b>ACN</b>	655513867

## Statement of Financial Position

Assets	Qty	2022	2021	Change (\$)	Change (%)	
<b>Investments</b>	0.00	595,500.00	0.00	595,500.00	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Direct Property</b>	0.00	595,500.00	0.00	595,500.00	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	1.00	595,500.00	0.00	595,500.00	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a> <a href="#">WP-4</a>
<b>Other Assets</b>	0.00	50,281.97	0.00	50,281.97	100.00	
<b>Cash At Bank</b>	0.00	50,281.97	0.00	50,281.97	100.00	<a href="#">WP-1</a>
Macquarie Bank Account #7933	0.00	50,281.97	0.00	50,281.97	100.00	<a href="#">WP-1</a>
<b>Total Assets</b>	0.00	645,781.97	0.00	645,781.97	100.00	

Liabilities	Qty	2022	2021	Change (\$)	Change (%)	
<b>Borrowings</b>	0.00	319,549.71	0.00	319,549.71	100.00	
<b>Limited Recourse Borrowing Arrangement</b>	0.00	319,549.71	0.00	319,549.71	100.00	
Mortgage Ezy	0.00	319,549.71	0.00	319,549.71	100.00	<a href="#">WP-1</a>
<b>Total Liabilities</b>	0.00	319,549.71	0.00	319,549.71	100.00	

Member Entitlements	Qty	2022	2021	Change (\$)	Change (%)	
<b>Member Entitlement Accounts</b>	0.00	326,232.26	0.00	326,232.26	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Mr Peter Worrall</b>	0.00	457.77	0.00	457.77	100.00	

Member Entitlements	Qty	2022	2021	Change (\$)	Change (%)	
Accumulation	0.00	457.77	0.00	457.77	100.00	
<b>Mrs Julie Worrall</b>	0.00	325,774.49	0.00	325,774.49	100.00	
Accumulation	0.00	325,774.49	0.00	325,774.49	100.00	
<b>Total Member Entitlements</b>	0.00	326,232.26	0.00	326,232.26	100.00	

## Operating Statement

Income	2022	2021	Change (\$)	Change (%)	
<b>Investment Income</b>	3,897.58	0.00	3,897.58	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Interest</b>	57.58	0.00	57.58	100.00	
<b>Cash At Bank</b>	57.58	0.00	57.58	100.00	
Macquarie Bank Account #7933	57.58	0.00	57.58	100.00	
<b>Rent</b>	3,840.00	0.00	3,840.00	100.00	
<b>Direct Property</b>	3,840.00	0.00	3,840.00	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	3,840.00	0.00	3,840.00	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a>
<b>Member Receipts</b>	364,923.25	0.00	364,923.25	100.00	
<b>Contributions</b>	4,580.56	0.00	4,580.56	100.00	<a href="#">WP-1</a>
<b>Employer</b>	3,580.56	0.00	3,580.56	100.00	
Mrs Julie Worrall	3,580.56	0.00	3,580.56	100.00	
<b>Member</b>	1,000.00	0.00	1,000.00	100.00	
<b>Personal Non-Concessional</b>	1,000.00	0.00	1,000.00	100.00	
Mr Peter Worrall	500.00	0.00	500.00	100.00	
Mrs Julie Worrall	500.00	0.00	500.00	100.00	
<b>Rollovers In</b>	360,342.69	0.00	360,342.69	100.00	
Mrs Julie Worrall	360,342.69	0.00	360,342.69	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>

Income	2022	2021	Change (\$)	Change (%)	
Total Income	368,820.83	0.00	368,820.83	100.00	
Expenses	2022	2021	Change (\$)	Change (%)	
<b>Investment Losses</b>	21,517.50	0.00	21,517.50	100.00	
<b>Decrease in Market Value</b>	21,517.50	0.00	21,517.50	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	21,517.50	0.00	21,517.50	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	21,517.50	0.00	21,517.50	100.00	<a href="#">WP-1</a>
<b>Other Expenses</b>	21,071.07	0.00	21,071.07	100.00	
Establishment Fee	5,500.00	0.00	5,500.00	100.00	<a href="#">WP-1</a>
<b>Interest Paid</b>	3,807.66	0.00	3,807.66	100.00	
<b>Limited Recourse Borrowing Arrangement</b>	3,807.66	0.00	3,807.66	100.00	
Mortgage Ezy	3,807.66	0.00	3,807.66	100.00	<a href="#">WP-1</a>
<b>Property Expenses</b>	10,498.41	0.00	10,498.41	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Advertising</b>	220.00	0.00	220.00	100.00	
<b>Direct Property</b>	220.00	0.00	220.00	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	220.00	0.00	220.00	100.00	
<b>Agents Management Fee</b>	845.68	0.00	845.68	100.00	
<b>Direct Property</b>	845.68	0.00	845.68	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	845.68	0.00	845.68	100.00	
<b>Council Rates</b>	555.80	0.00	555.80	100.00	
<b>Direct Property</b>	555.80	0.00	555.80	100.00	

Expenses	2022	2021	Change (\$)	Change (%)	
5 Bulburin Street, Yarrabilba QLD 4207	555.80	0.00	555.80	100.00	
<b>Insurance Premium</b>	1,907.11	0.00	1,907.11	100.00	
<b>Direct Property</b>	1,907.11	0.00	1,907.11	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	1,907.11	0.00	1,907.11	100.00	<a href="#">WP-1</a>
<b>Interest On Late Settlement Paid</b>	2,153.56	0.00	2,153.56	100.00	
<b>Direct Property</b>	2,153.56	0.00	2,153.56	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	2,153.56	0.00	2,153.56	100.00	
<b>Legal Fees</b>	757.88	0.00	757.88	100.00	
<b>Direct Property</b>	757.88	0.00	757.88	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	757.88	0.00	757.88	100.00	
<b>Pest Control</b>	170.00	0.00	170.00	100.00	
<b>Direct Property</b>	170.00	0.00	170.00	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	170.00	0.00	170.00	100.00	
<b>Sundry Expenses</b>	3,888.38	0.00	3,888.38	100.00	
<b>Direct Property</b>	3,888.38	0.00	3,888.38	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	3,888.38	0.00	3,888.38	100.00	
<b>Valuation Fees</b>	1,265.00	0.00	1,265.00	100.00	
<b>Direct Property</b>	1,265.00	0.00	1,265.00	100.00	
5 Bulburin Street, Yarrabilba QLD 4207	1,265.00	0.00	1,265.00	100.00	<a href="#">WP-1</a>
<b>Total Expenses</b>	42,588.57	0.00	42,588.57	100.00	

Income Tax	2022	2021	Change (\$)	Change (%)	
Total Income Tax	0.00	0.00	0.00	0.00	
Net Profit(Loss) Total	326,232.26	0.00			



## Lump Sum Payment - Good to Go

Great news! After review there is nothing that requires your attention.




## Work Test - Good to Go

Great news! After review there is nothing that requires your attention.

## Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
Current Year Contributions			Concessional	Non-Concessional
Mrs Julie Worrall				
Date of Birth: 07/09/1972 (Age: 48 at 30/06/2022)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		75,000.00	0.00
	Maximum cap available		102,500.00	110,000.00
	Contributions made (to this fund)		3,580.56	500.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		3,580.56	500.00
	Amount above caps		0.00	0.00
Mr Peter Worrall				
Date of Birth: 10/08/1971 (Age: 49 at 30/06/2022)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		75,000.00	0.00
	Maximum cap available		102,500.00	110,000.00
	Contributions made (to this fund)		0.00	500.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	500.00
	Amount above caps		0.00	0.00

**Negative Balance**

				Current Status : Good to Go Prior Status : Warning	Prepared By : Danica Sabado	Reviewed By : N/A
	Date	Description		Debits	Credits	Balance
<b>Mortgage Ezy</b>						
	03/05/2022	Settlement		320,000.00	0.00	-320,000.00
	04/06/2022	Interest Paid		1,057.22	0.00	-321,057.22
	06/06/2022	Repayment		0.00	1,507.51	-319,549.71

**Contra Bank Entries**

				Current Status : Good to Go Prior Status : Warning		Prepared By : Danica Sabado	Reviewed By : N/A
	Date	Description		Debits	Credits	Balance	
<b>Mortgage Ezy</b>							
🚩	06/06/2022	Repayment		0.00	1,507.51	-319,549.71	
<b>Macquarie Bank Account #7933</b>							
🚩	06/06/2022	ntx investor tru		1,507.51	0.00	45,192.58	

## Income Comparison - Good to Go

Great news! After review there is nothing that requires your attention.

### Benefits Paid to Member < 60 - Good to Go

Great news! After review there is nothing that requires your attention.

## Retirement Condition - Good to Go

Great news! After review there is nothing that requires your attention.



### Market Value - Not Applicable

The system did not find any data to process.

### Pension Limit - Not Applicable

The system did not find any data to process.

## Tax Effective Allocation of Pension Payment (Member Level) - Not Applicable

The system did not find any data to process.

### Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

## Preservation Components - Not Applicable

The system did not find any data to process.

## Tax Component Verification (Accumulation) - Not Applicable

The system did not find any data to process.

## Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

## Tax Effective Allocation of Pension Payment (Pension Account Level) - Not Applicable

The system did not find any data to process.



## General Ledger

Date	Description	Quantity	Debits	Credits	Balance
<b>Member Receipts / Rollovers In / Mrs Julie Worrall</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
16/12/2021	Sunsuper	0.00	0.00	250,000.00	250,000.00
18/02/2022	Sunsuper	0.00	0.00	110,342.69	360,342.69
30/06/2022	Closing Balance	0.00	0.00	0.00	360,342.69
<b>Member Receipts / Contributions / Employer / Mrs Julie Worrall</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/06/2022	quicksuper	0.00	0.00	2,784.88	2,784.88
16/06/2022	quicksuper	0.00	0.00	795.68	3,580.56
30/06/2022	Closing Balance	0.00	0.00	0.00	3,580.56
<b>Member Receipts / Contributions / Member / Personal Non-Concessional / Mr Peter Worrall</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/02/2022	Assumed paid on personal acct	0.00	0.00	500.00	500.00
30/06/2022	Closing Balance	0.00	0.00	0.00	500.00
<b>Member Receipts / Contributions / Member / Personal Non-Concessional / Mrs Julie Worrall</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/02/2022	Assumed paid on personal acct	0.00	0.00	500.00	500.00
30/06/2022	Closing Balance	0.00	0.00	0.00	500.00

Date	Description	Quantity	Debits	Credits	Balance
<b>Investment Income / Interest / Cash At Bank / Macquarie Bank Account #7933</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
31/12/2021	Macquarie interest	0.00	0.00	5.44	5.44
31/01/2022	Macquarie interest	0.00	0.00	10.29	15.73
28/02/2022	Macquarie interest	0.00	0.00	11.00	26.73
31/03/2022	Macquarie interest	0.00	0.00	14.76	41.49
29/04/2022	Macquarie interest	0.00	0.00	8.41	49.90
31/05/2022	Macquarie interest	0.00	0.00	2.01	51.91
30/06/2022	Macquarie interest	0.00	0.00	5.67	57.58
30/06/2022	Closing Balance	0.00	0.00	0.00	57.58
<b>Investment Income / Rent / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
31/05/2022	Elever aba rent	0.00	0.00	1,920.00	1,920.00
30/06/2022	Elever aba rent	0.00	0.00	1,920.00	3,840.00
30/06/2022	Closing Balance	0.00	0.00	0.00	3,840.00
<b>Other Expenses / Establishment Fee</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
30/12/2021	Orange financial	0.00	5,500.00	0.00	5,500.00
30/06/2022	Closing Balance	0.00	0.00	0.00	5,500.00
<b>Other Expenses / Limited Recourse Borrowing Arrangement / Mortgage Ezy</b>					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Settlement	0.00	2,750.44	0.00	2,750.44
04/06/2022	Interest Paid	0.00	1,057.22	0.00	3,807.66
30/06/2022	Closing Balance	0.00	0.00	0.00	3,807.66
<b>Other Expenses / Property Expenses / Advertising / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
31/05/2022	Advertising	0.00	220.00	0.00	220.00
30/06/2022	Closing Balance	0.00	0.00	0.00	220.00
<b>Other Expenses / Property Expenses / Agents Management Fee / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Agents Management Fee	0.00	550.00	0.00	550.00
31/05/2022	Agents Management Fee	0.00	147.84	0.00	697.84
30/06/2022	Agents Management Fee	0.00	147.84	0.00	845.68
30/06/2022	Closing Balance	0.00	0.00	0.00	845.68
<b>Other Expenses / Property Expenses / Council Rates / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Council Rates	0.00	555.80	0.00	555.80
30/06/2022	Closing Balance	0.00	0.00	0.00	555.80
<b>Other Expenses / Property Expenses / Insurance Premium / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
26/04/2022	Allianz insure	0.00	1,907.11	0.00	1,907.11
30/06/2022	Closing Balance	0.00	0.00	0.00	1,907.11
<b>Other Expenses / Property Expenses / Interest On Late Settlement Paid / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Interest On Late Settlement Paid	0.00	2,153.56	0.00	2,153.56
30/06/2022	Closing Balance	0.00	0.00	0.00	2,153.56
<b>Other Expenses / Property Expenses / Legal Fees / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Independent legal advice	0.00	660.00	0.00	660.00
04/05/2022	CJM Lawyers	0.00	97.88	0.00	757.88
30/06/2022	Closing Balance	0.00	0.00	0.00	757.88
<b>Other Expenses / Property Expenses / Pest Control / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
30/06/2022	Pest Control	0.00	170.00	0.00	170.00
30/06/2022	Closing Balance	0.00	0.00	0.00	170.00
<b>Other Expenses / Property Expenses / Sundry Expenses / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Bank fees	0.00	59.07	0.00	59.07
03/05/2022	Disbursement	0.00	641.39	0.00	700.46
03/05/2022	PEXA	0.00	117.92	0.00	818.38

Date	Description	Quantity	Debits	Credits	Balance
03/05/2022	Registration fee	0.00	1,948.00	0.00	2,766.38
31/05/2022	Letting	0.00	528.00	0.00	3,294.38
31/05/2022	Opticomm	0.00	330.00	0.00	3,624.38
31/05/2022	Photography	0.00	165.00	0.00	3,789.38
30/06/2022	Smoke alarm	0.00	99.00	0.00	3,888.38
30/06/2022	Closing Balance	0.00	0.00	0.00	3,888.38
<b>Other Expenses / Valuation Fees / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
21/03/2022	Valuation group	0.00	1,265.00	0.00	1,265.00
30/06/2022	Closing Balance	0.00	0.00	0.00	1,265.00
<b>Investment Losses / Decrease in Market Value / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
30/06/2022	Market Value Adjustment	0.00	21,517.50	0.00	21,517.50
30/06/2022	Closing Balance	0.00	0.00	0.00	21,517.50
<b>Income Tax Expense / Income Tax Expense</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/06/2022	Fund Income Tax	0.00	417.73	0.00	417.73
16/06/2022	Fund Income Tax	0.00	119.35	0.00	537.08
30/06/2022	Fund Income Tax	0.00	0.00	537.08	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
<b>Investments - 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/02/2022	Property Purchase	1.00	595,500.00	0.00	595,500.00
03/05/2022	Legal Fees	0.00	1,695.00	0.00	597,195.00
03/05/2022	Stamp Duty	0.00	19,822.50	0.00	617,017.50
30/06/2022	Market Value Adjustment	0.00	0.00	21,517.50	595,500.00
30/06/2022	Closing Balance	1.00	0.00	0.00	595,500.00
<b>Cash At Bank - Macquarie Bank Account #7933</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
16/12/2021	Sunsuper	0.00	250,000.00	0.00	250,000.00
30/12/2021	Orange financial	0.00	0.00	5,500.00	244,500.00
31/12/2021	Macquarie interest	0.00	5.44	0.00	244,505.44
31/01/2022	Macquarie interest	0.00	10.29	0.00	244,515.73
18/02/2022	Sunsuper	0.00	110,342.69	0.00	354,858.42
28/02/2022	Macquarie interest	0.00	11.00	0.00	354,869.42
21/03/2022	CJM Lawyers	0.00	0.00	500.00	354,369.42
21/03/2022	Valuation group	0.00	0.00	1,265.00	353,104.42
28/03/2022	CJM Lawyers	0.00	0.00	58,550.00	294,554.42
31/03/2022	Macquarie interest	0.00	14.76	0.00	294,569.18
19/04/2022	CJM Lawyers	0.00	0.00	100,000.00	194,569.18

Date	Description	Quantity	Debits	Credits	Balance
20/04/2022	CJM Lawyers	0.00	0.00	100,000.00	94,569.18
21/04/2022	CJM Lawyers	0.00	0.00	27,950.00	66,619.18
26/04/2022	Allianz insure	0.00	0.00	1,907.11	64,712.07
29/04/2022	Macquarie interest	0.00	8.41	0.00	64,720.48
03/05/2022	CJM Lawyers	0.00	0.00	18,453.68	46,266.80
04/05/2022	CJM Lawyers	0.00	0.00	97.88	46,168.92
31/05/2022	Elever aba rent	0.00	529.16	0.00	46,698.08
31/05/2022	Macquarie interest	0.00	2.01	0.00	46,700.09
06/06/2022	ntx investor tru	0.00	0.00	1,507.51	45,192.58
09/06/2022	quicksuper	0.00	2,784.88	0.00	47,977.46
16/06/2022	quicksuper	0.00	795.68	0.00	48,773.14
30/06/2022	Elever aba rent	0.00	1,503.16	0.00	50,276.30
30/06/2022	Macquarie interest	0.00	5.67	0.00	50,281.97
30/06/2022	Closing Balance	0.00	0.00	0.00	50,281.97
<b>Other Assets - Unsettled Trades / Acquisitions / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/02/2022	Property Deposit Paid	0.00	1,000.00	0.00	1,000.00
09/02/2022	Property Purchase	0.00	0.00	595,500.00	594,500.00
21/03/2022	Purchase Settlement Paid	0.00	494.63	0.00	594,005.37
28/03/2022	Purchase Settlement Paid	0.00	57,921.37	0.00	536,084.00

Date	Description	Quantity	Debits	Credits	Balance
19/04/2022	Purchase Settlement Paid	0.00	98,926.34	0.00	437,157.66
20/04/2022	Purchase Settlement Paid	0.00	98,926.34	0.00	338,231.32
21/04/2022	Purchase Settlement Paid	0.00	27,649.91	0.00	310,581.41
03/05/2022	Legal Fees	0.00	0.00	1,695.00	312,276.41
03/05/2022	Purchase Settlement Paid	0.00	18,255.55	0.00	294,020.86
03/05/2022	Purchase Settlement Paid	0.00	313,843.36	0.00	19,822.50
03/05/2022	Stamp Duty	0.00	0.00	19,822.50	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Unsettled Trades / Acquisitions / Limited Recourse Borrowing Arrangement / Mortgage Ezy</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Settlement	0.00	0.00	2,750.44	2,750.44
03/05/2022	Settlement	0.00	0.00	317,249.56	320,000.00
03/05/2022	Settlement	0.00	320,000.00	0.00	0.00
04/06/2022	Interest Paid	0.00	0.00	1,057.22	1,057.22
04/06/2022	Interest Paid	0.00	1,057.22	0.00	0.00
06/06/2022	Repayment	0.00	0.00	1,507.51	1,507.51
06/06/2022	Repayment	0.00	1,507.51	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / Macquarie Bank Account #7933</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
31/12/2021	Macquarie interest	0.00	0.00	5.44	5.44
31/12/2021	Macquarie interest	0.00	5.44	0.00	0.00
31/01/2022	Macquarie interest	0.00	0.00	10.29	10.29
31/01/2022	Macquarie interest	0.00	10.29	0.00	0.00
28/02/2022	Macquarie interest	0.00	0.00	11.00	11.00
28/02/2022	Macquarie interest	0.00	11.00	0.00	0.00
31/03/2022	Macquarie interest	0.00	0.00	14.76	14.76
31/03/2022	Macquarie interest	0.00	14.76	0.00	0.00
29/04/2022	Macquarie interest	0.00	0.00	8.41	8.41
29/04/2022	Macquarie interest	0.00	8.41	0.00	0.00
31/05/2022	Macquarie interest	0.00	0.00	2.01	2.01
31/05/2022	Macquarie interest	0.00	2.01	0.00	0.00
30/06/2022	Macquarie interest	0.00	0.00	5.67	5.67
30/06/2022	Macquarie interest	0.00	5.67	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
31/05/2022	Elever aba rent	0.00	529.16	0.00	529.16
31/05/2022	Rental Income/Disbursements Received	0.00	0.00	529.16	0.00
30/06/2022	Elever aba rent	0.00	1,503.16	0.00	1,503.16

Date	Description	Quantity	Debits	Credits	Balance
30/06/2022	Rental Income/Disbursements Received	0.00	0.00	1,503.16	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Rollovers In / Mrs Julie Worrall</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
16/12/2021	RolloverIn Received	0.00	0.00	250,000.00	250,000.00
16/12/2021	Sunsuper	0.00	250,000.00	0.00	0.00
18/02/2022	RolloverIn Received	0.00	0.00	110,342.69	110,342.69
18/02/2022	Sunsuper	0.00	110,342.69	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Mr Peter Worrall</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/02/2022	Assumed paid on personal acct	0.00	500.00	0.00	500.00
09/02/2022	Contribution Received	0.00	0.00	500.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Mrs Julie Worrall</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/02/2022	Assumed paid on personal acct	0.00	500.00	0.00	500.00
09/02/2022	Contribution Received	0.00	0.00	500.00	0.00
09/06/2022	Contribution Received	0.00	0.00	2,784.88	2,784.88
09/06/2022	quicksuper	0.00	2,784.88	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
16/06/2022	Contribution Received	0.00	0.00	795.68	795.68
16/06/2022	quicksuper	0.00	795.68	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Establishment Fee</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
30/12/2021	Orange financial	0.00	0.00	5,500.00	5,500.00
30/12/2021	Orange financial	0.00	5,500.00	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Limited Recourse Borrowing Arrangement / Mortgage Ezy</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Settlement	0.00	0.00	2,750.44	2,750.44
03/05/2022	Settlement	0.00	2,750.44	0.00	0.00
04/06/2022	Interest Paid	0.00	0.00	1,057.22	1,057.22
04/06/2022	Interest Paid	0.00	1,057.22	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Agents Management Fee / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
21/03/2022	Purchase Settlement Paid	0.00	0.44	0.00	0.44
28/03/2022	Purchase Settlement Paid	0.00	51.71	0.00	52.15
19/04/2022	Purchase Settlement Paid	0.00	88.31	0.00	140.46

Date	Description	Quantity	Debits	Credits	Balance
20/04/2022	Purchase Settlement Paid	0.00	88.32	0.00	228.78
21/04/2022	Purchase Settlement Paid	0.00	24.69	0.00	253.47
03/05/2022	Agents Management Fee	0.00	0.00	550.00	296.53
03/05/2022	Purchase Settlement Paid	0.00	16.30	0.00	280.23
03/05/2022	Purchase Settlement Paid	0.00	280.23	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Council Rates / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
21/03/2022	Purchase Settlement Paid	0.00	0.45	0.00	0.45
28/03/2022	Purchase Settlement Paid	0.00	52.26	0.00	52.71
19/04/2022	Purchase Settlement Paid	0.00	89.26	0.00	141.97
20/04/2022	Purchase Settlement Paid	0.00	89.25	0.00	231.22
21/04/2022	Purchase Settlement Paid	0.00	24.95	0.00	256.17
03/05/2022	Council Rates	0.00	0.00	555.80	299.63
03/05/2022	Purchase Settlement Paid	0.00	16.47	0.00	283.16
03/05/2022	Purchase Settlement Paid	0.00	283.16	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Insurance Premium / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
26/04/2022	Allianz insure	0.00	0.00	1,907.11	1,907.11

Date	Description	Quantity	Debits	Credits	Balance
26/04/2022	Allianz insure	0.00	1,907.11	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Interest On Late Settlement Paid / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
21/03/2022	Purchase Settlement Paid	0.00	1.73	0.00	1.73
28/03/2022	Purchase Settlement Paid	0.00	202.49	0.00	204.22
19/04/2022	Purchase Settlement Paid	0.00	345.84	0.00	550.06
20/04/2022	Purchase Settlement Paid	0.00	345.84	0.00	895.90
21/04/2022	Purchase Settlement Paid	0.00	96.66	0.00	992.56
03/05/2022	Interest On Late Settlement Paid	0.00	0.00	2,153.56	1,161.00
03/05/2022	Purchase Settlement Paid	0.00	63.82	0.00	1,097.18
03/05/2022	Purchase Settlement Paid	0.00	1,097.18	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Legal Fees / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
21/03/2022	Purchase Settlement Paid	0.00	0.53	0.00	0.53
28/03/2022	Purchase Settlement Paid	0.00	62.06	0.00	62.59
19/04/2022	Purchase Settlement Paid	0.00	105.99	0.00	168.58
20/04/2022	Purchase Settlement Paid	0.00	105.99	0.00	274.57
21/04/2022	Purchase Settlement Paid	0.00	29.62	0.00	304.19

Date	Description	Quantity	Debits	Credits	Balance
03/05/2022	Independent legal advice	0.00	0.00	660.00	355.81
03/05/2022	Purchase Settlement Paid	0.00	19.56	0.00	336.25
03/05/2022	Purchase Settlement Paid	0.00	336.25	0.00	0.00
04/05/2022	CJM Lawyers	0.00	0.00	97.88	97.88
04/05/2022	CJM Lawyers	0.00	97.88	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Sundry Expenses / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
21/03/2022	Purchase Settlement Paid	0.00	2.22	0.00	2.22
28/03/2022	Purchase Settlement Paid	0.00	260.11	0.00	262.33
19/04/2022	Purchase Settlement Paid	0.00	444.26	0.00	706.59
20/04/2022	Purchase Settlement Paid	0.00	444.26	0.00	1,150.85
21/04/2022	Purchase Settlement Paid	0.00	124.17	0.00	1,275.02
03/05/2022	Bank fees	0.00	0.00	59.07	1,215.95
03/05/2022	Disbursement	0.00	0.00	641.39	574.56
03/05/2022	PEXA	0.00	0.00	117.92	456.64
03/05/2022	Purchase Settlement Paid	0.00	81.98	0.00	538.62
03/05/2022	Purchase Settlement Paid	0.00	1,409.38	0.00	1,948.00
03/05/2022	Registration fee	0.00	0.00	1,948.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
<b>Other Creditors and Accruals / Valuation Fees / Direct Property / 5 Bulburin Street, Yarrabilba QLD 4207</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
21/03/2022	Valuation group	0.00	0.00	1,265.00	1,265.00
21/03/2022	Valuation group	0.00	1,265.00	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Borrowings / Limited Recourse Borrowing Arrangement / Mortgage Ezy</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
03/05/2022	Settlement	0.00	0.00	320,000.00	320,000.00
04/06/2022	Interest Paid	0.00	0.00	1,057.22	321,057.22
06/06/2022	Repayment	0.00	1,507.51	0.00	319,549.71
30/06/2022	Closing Balance	0.00	0.00	0.00	319,549.71
<b>Income Tax Payable / Provision for Income Tax</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/06/2022	Tax Effect Of Income	0.00	0.00	417.73	417.73
16/06/2022	Tax Effect Of Income	0.00	0.00	119.35	537.08
30/06/2022	Tax Effect Of Income	0.00	537.08	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Fund Suspense / Macquarie Bank Account #7933</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
16/12/2021	Sunsuper	0.00	0.00	250,000.00	250,000.00

Date	Description	Quantity	Debits	Credits	Balance
16/12/2021	Sunsuper	0.00	250,000.00	0.00	0.00
30/12/2021	Orange financial	0.00	0.00	5,500.00	5,500.00
30/12/2021	Orange financial	0.00	5,500.00	0.00	0.00
31/12/2021	Macquarie interest	0.00	0.00	5.44	5.44
31/12/2021	Macquarie interest	0.00	5.44	0.00	0.00
31/01/2022	Macquarie interest	0.00	0.00	10.29	10.29
31/01/2022	Macquarie interest	0.00	10.29	0.00	0.00
18/02/2022	Sunsuper	0.00	0.00	110,342.69	110,342.69
18/02/2022	Sunsuper	0.00	110,342.69	0.00	0.00
28/02/2022	Macquarie interest	0.00	0.00	11.00	11.00
28/02/2022	Macquarie interest	0.00	11.00	0.00	0.00
21/03/2022	CJM Lawyers	0.00	0.00	500.00	500.00
21/03/2022	CJM Lawyers	0.00	500.00	0.00	0.00
21/03/2022	Valuation group	0.00	0.00	1,265.00	1,265.00
21/03/2022	Valuation group	0.00	1,265.00	0.00	0.00
28/03/2022	CJM Lawyers	0.00	0.00	58,550.00	58,550.00
28/03/2022	CJM Lawyers	0.00	58,550.00	0.00	0.00
31/03/2022	Macquarie interest	0.00	0.00	14.76	14.76
31/03/2022	Macquarie interest	0.00	14.76	0.00	0.00
19/04/2022	CJM Lawyers	0.00	0.00	100,000.00	100,000.00



Date	Description	Quantity	Debits	Credits	Balance
19/04/2022	CJM Lawyers	0.00	100,000.00	0.00	0.00
20/04/2022	CJM Lawyers	0.00	0.00	100,000.00	100,000.00
20/04/2022	CJM Lawyers	0.00	100,000.00	0.00	0.00
21/04/2022	CJM Lawyers	0.00	0.00	27,950.00	27,950.00
21/04/2022	CJM Lawyers	0.00	27,950.00	0.00	0.00
26/04/2022	Allianz insure	0.00	0.00	1,907.11	1,907.11
26/04/2022	Allianz insure	0.00	1,907.11	0.00	0.00
29/04/2022	Macquarie interest	0.00	0.00	8.41	8.41
29/04/2022	Macquarie interest	0.00	8.41	0.00	0.00
03/05/2022	CJM Lawyers	0.00	0.00	18,453.68	18,453.68
03/05/2022	CJM Lawyers	0.00	18,453.68	0.00	0.00
04/05/2022	CJM Lawyers	0.00	0.00	97.88	97.88
04/05/2022	CJM Lawyers	0.00	97.88	0.00	0.00
31/05/2022	Elever aba rent	0.00	0.00	529.16	529.16
31/05/2022	Elever aba rent	0.00	529.16	0.00	0.00
31/05/2022	Macquarie interest	0.00	0.00	2.01	2.01
31/05/2022	Macquarie interest	0.00	2.01	0.00	0.00
06/06/2022	ntx investor tru	0.00	0.00	1,507.51	1,507.51
06/06/2022	ntx investor tru	0.00	1,507.51	0.00	0.00
09/06/2022	quicksuper	0.00	0.00	2,784.88	2,784.88

Date	Description	Quantity	Debits	Credits	Balance
09/06/2022	quicksuper	0.00	2,784.88	0.00	0.00
16/06/2022	quicksuper	0.00	0.00	795.68	795.68
16/06/2022	quicksuper	0.00	795.68	0.00	0.00
30/06/2022	Elever aba rent	0.00	0.00	1,503.16	1,503.16
30/06/2022	Elever aba rent	0.00	1,503.16	0.00	0.00
30/06/2022	Macquarie interest	0.00	0.00	5.67	5.67
30/06/2022	Macquarie interest	0.00	5.67	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
<b>Member Entitlement Accounts / Mr Peter Worrall / Accumulation</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
09/02/2022	Assumed paid on personal acct	0.00	0.00	500.00	500.00
30/06/2022	Income Taxes Allocated	0.00	0.00	0.61	500.61
30/06/2022	Investment Profit or Loss	0.00	42.84	0.00	457.77
30/06/2022	Closing Balance	0.00	0.00	0.00	457.77
<b>Member Entitlement Accounts / Mrs Julie Worrall / Accumulation</b>					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
16/12/2021	Sunsuper	0.00	0.00	250,000.00	250,000.00
09/02/2022	Assumed paid on personal acct	0.00	0.00	500.00	250,500.00
18/02/2022	Sunsuper	0.00	0.00	110,342.69	360,842.69
09/06/2022	Contribution Tax Withheld	0.00	417.73	0.00	360,424.96

Date	Description	Quantity	Debits	Credits	Balance
09/06/2022	quicksuper	0.00	0.00	2,784.88	363,209.84
16/06/2022	Contribution Tax Withheld	0.00	119.35	0.00	363,090.49
16/06/2022	quicksuper	0.00	0.00	795.68	363,886.17
30/06/2022	Income Taxes Allocated	0.00	0.00	536.47	364,422.64
30/06/2022	Investment Profit or Loss	0.00	38,648.15	0.00	325,774.49
30/06/2022	Closing Balance	0.00	0.00	0.00	325,774.49

## Permanent Documents

[OCR\\_Consents.pdf](#)

[OCR\\_Trustee Declarations.pdf](#)

[OCR\\_Worrall2021 SMSF\\_Deed.pdf](#)

[OCR\\_Investment Strategy.pdf](#)

## Additional Documents

[OCR\\_2022 ASIC.pdf](#)

**Worrall2021 SMSF**  
**Investment Revaluation as at 30 June 2022**

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
<b>Property Direct Market</b>					
YARRABILBA 5 Bulburin Street, Yarrabilba QLD 4207	30 Jun 2022	595,500.00000	1.00000	595,500.00	(21,517.50)
<b>Property Direct Market Total</b>				<b>595,500.00</b>	<b>(21,517.50)</b>
<b>Fund Total</b>				<b>595,500.00</b>	<b>(21,517.50)</b>

**Worrall2021 SMSF**  
**Investment Income Comparison Report**  
 For the period 1 July 2021 to 30 June 2022

Payment Date	Income Type	Ledger Data			Announcement Data				
		Total Income	Tax Credits+	Diff *	Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+
<b>Cash At Bank</b>									
<b>MBL.BACCT1: Macquarie Bank Account #7933</b>									
31/12/2021	Interest	5.44	0.00						
31/01/2022	Interest	10.29	0.00						
28/02/2022	Interest	11.00	0.00						
31/03/2022	Interest	14.76	0.00						
29/04/2022	Interest	8.41	0.00						
31/05/2022	Interest	2.01	0.00						
30/06/2022	Interest	5.67	0.00						
		57.58	0.00						
<b>Total</b>		<b>57.58</b>	<b>0.00</b>						

+Note: Tax Credits refer to franking credits for domestic income and foreign tax credits where the income is foreign in nature.



## Worrall2021 SMSF

### Members Summary Report - For the period 1/07/2021 to 30/06/2022

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
<b>Mrs Julie Worrall</b>											
5 Heysen Circuit Andrews Farms SA 5114											
Accumulation <b>Accumulation</b>	0.00	4,080.56	360,342.69	(38,648.15)	0.00	(0.61)	0.00	0.00	0.00	0.00	325,774.49
	0.00	4,080.56	360,342.69	(38,648.15)	0.00	(0.61)	0.00	0.00	0.00	0.00	325,774.49
<b>Mr Peter Worrall</b>											
5 Heysen Circuit Andrews Farms SA 5114											
Accumulation <b>Accumulation</b>	0.00	500.00	0.00	(42.84)	0.00	0.61	0.00	0.00	0.00	0.00	457.77
	0.00	500.00	0.00	(42.84)	0.00	0.61	0.00	0.00	0.00	0.00	457.77
	0.00	4,580.56	360,342.69	(38,690.99)	0.00	0.00	0.00	0.00	0.00	0.00	326,232.26



**Worrall2021 SMSF**  
**Investment Summary as at 30 June 2022**

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<b><u>Bank</u></b>								
Macquarie Bank Account #7933				50,281.97	50,281.97			15.41%
Mortgage Ezy				(319,549.71)	(319,549.71)			(97.95)%
				<b>(269,267.74)</b>	<b>(269,267.74)</b>			<b>(82.54)%</b>
<b><u>Property Direct Market</u></b>								
5 Bulburin Street, Yarrabilba QLD 4207	1.00000	617,017.5000	595,500.0000	617,017.50	595,500.00	(21,517.50)	(3.49)%	182.54%
				<b>617,017.50</b>	<b>595,500.00</b>	<b>(21,517.50)</b>	<b>(3.49)%</b>	<b>182.54%</b>
				<b>347,749.76</b>	<b>326,232.26</b>	<b>(21,517.50)</b>	<b>(6.19)%</b>	<b>100.00%</b>

The accounting cost is the original cost base adjusted by any subsequent capital call/improvement or capital return transactions. In many cases, it is not the same as the adjusted or reduced cost base, or the reset cost base resulting from the CGT relief. To view the tax cost base and unrealised gain/(loss) for tax purposes refer to the Unrealised Capital Gains Report or change the report parameter to tax cost base.

**Worrall2021 SMSF**  
**Investment Income Summary**  
**For the period 1 July 2021 to 30 June 2022**

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<b><u>Bank</u></b>													
Macquarie Bank Account #7933													
57.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57.58	0.00	0.00	0.00	0.00
<b>57.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>57.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Property Direct Market</u></b>													
5 Bulburin Street, Yarrabilba QLD 4207													
3,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,840.00	0.00	0.00	0.00	0.00
<b>3,840.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,840.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>3,897.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,897.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* Distributed capital gains components correspond to the cash amount received. You should refer to Realised Capital Gains or Distribution Reconciliation Reports for tax and capital gain reporting purpose.



**Worral2021 SMSF  
Fund ABN: 14 758 680 308  
Rental Property Schedule  
For the Period From 1 July 2021 to 30 June 2022**

**Property Account Name**     **5 Bulburin Street, Yarrabilba QLD 4207**  
Property Type             Residential  
Address of the Property     0/5 BULBURIN STREET  
  YARRABILBA, QLD 4207  
  Australia

Description	Tax Return Label	Amount	Prior Year
<b>Income</b>			
Rent from Property	B	3,840.00	0.00
<b>Gross Rent</b>		<b>3,840.00</b>	<b>0.00</b>
<b>Expenses</b>			
Advertising	I	220.00	0.00
Agents Management Fee	I	845.68	0.00
Council Rates	I	555.80	0.00
Insurance Premium	I	1,907.11	0.00
Interest On Late Settlement Paid	I	2,153.56	0.00
Legal Fees	I	757.88	0.00
Pest Control	I	170.00	0.00
Sundry Expenses	I	3,888.38	0.00
<b>Total Expenses</b>		<b>10,498.41</b>	<b>0.00</b>
<b>Net Rent</b>		<b>(6,658.41)</b>	<b>0.00</b>

**Worrall2021 SMSF**  
(ABN: 14 758 680 308)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2021 - 30 June 2022	Residential Address: 5 Heysen Circuit Andrews Farms, SA 5114
Member	Number: 1
Mrs Julie Clare Worrall	Date of Birth: 7 September 1972 Date Joined Fund: 22 November 2021 Eligible Service Date: 6 July 1992
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF  
Refer to the Member Benefit Statements produced for each member account for further details*

**Your Accounts**

<b>Withdrawal Benefit</b> as at 1 Jul 2021	
Accumulation	-
<b>Total</b> as at 1 Jul 2021	<u>-</u>

<b>Withdrawal Benefit</b> as at 30 Jun 2022	
Accumulation	325,774.49
<b>Total</b> as at 30 Jun 2022	<u><u>325,774.49</u></u>

**Your Tax Components**

Tax Free	27,497.49
Taxable - Taxed	298,277.00
Taxable - Untaxed	-

**Your Preservation Components**

Preserved	325,530.46
Restricted Non Preserved	-
Unrestricted Non Preserved	244.03

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

No beneficiary details have been recorded

**For Enquiries:**  
mail Worrall2021 SMSF, 5 Heysen Circuit, Andrews Farm SA 5114

**Worrall2021 SMSF**  
(ABN: 14 758 680 308)

**Member Benefit Statement**

Period	Member Account Details
1 July 2021 - 30 June 2022	Residential Address: 5 Heysen Circuit Andrews Farms, SA 5114
<b>Member</b> Number: 1	Date of Birth: 7 September 1972
<b>Mrs Julie Clare Worrall</b>	Date Joined Fund: 22 November 2021
<b>Accumulation Account</b>	Eligible Service Date: 6 July 1992
<b>Accumulation</b>	Tax File Number Held: Yes
	Account Start Date: 22 November 2021

Your Account Summary	
<b>Withdrawal Benefit</b> as at 1 Jul 2021	-
<i><u>Increases to your account:</u></i>	
Employer Contributions	3,580.56
Member Contributions	500.00
Rollovers In	360,342.69
Tax on Net Fund Income	536.47
<b><u>Total Increases</u></b>	<b>364,959.72</b>
<i><u>Decreases to your account:</u></i>	
Contributions Tax	537.08
Share Of Net Fund Income	38,648.15
<b><u>Total Decreases</u></b>	<b>39,185.23</b>
<b>Withdrawal Benefit</b> as at 30 Jun 2022	<b><u><u>325,774.49</u></u></b>

Your Tax Components		
Tax Free	8.4407 %	27,497.49
Taxable - Taxed		298,277.00
Taxable - Untaxed		-

Your Preservation Components	
Preserved	325,530.46
Restricted Non Preserved	-
Unrestricted Non Preserved	244.03

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

No beneficiary details have been recorded

**For Enquiries:**  
mail Worrall2021 SMSF, 5 Heysen Circuit, Andrews Farm SA 5114



**Trustee**

The Trustee of the Fund is as follows:

JCWPCW Investments Pty Ltd

The directors of the Trustee company are:

Peter Worrall and  
Julie Worrall

**Availability of Other Fund Information**

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

**Trustee Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....  
Peter Worrall  
Director - JCWPCW Investments Pty Ltd

.....  
Julie Worrall  
Director - JCWPCW Investments Pty Ltd

Statement Date: 30 June 2022

**For Enquiries:**  
mail Worrall2021 SMSF, 5 Heysen Circuit, Andrews Farm SA 5114

**Worrall2021 SMSF**  
(ABN: 14 758 680 308)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2021 - 30 June 2022	Residential Address: 5 Heysen Circuit Andrews Farms, SA 5114
Member	Number: 2
Mr Peter Colin Worrall	Date of Birth: 10 August 1971 Date Joined Fund: 22 November 2021 Eligible Service Date: 22 November 2021
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF  
Refer to the Member Benefit Statements produced for each member account for further details*

**Your Accounts**

<b>Withdrawal Benefit</b> as at 1 Jul 2021	
Accumulation	-
<b>Total</b> as at 1 Jul 2021	<u>-</u>
<b>Withdrawal Benefit</b> as at 30 Jun 2022	
Accumulation	457.77
<b>Total</b> as at 30 Jun 2022	<u><u>457.77</u></u>

**Your Tax Components**

Tax Free	457.77
Taxable - Taxed	-
Taxable - Untaxed	-

**Your Preservation Components**

Preserved	457.77
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

No beneficiary details have been recorded

**For Enquiries:**  
mail Worrall2021 SMSF, 5 Heysen Circuit, Andrews Farm SA 5114

**Worrall2021 SMSF**  
 (ABN: 14 758 680 308)

**Member Benefit Statement**

Period	Member Account Details
1 July 2021 - 30 June 2022	Residential Address: 5 Heysen Circuit Andrews Farms, SA 5114
Member Number: 2	Date of Birth: 10 August 1971
Mr Peter Colin Worrall	Date Joined Fund: 22 November 2021
Accumulation Account	Eligible Service Date: 22 November 2021
Accumulation	Tax File Number Held: Yes
	Account Start Date: 22 November 2021

Your Account Summary	
<b>Withdrawal Benefit</b> as at 1 Jul 2021	-
<i><u>Increases to your account:</u></i>	
Member Contributions	500.00
Tax on Net Fund Income	0.61
<u>Total Increases</u>	500.61
<i><u>Decreases to your account:</u></i>	
Share Of Net Fund Income	42.84
<u>Total Decreases</u>	42.84
<b>Withdrawal Benefit</b> as at 30 Jun 2022	<b>457.77</b>

Your Tax Components		
Tax Free	100.0000 %	457.77
Taxable - Taxed		-
Taxable - Untaxed		-
Your Preservation Components		
Preserved		457.77
Restricted Non Preserved		-
Unrestricted Non Preserved		-
Your Insurance Benefits		
No insurance details have been recorded		
Your Beneficiaries		
No beneficiary details have been recorded		

**For Enquiries:**  
 mail Worrall2021 SMSF, 5 Heysen Circuit, Andrews Farm SA 5114





**Trustee**

The Trustee of the Fund is as follows:

JCWPCW Investments Pty Ltd

The directors of the Trustee company are:

Peter Worrall and  
Julie Worrall

**Availability of Other Fund Information**

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

**Trustee Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....  
Peter Worrall  
Director - JCWPCW Investments Pty Ltd

.....  
Julie Worrall  
Director - JCWPCW Investments Pty Ltd

Statement Date: 30 June 2022

**For Enquiries:**  
mail Worrall2021 SMSF, 5 Heysen Circuit, Andrews Farm SA 5114

**Worrall2021 SMSF**  
**Contribution Caps**  
**For the Period From 1 July 2021 to 30 June 2022**

**Mr Peter Worrall**

**Date of Birth:** 10 Aug 1971  
**Age:** 50 (at 30/06/2022)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

**Prior Year Contributions** **Non-Concessional**  
 Contributions for the previous 2 years are not confirmed  
 3-year cap in effect from previous years Unknown  
 Total non-concessional contributions in previous 2 years Unknown

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	75,000.00	0.00
Contributions made (to this fund)	3	0.00	500.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	500.00
Amount above caps	4	0.00	0.00
Available		102,500.00	109,500.00

**Notes**

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

**Contributions Breakdown**

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
<b>Concessional</b>	Employer	0.00
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	<b>0.00</b>
<b>NonConcessional</b>	Personal	500.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	<b>500.00</b>
<b>Other</b>	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	<b>Total Other contributions</b>	<b>0.00</b>

**Transactions**

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
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**Worrall2021 SMSF**  
**Contribution Caps**  
**For the Period From 1 July 2021 to 30 June 2022**

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**Mr Peter Worrall**

09/02/2022	Personal	500.00	manual
<b>Totals:</b>		<b>500.00</b>	

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**Worrall2021 SMSF**  
**Contribution Caps**  
**For the Period From 1 July 2021 to 30 June 2022**

**Mrs Julie Worrall**

**Date of Birth:** 07 Sep 1972  
**Age:** 49 (at 30/06/2022)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

<b>Prior Year Contributions</b>		<b>Non-Concessional</b>	
Contributions for the previous 2 years are not confirmed			Unknown
3-year cap in effect from previous years			Unknown
Total non-concessional contributions in previous 2 years			Unknown
<b>Current Year Contributions</b>	<b>Note</b>	<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	75,000.00	0.00
Contributions made (to this fund)	3	3,580.56	500.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		3,580.56	500.00
Amount above caps	4	0.00	0.00
Available		98,919.44	109,500.00

**Notes**

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

**Contributions Breakdown**

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
<b>Concessional</b>	Employer	3,580.56
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	<b>3,580.56</b>
<b>NonConcessional</b>	Personal	500.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	<b>500.00</b>
<b>Other</b>	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	<b>Total Other contributions</b>	<b>0.00</b>

**Transactions**

<b>Date</b>	<b>Contribution Type</b>	<b>Concessional</b>	<b>Non-Concessional</b>	<b>Other</b>	<b>Source</b>
09/02/2022	Personal		500.00		manual
09/06/2022	Employer Voluntary	2,784.88			manual
16/06/2022	Employer Voluntary	795.68			manual
<b>Totals:</b>		<b>3,580.56</b>	<b>500.00</b>		

**Worrall2021 SMSF**  
**Investment Movement Summary**  
**For the period 1 July 2021 to 30 June 2022**

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<b><u>Bank</u></b>										
Macquarie Bank Account #7933		0.00		366,013.15		315,731.18	0.00		50,281.97	50,281.97
Mortgage Ezy		0.00		1,507.51		321,057.22	0.00		(319,549.71)	(319,549.71)
		0.00		367,520.66		636,788.40	0.00		(269,267.74)	(269,267.74)
<b><u>Property Direct Market</u></b>										
5 Bulburin Street, Yarrabilba QLD 4207	0.00	0.00	1.00	617,017.50	0.00	0.00	0.00	1.00	617,017.50	595,500.00
		0.00		617,017.50		0.00	0.00		617,017.50	595,500.00
<b>Fund Total</b>		<b>0.00</b>		<b>984,538.16</b>		<b>636,788.40</b>	<b>0.00</b>		<b>347,749.76</b>	<b>326,232.26</b>

## TAX INVOICE

Invoice# 75119

**Bill To:**

Worrall2021 SMSF  
5 Heysen Circuit  
Andrews Farm SA 5114

Invoice Date: 22/12/2021

Due Date: 29/12/2021

Terms of Payment: 7 Days

Description	Qty	Amount (Ex GST)	GST	Amount (Inc GST)
Preparation of Statement of Advice. Establishment of a Self Managed Superannuation Fund with Corporate Trustee and facilitation of a Bare Trust with Corporate Trustee for investment purposes. Arrange for rollovers from commercial funds to newly established Self Managed Superannuation Fund and bank account.		5,000.00	500.00	5,500.00
<b>Total: \$5,500.00</b>				

Please send this remittance with payment or if Electronic Transfer please indicate invoice number with transfer.

Invoice #: 75119  
Client Name: Worrall2021 SMSF

**EFT Payment:**

Account Name: Grange Financial Services Pty Ltd  
BankWest BSB: 302 162 A/C No: 1470711

# SETTLEMENT STATEMENT

**Matter No:** 2200249  
**Re:** JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
Purchase from DTZ Building Design Pty Ltd A.C.N. 118 448 150  
**Property:** 5 Bulburin Street, Yarrabilba, Queensland 4207

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**Settlement Date:** 3 May, 2022  
**Adjustment Date:** 11 April, 2022  
**Contract Date:** 9 February, 2022  
**Settlement Place:** PEXA  
**Settlement Time:** 3PM

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Contract Price	\$595,500.00
Less Deposit	<u>1,000.00</u>
	\$594,500.00
Plus Rates (adjusted as paid for 1/04/2022 to 30/06/2022) \$632.22 x 80 days 91 days	<u>555.80</u>
	\$595,055.80
Less Water Usage (see calculation following)	<u>0.00</u>
	\$595,055.80
Plus Penalty Interest (11/04/2022 to 3/05/2022 - 22 days @ 6.01%)	<u>2,153.56</u>
<b>BALANCE AT SETTLEMENT</b>	<u><b>\$597,209.36</b></u>

## CHEQUE DETAILS

1. PEXA	<u>\$117.92</u>
2. Logan City Council	\$666.25
3. Business Depot Legal	\$660.00
4. Deputy Commissioner of Taxation	\$41,685.00
5. DTZ Building Design Pty Ltd	<u>\$554,080.19</u>
<b>CHEQUES TOTAL</b>	<u><b>\$597,209.36</b></u>

## WATER USAGE CALCULATION

Date water paid to: 11/03/2022 Reading: 19 kL *Charge per kL -*  
Date of search reading: 29/03/2022 Reading: 19 kL *\$4.2534*  
(All kL results are rounded to whole litres ie 3 decimal places)  
Days between readings: 18  
19 kL - 19 kL = 0 kL / 18 = 0 kL  
Average daily usage = 0 kL  
Days from date paid to settlement = 31  
0.000 kL x 31 days = 0.000 kL

# SETTLEMENT STATEMENT

**Matter No:** 2200249  
**Re:** JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
Purchase from DTZ Building Design Pty Ltd A.C.N. 118 448 150  
**Property:** 5 Bulburin Street, Yarrabilba, Queensland 4207

---

## FUNDS REQUIRED FOR SETTLEMENT

Amount required to complete purchase	\$597,209.36	
<i>Plus –</i>		
Professional costs	\$1,695.00	
Independent Legal Advice	\$660.00	
Disbursements	\$641.39	
Estimated stamp duty	\$19,822.50	
Registration fee on transfer	\$1,948.00	
PEXA	\$117.92	
Bank fees	\$59.07	
Brokers fees	\$550.00	
<i>Less –</i>		
Moneys held in our Trust Account includes the balance deposit		\$287,000.00
Funds provided by your financier		\$317,249.56
Balance to be provided by you		\$18,453.68
Total funds required:	\$622,703.24	\$622,703.24





6 May 2022

JCWPCW Investments Pty Ltd IOR & ATF Worrall2021 SMSF  
5 Heysen Circuit  
Andrews Farm SA 5114  
Australia

JCWPCW Investments Pty Ltd IOR & ATF Worrall2021 SMSF

**Loan Details**

Mortgage loan to: JCWPCW Investments Pty Ltd IOR & ATF Worrall2021 SMSF  
Property/ies situated at: 5 Bulburin Street, Yarrabilba, Queensland, 4207, Australia  
  
Loan ID: 500006102  
Settlement Date: 4 May 2022  
Maturity Date: 4 May 2052  
Total Loan Amount: \$320,000.00

We would like to thank you for choosing your home loan with Mortgage Ezy. You should have already received the details of how your funds were disbursed and this letter confirms important information about your loan. Please note that should your repayment type be Interest Only, the repayment amount(s) given below shall be indicative only.

**Account Details**

**Account Number:** 500006102  
**Product:** SMSF - Residential  
**Repayment Type:** Variable \$320,000 - \$1,507.51 repayment = \$318,492.49  
**Amount:** \$320,000.00  
**Current Interest Rate:** 3.89%  
**Repayment Amount:** \$1,507.51  
**Repayment Frequency:** Monthly  
**First Due Date:** 6 June 2022





**Repayments via Direct Debit:**

Financial Institution Name:	MBL
Name of Account Holders:	JCWPCW Investments Pty Ltd ATF
BSB:	182-512
Account Number:	*****7933
Frequency:	Monthly

**Direct Deposit:**

The following details may be used to directly deposit funds into any of your loan accounts listed above. Note international transfers are not possible for direct deposits.

Account Name:	JCWPCW Investments Pty Ltd IIOR & ATF Worrall2021 SMSF
BSB:	016-937
Account Number:	<b>This is the respective account number listed in bold in the account details section</b>

Note that if the direct debit falls due on a Weekend or Australian Public Holiday, the repayment will occur on the following business day. Incoming funds may take up to two business days to appear in your Online Portal.

If ever you need to make changes to the above direct debit you will need to contact our office.

Please feel free to contact our office on 1300835399 if you would like to discuss any aspect of your loan.

Yours sincerely

**Mortgage Ezy**

Doc Ref: WL1000020210526



**Mezy Assets Pty Ltd T/as Mortgage Ezy**  
**ABN 56 606 554 321 Australian Credit Licence No. 494807**  
**Australia 1300 TEL EZY (835 399) China +86 400 120 3543 Email clientcare@mezy.com.au**  
**Web www.mezy.com.au Mailing Address Locked Bag 7640 GCMC QLD 9726**

**Macquarie Bank Limited**

ABN 46 008 583 542 | AFS Licence Number 237502

Macquarie Banking and Financial Services Group, a Member of the Macquarie Group

**Office address**

1 Shelley Street, Sydney NSW 2000

**Postal address**

GPO Box 2520, Sydney NSW 2001

Offices also in Melbourne, Brisbane, Perth and Adelaide.

**Client service**

1800 806 310  
transact@macquarie.com

**Financial services professionals**

1800 808 508  
adviser@macquarie.com

Fax 1800 550 140

Visit us online at [macquarie.com.au](http://macquarie.com.au)



MACQUARIE

13 April 2023

**BSB:** 182-500

**Account Number:** 000940497688

**Account Name:**

JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF

**Account open date:** 01 December 2021

The following balances and interest details are provided for the above account.

For period 01 December 2021 to 30 June 2022

---

<b>Account balance as at 30/06/2022</b>	<b>\$0.00</b>
<b>Gross income paid</b>	<b>\$0.00</b>
<b>Interest accrued and not yet paid</b>	<b>\$0.00</b>

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If you would like any further information regarding the above, please contact your financial services professional or Macquarie on **1800 806 310**.

This information has been prepared by Macquarie Bank Limited ABN 46 008 583 542 for general information purposes only, without taking into account any potential investors' personal objectives financial situations or needs. Before acting on this general information, you must consider its appropriateness having regard to your own objectives, financial situations and needs. All potential investors should obtain financial, legal and taxation information before making any decision regarding a particular financial product.



# Macquarie Cash Management Accelerator Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



WORRALL2021 SMSF  
7 MOORE STREET  
FULLARTON SA 5063

1 Shelley Street  
Sydney, NSW 2000

account balance **\$0.00**  
as at 30 Dec 22

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 940497688

transaction	description	debits	credits	balance
30.06.22	OPENING BALANCE			0.00
	CLOSING BALANCE AS AT 30 DEC 22	0.00	0.00	0.00

\* Stepped interest rates for the period 1 July to 13 July: balances \$0.00 to \$9,999,999.99 earned 1.00% balances \$10,000,000.00 and above earned 0.85% pa (13 days); 14 July to 11 August: balances \$0.00 to \$9,999,999.99 earned 1.35% balances \$10,000,000.00 and above earned 0.85% pa (29 days); 12 August to 15 September: balances \$0.00 to \$9,999,999.99 earned 1.85% balances \$10,000,000.00 and above earned 1.00% pa (35 days); 16 September to 13 October: balances \$0.00 to \$1,999,999.99 earned 2.50% balances \$2,000,000.00 to \$9,999,999.99 earned 2.35% balances \$10,000,000.00 and above earned 1.35% pa (28 days); 14 October to 15 November: balances \$0.00 to \$1,999,999.99 earned 2.80% balances \$2,000,000.00 to \$9,999,999.99 earned 2.60% balances \$10,000,000.00 and above earned 1.50% pa (33 days) Please contact Macquarie for more rate changes during this period

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

deposits using BPay  
From another bank

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 500  
ACCOUNT NO. 940497688



Bill code: 423475  
Ref: 940 497 688

continued on next

## Income & Expenditure Summary

Julie Worrall  
 5 Heysen Circuit  
 Andrews Farm SA 5114

Date 1/07/2021 to 30/06/2022

From Statement: 1 (23/05/2022)  
 To Statement: 2 (30/06/2022)

JCWPCW Investments Pty Ltd - Worralls 2021 SMSF (ID: 3342)

	Debit	Credit	Total
Opening Balance			\$0.00
Owner Contributions			\$0.00

### Residential Properties

5 Bulburin Street, Yarrabilba, QLD 4207

#### Property Income

Residential Rent	\$0.00	\$3,840.00	\$3,840.00
	\$0.00	\$3,840.00	\$3,840.00
			(GST Total: \$0.00)

#### Property Expenses

Fire Protection	\$90.00	\$0.00	\$90.00
+ GST	\$9.00	\$0.00	\$9.00
General Advertising	\$200.00	\$0.00	\$200.00
+ GST	\$20.00	\$0.00	\$20.00
General Repairs and Maintenance	\$450.00	\$0.00	\$450.00
+ GST	\$45.00	\$0.00	\$45.00
Letting Fee	\$480.00	\$0.00	\$480.00
+ GST	\$48.00	\$0.00	\$48.00
Pest Control	\$154.55	\$0.00	\$154.55
+ GST	\$15.45	\$0.00	\$15.45
Residential Management Fee	\$268.80	\$0.00	\$268.80
+ GST	\$26.88	\$0.00	\$26.88
	\$1,807.68	\$0.00	\$1,807.68
			(GST Total: \$164.33)

**PROPERTY BALANCE: \$2,032.32**

(GST Balance: -\$164.33)

Report shows all transactions reported on statements created within reporting period.

## Income & Expenditure Summary

### Ownership Summary

#### Owner Income

\$0.00	\$0.00	\$0.00
<i>(GST Total: \$0.00)</i>		

#### Owner Expenses

\$0.00	\$0.00	\$0.00
<i>(GST Total: \$0.00)</i>		

#### Owner Payments

JCWPCW Investments Pty Ltd

\$2,032.32

\$2,032.32

**CLOSING BALANCE: \$0.00**

**OWNERSHIP STATEMENT - JCWPCW Investments Pty Ltd - Worralls 2021 SMSF**

Julie Worrall  
 5 Heysen Circuit  
 Andrews Farm, SA, 5114

Tax Invoice - Statement 1	
STATEMENT TO	31/05/2022
OPENING BALANCE	\$0.00
<b>TOTAL PAYMENTS</b>	<b>\$529.16</b>

RESIDENTIAL

5 Bulburin Street, Yarrabilba, QLD 4207	MONEY OUT	MONEY IN
<b>INCOME</b>		
Chelsea Lea Clark & Michael Clark Status: Rent \$480.00 Weekly Paid To 19/06/2022		
Rent - Paid from 23/05/2022 to 19/06/2022 (Effective 19/06/2022)		\$1,920.00
		<u>\$1,920.00</u>
<b>EXPENSE</b>		
Four Walls Photography (Inv: 7881) Professional Photography (GST Paid: \$15.00)	\$165.00	
OptiComm (BPAY Ref: 11053148870327277) Internet Initial Connection Fee (GST Paid: \$30.00)	\$330.00	
Advertising Fee (GST Paid: \$20.00)	\$220.00	
Letting Fee (GST Paid: \$48.00)	\$528.00	
Management Fee (GST Paid: \$13.44)	\$147.84	
	<u>\$1,390.84</u>	
	(Incl GST: \$126.44)	
		<b>BALANCE: \$529.16</b>

Ownership Summary	MONEY OUT	MONEY IN
<b>INCOME</b>		
		<u>\$0.00</u>
<b>EXPENSE</b>		
	<u>\$0.00</u>	
<b>CONTRIBUTION</b>		
		<u>\$0.00</u>
		<b>BALANCE: \$0.00</b>

Ownership Account Balance **\$529.16**

## Ownership Payments

31/05/2022 EFT to account JCWPCW Investments Pty Ltd  
Macquarie Bank Limited (182-512 XXXX 7933)

MONEY OUT

MONEY IN

\$529.16

TOTAL OWNERSHIP PAYMENTS

\$529.16

Balance Carried Forward

\$0.00



## OWNERSHIP STATEMENT #2 - JCWPCW Investments Pty Ltd - Worralls 2021 SMSF

Julie Worrall  
 5 Heysen Circuit  
 Andrews Farm, SA, 5114

	TAX INVOICE
STATEMENT PERIOD	31/05/2022 - 30/06/2022
OWNERSHIP ID:	3342
OPENING BALANCE:	\$0.00
CLOSING BALANCE:	\$0.00
OWNERSHIP PAYMENT:	<b>\$1,503.16</b>

### RESIDENTIAL

5 Bulburin Street, Yarrabilba, QLD 4207

MONEY OUT

MONEY IN

#### INCOME

Chelsea Lea Clark & Michael Clark

Status: Rent \$480.00 Weekly Paid To 17/07/2022

06/06/2022	Rent - Paid from 20/06/2022 to 26/06/2022 (Effective 26/06/2022)	\$480.00
13/06/2022	Rent - Paid from 27/06/2022 to 03/07/2022 (Effective 03/07/2022)	\$480.00
20/06/2022	Rent - Paid from 04/07/2022 to 10/07/2022 (Effective 10/07/2022)	\$480.00
27/06/2022	Rent - Paid from 11/07/2022 to 17/07/2022 (Effective 17/07/2022)	\$480.00
		\$1,920.00

#### EXPENSE

15/06/2022	Smoke Alarm Integrity (Inv: 200007318) Smoke Alarm Annual Plan 1/06/2022 - 31/05/2023 (GST Paid: \$9.00)	\$99.00
15/06/2022	Your Local Termite and Pest Control (Inv: 060622NS) Pest Control (GST Paid: \$15.45)	\$170.00
30/06/2022	Management Fee (GST Paid: \$3.36)	\$36.96
30/06/2022	Management Fee (GST Paid: \$3.36)	\$36.96
30/06/2022	Management Fee (GST Paid: \$3.36)	\$36.96
30/06/2022	Management Fee (GST Paid: \$3.36)	\$36.96
		\$416.84
		(Incl GST: \$37.89)
		<b>BALANCE: \$1,503.16</b>

Ownership Account Balance

**\$1,503.16**

#### Ownership Payments

MONEY OUT

MONEY IN

30/06/2022 EFT to account JCWPCW Investments Pty Ltd  
 Macquarie Bank Limited (182-512 XXXX 7933)

\$1,503.16

**TOTAL OWNERSHIP PAYMENTS**

**\$1,503.16**

Balance Carried Forward

**\$0.00**

---

# Tax Invoice/Receipt

# INV-91561

Bill To  
**Peter Worrall**  
peter\_worrall1@hotmail.com

Invoice Date : 18/03/2022

Terms : Due on Receipt

Due Date : 18/03/2022

Subject :

INV-91561

#	Description	Fee	GST	Total Fee
1	LOT 10 & 133 Tregony Street, Burra, 5417	1,150.00	115.00	1,265.00
<b>Grand Total</b>				<b>\$1,265.00</b>

## Notes

WE THANK YOU FOR YOUR BUSINESS

Payment Terms: Due on Invoice

Please Note: valuations need to be paid for before the report can be released

DIRECT BANK OR INTERNET TRANSFER:

AUSTRALIA AND NEW ZEALAND BANKING GROUP

BSB: 012 055

A/C NO: 427380313

NAME: VALUATIONS GROUP (AUSTRALIA) PTY LTD

ABN 86 643 295 747



# Tax Invoice

**OptiComm Ltd**  
Level 1, 22 Salmon Street  
Port Melbourne  
VIC 3207  
ABN: 50 117 414 776

**Bill To:**  
Elever Property Group

Invoice ID: 2022-032727  
Property ID: 5314887  
Invoice Date: 24/05/2022  
Due Date: 31/05/2022

**Service Address:**  
5 Bulburin Street, Yarrabilba, QLD 4207

Quantity	Description	Unit Price	Line Total
1	Premises Connection Charge	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$300.00</b>
GST			\$30.00
<b>Total</b>			<b>\$330.00</b>
Paid			\$0.00
<b>Balance</b>			<b>\$330.00</b>

Please note: By paying this invoice, you accept the terms and conditions of the products and services provided by OptiComm listed above. Please refer to attached documentation for more details.



**Bill Code: 310466**  
**Ref: 11053148870327277**

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

WE ACCEPT THESE MAJOR CREDIT CARDS



For online payment, please refer to the instructions in the email.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

# TAX INVOICE

Elever Property Group

**Invoice Date**  
7 May 2022

**Invoice Number**  
INV-7881

**Reference**  
5 Bulburin Street, Yarrabilba,  
Qld 4207

**ABN**  
59 160 301 806

Adorn Photography QLD Pty  
Ltd

T/A Four Walls Photography  
8 Boscawan Cres, Bellbird  
Park Q4300 AUSTRALIA

Phone. 0432 663 488  
info@fourwallsphotography.  
com.au

www.fourwallsphotography.c  
om.au

Description	Quantity	Unit Price	GST	Amount AUD
Up to 18 Photos	1.00	150.00	10%	150.00
5 Bulburin Street, Yarrabilba, Qld 4207 06.05.2022				
			Subtotal	150.00
			TOTAL GST 10%	15.00
			<b>TOTAL AUD</b>	<b>165.00</b>

**Due Date: 21 May 2022**

**PAYMENT DETAILS:**

Heritage Building Society – Mt Ommaney  
Account Name: Adorn Photography QLD Pty Ltd  
Account NB: 13010042  
BSB: 638-060  
Please include your INVOICE NUMBER as the description



[View and pay online now](#)

## TAX INVOICE

Owner Name	The Owner	Invoice No.	200007318
Client Name	Elever Property Group	Invoice Date	02/06/2022
Address	223 Leichardt Street, SPRING HILL 4004		
Property Address	5 Bulburin Street, YARRABILBA		

Item	Amount
Annual Service Plan 2022 (Period - 01/06/2022 to 31/05/2023)	99.00
Safety Switch Testing (Period - 01/06/2022 to 31/05/2023)	0.00
Total \$	99.00
Includes GST of \$	9.00

This invoice is due for payment by

### Payment details:

#### Direct deposit

BSB 062 948  
 Account No 1694 4342  
 Bank Commonwealth  
 Reference

**Cheques**  
 Smoke Alarm Integrity Pty. Ltd.  
 P.O. Box 147  
 Clayfield QLD 4011

**INTEGRITY**  
 IS DOING THE RIGHT  
 THING EVEN  
 WHEN NO ONE IS  
 WATCHING.



1300 974 615  
 service@smokealarmintegrity.com.au  
 www.smokealarmintegrity.com.au  
 Electrical contractor licence number  
 83169  
 ABN 16 619 541 703





# TAX INVOICE

ELEVER PROPERTY GROUP  
223 Leichardt Street  
SPRING HILL QLD 4000

**Invoice Date**  
6 Jun 2022

**Invoice Number**  
060622NS - 5 BULBURIN  
STREET YARRABILBA  
REF#286749

**Reference**  
060622NS - 5 BULBURIN  
STREET YARRABILBA  
REF#286749

**ABN**  
26 609 243 834

Your Local Termite Pest  
Control  
ABN 26609243834  
PO Box 1295  
BEENLEIGH QLD 4207  
AUSTRALIA  
Ph: 07 34589122  
www.yourlocaltermiteandpe  
stcontrol.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Cockroaches, Internal Ants, External Spiders includes 12 month service warranty	1.00	154.55	10%	154.55
Job Notes: Sprayed external walls, dusted weep holes, dusted roof void, sprayed garden, skirting sprayed, treated cracks and crevices				
			Subtotal	154.55
			TOTAL GST 10%	15.45
			<b>TOTAL AUD</b>	<b>170.00</b>

**Due Date: 6 Jul 2022**

Your Local Termite And Pest Control

Our Bank account details are:

BSB: 484799  
ACC: 071209477

Your Local Termite and Pest Control reserves the right to recover any fees and charges incurred for recovery action relating to outstanding monies



[View and pay online now](#)





**CJM LAWYERS**  
CRONIN • JAMES • MCLAUGHLIN

PO Box 8378  
Gold Coast Mail Centre QLD 9726  
Phone: 1300 245 299  
Fax: 07 5574 2586  
Email: info@cjmlaw.com.au

ABN: 51 767 009 515

## Trust Account Receipt

JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Date: 21/03/2022  
Date Entered: 22/03/2022  
Receipt No: 13355

Received From: JCWPCW Property Services Pty Ltd atf  
Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Account Name: CJM Lawyers Law Practice Trust Account  
Bank: Westpac Bank  
BSB: 034660  
Account Number: 344496

Payment Method	Total Amount	Amount in words
EFT	\$500.00	Five Hundred Dollars

Matter No	Client	Description	Reason	Amount
2200249	JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust	Purchase of Lot 625, 5 Bulburin Street, Yarrabilba	Anticipated Costs and Outlays	\$500.00

Receipt made out by: Jenna McIntyre

On behalf of CJM Lawyers



## Trust Account Receipt

JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Date: 28/03/2022  
Date Entered: 29/03/2022  
Receipt No: 13396

Received From: JCWPCW Property Services Pty Ltd atf  
Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Account Name: CJM Lawyers Law Practice Trust Account  
Bank: Westpac Bank  
BSB: 034660  
Account Number: 344496

Payment Method	Total Amount	Amount in words
EFT	\$58,550.00	Fifty Eight Thousand Five Hundred And Fifty Dollars

Matter No	Client	Description	Reason	Amount
2200249	JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust	Purchase of Lot 625, 5 Bulburin Street, Yarrabilba	Part Settlement Monies	\$58,550.00

Receipt made out by: Jenna McIntyre

On behalf of CJM Lawyers



## Trust Account Receipt

JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Date: 19/04/2022  
Date Entered: 20/04/2022  
Receipt No: 13580

Received From: JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Account Name: CJM Lawyers Law Practice Trust Account  
Bank: Westpac Bank  
BSB: 034660  
Account Number: 344496

Payment Method	Total Amount	Amount in words
EFT	\$100,000.00	One Hundred Thousand Dollars

Matter No	Client	Description	Reason	Amount
2200249	JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust	Purchase of Lot 625, 5 Bulburin Street, Yarrabilba	Settlement Monies	\$100,000.00

Receipt made out by: Jenna McIntyre

On behalf of CJM Lawyers



## Trust Account Receipt

JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Date: 20/04/2022  
Date Entered: 21/04/2022  
Receipt No: 13596

Received From: JCWPCW Property Services Pty Ltd atf  
Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Account Name: CJM Lawyers Law Practice Trust Account  
Bank: Westpac Bank  
BSB: 034660  
Account Number: 344496

Payment Method	Total Amount	Amount in words
EFT	\$100,000.00	One Hundred Thousand Dollars

Matter No	Client	Description	Reason	Amount
2200249	JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust	Purchase of Lot 625, 5 Bulburin Street, Yarrabilba	Settlement Monies	\$100,000.00

Receipt made out by: Jenna McIntyre

On behalf of CJM Lawyers



## Trust Account Receipt

JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Date: 21/04/2022  
Date Entered: 22/04/2022  
Receipt No: 13605

Received From: JCWPCW Property Services Pty Ltd atf  
Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Account Name: CJM Lawyers Law Practice Trust Account  
Bank: Westpac Bank  
BSB: 034660  
Account Number: 344496

Payment Method	Total Amount	Amount in words
EFT	\$27,950.00	Twenty Seven Thousand Nine Hundred And Fifty Dollars

Matter No	Client	Description	Reason	Amount
2200249	JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust	Purchase of Lot 625, 5 Bulburin Street, Yarrabilba	Settlement Monies	\$27,950.00

Receipt made out by: Jenna McIntyre

On behalf of CJM Lawyers



## Trust Account Receipt

JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Date: 3/05/2022  
Date Entered: 4/05/2022  
Receipt No: 13677

Received From: JCWPCW Property Services Pty Ltd atf  
Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Account Name: CJM Lawyers Law Practice Trust Account  
Bank: Westpac Bank  
BSB: 034660  
Account Number: 344496

Payment Method	Total Amount	Amount in words
EFT	\$18,453.68	Eighteen Thousand Four Hundred And Fifty Three Dollars And Sixty Eight Cents

Matter No	Client	Description	Reason	Amount
2200249	JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust	Purchase of Lot 625, 5 Bulburin Street, Yarrabilba	Settlement Monies	\$18,453.68

Receipt made out by: Jenna McIntyre

On behalf of CJM Lawyers



## Trust Account Receipt

JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Date: 4/05/2022  
Date Entered: 5/05/2022  
Receipt No: 13693

Received From: JCWPCW Property Services Pty Ltd atf  
Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

Account Name: CJM Lawyers Law Practice Trust Account  
Bank: Westpac Bank  
BSB: 034660  
Account Number: 344496

Payment Method	Total Amount	Amount in words
EFT	\$97.88	Ninety Seven Dollars And Eighty Eight Cents

Matter No	Client	Description	Reason	Amount
2200249	JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust	Purchase of Lot 625, 5 Bulburin Street, Yarrabilba	Settlement Monies	\$97.88

Receipt made out by: Jenna McIntyre

On behalf of CJM Lawyers



## Trust Account Statement

JCWPCW Property Services Pty Ltd atf Worrall2021  
Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

As at: 03/05/2022

Person Responsible: Shannon McLaughlin

Matter: 2200249

Client: JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust  
Description: Purchase of Lot 625, 5 Bulburin Street, Yarrabilba

Institution: Westpac Bank  
Account: CJM Lawyers Law Practice Trust Account  
BSB: 034660  
Account Number: 344496

\* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
21/03/2022 *22/03/2022	Receipt 13355	Received from: JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust 5 Heysen Circuit Andrews Farm SA 5114 Reason: Anticipated Costs and Outlays	-	\$500.00	\$500.00
28/03/2022 *29/03/2022	Receipt 13396	Received from: JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust 5 Heysen Circuit Andrews Farm SA 5114 Reason: Part Settlement Monies	-	\$58,550.00	\$59,050.00
19/04/2022 *20/04/2022	Receipt 13580	Received from: JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust 5 Heysen Circuit Andrews Farm SA 5114 Reason: Settlement Monies	-	\$100,000.00	\$159,050.00
20/04/2022 *21/04/2022	Receipt 13596	Received from: JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust 5 Heysen Circuit Andrews Farm SA 5114 Reason: Settlement Monies	-	\$100,000.00	\$259,050.00
21/04/2022 *22/04/2022	Receipt 13605	Received from: JCWPCW Property Services Pty Ltd atf Worrall2021 Holding Trust 5 Heysen Circuit Andrews Farm SA 5114 Reason: Settlement Monies	-	\$27,950.00	\$287,000.00
			-	\$287,000.00	\$287,000.00





# CJM LAWYERS

CRONIN • JAMES • MCLAUGHLIN

Our Ref: S:SD:2200249

3 May 2022

JCWPCW Property Services Pty Ltd  
atf Worrall2021 Holding Trust  
5 Heysen Circuit  
Andrews Farm SA 5114

CJM Lawyers  
PO Box 8378  
GOLD COAST MAIL CENTRE Q 9726  
Level 9, 50 Cavill Avenue  
SURFERS PARADISE QLD 4217

Email: [info@cjmlaw.com.au](mailto:info@cjmlaw.com.au)  
[www.cjmlaw.com.au](http://www.cjmlaw.com.au)  
Phone: 1300 245 299

ABN 51 767 009 515

## TAX INVOICE: 15582

**YOUR PURCHASE FROM DTZ BUILDING DESIGN PTY LTD A.C.N. 118 448 150**  
**PROPERTY: 5 BULBURIN STREET, YARRABILBA QLD 4207**

	Amount	GST	Total
Professional Costs	\$2,395.00	239.50	\$2,634.50
LESS Discount applied to Professional Costs <i>(discount only applied if paid within 7 days)</i>	(\$100.00)	(\$10.00)	(\$110.00)
Disbursements	\$459.26	\$12.63	\$471.89
<b>INVOICE TOTAL</b>	<b>\$2,754.26</b>	<b>\$242.13</b>	<b>\$2,996.39</b>
Less Payments received			\$ 0.00
Less Funds to be transferred from Trust			\$2,996.39
<b>BALANCE DUE</b>			<b>\$0.00</b>

*Please see the attached schedule for details of Professional Fees and Disbursements*

With compliments  
CJM LAWYERS

**PAYMENT DUE DATE: AT SETTLEMENT**



We aim to provide high quality, effective, efficient and economical legal services.

Small Business & Leasing, Commercial Law, Franchising, Commercial Conveyancing, Domestic Conveyancing, Employment Law, Court Work, Wills & Estates, Powers of Attorney. Experienced in most other areas of Law.





**SCHEDULE OF PROFESSIONAL COSTS AND DISBURSEMENTS**

**PROFESSIONAL COSTS**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
01/03/2022	Finance Extension	\$50.00
22/03/2022	Finance Extension	\$50.00
07/04/2022	To our professional fees for settlement extension	\$100.00
19/04/2022	To our professional costs for providing Independent Legal Advice in relation to loan documents and all other associated matters contained herein.	\$600.00
21/04/2022	To our professional costs of and incidental to acting on your behalf; including receiving and perusing Contract of Sale; preparation and perusal of documents and all correspondence, written and received; attending to adjustments; liaising with the solicitors for the seller regarding settlement moneys, arranging settlement and attending to same on your behalf; our fees in excess of but to you say:	\$1,495.00
26/04/2022	To our professional fees for settlement extension	\$100.00
<b>Total</b>		<b>\$2,395.00</b>

**DISBURSEMENTS**

<b>Date</b>	<b>Description</b>	<b>Amount</b>	<b>GST</b>
11/02/2022	QLD: Title Search - 625SP308727 (Supplier fee).	\$16.75	
11/02/2022	QLD: Title Search - 625SP308727 (Search fee).	\$6.92	\$0.69
28/03/2022	InfoTrack: QLD Certificate (over \$130) - Logan City Council: Property Search (incl. Water Meter Reading) (DELAYS EXPECTED) - 625/SP308727 (Supplier fee).	\$298.00	
28/03/2022	InfoTrack: QLD Certificate (over \$130) - Logan City Council: Property Search (incl. Water Meter Reading) (DELAYS EXPECTED) - 625/SP308727 (Search fee).	\$16.50	\$1.65
28/03/2022	QLD: Plan Image - SP308727 (Supplier fee).	\$18.20	
28/03/2022	QLD: Plan Image - SP308727 (Search fee).	\$6.57	\$0.66
28/03/2022	InfoTrack: QLD Land Tax Certificate - 625/SP308727	\$46.32	\$4.63
03/05/2022	Agents fees on stamping	\$50.00	\$5.00
<b>Total</b>		<b>\$459.26</b>	<b>\$12.63</b>



**STATUTORY NOTICES**

E&OE. We reserve the right to withdraw this Invoice and to deliver a formal Costs Statement in assessable form and to charge such higher amounts as may be shown.

The file in this matter will be destroyed after 7 years from closure.

**Form 2**

*Legal Profession Act 2007 (s 331(3))*

**FORM OF NOTIFICATION OF CLIENT'S RIGHTS**

*Your rights in relation to legal costs*

The following avenues are available to you if you are not happy with this bill:

- requesting an itemised bill
- discussing your concerns with us
- having our costs assessed
- applying to set aside our costs agreement

There may be other avenues available in your State or Territory (such as mediation).

For more information about your rights, please read the facts sheet titled *Your right to challenge legal costs*. You can ask us for a copy, or obtain it from the **Queensland Law Society** (or download it from their website at [www.qls.com.au](http://www.qls.com.au)).

If we hold funds in our trust account on your behalf in relation to our costs and disbursements, then we propose to withdraw funds from trust towards payment of the costs and disbursements listed in this bill. This notice is given to you to satisfy *Legal Profession Regulation 2007 r.58*.

**Statement charge**

A charge of \$30.00 will apply to all statements issued for unpaid bills.

**Interest Payable**

Interest is payable on all unpaid bills at the rate that is specified as the maximum allowable rate under the *Legal Profession Act 2007* as at the date of this bill.

Kind Regards,  
**CJM LAWYERS**

**SHANNON McLAUGHLIN**

Partner

[shannon@cjmlaw.com.au](mailto:shannon@cjmlaw.com.au)



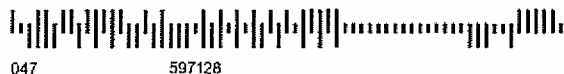


# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



047 597128

WORRALL2021 SMSF  
7 MOORE STREET  
FULLARTON SA 5063

1 Shelley Street  
Sydney, NSW 2000

account balance **\$244,505.44**  
as at 31 Dec 21

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 969977933

transaction	description	debits	credits	balance
25.11.21	OPENING BALANCE			0.00
16.12.21	Deposit SUNSUPER PRN_925JKJ94Q5UA1R		250,000.00	250,000.00
30.12.21	Funds transfer TRANSACT FUNDS TFR TO GRANGE FINANCIAL S	5,500.00		244,500.00
31.12.21	Interest MACQUARIE CMA INTEREST PAID*		5.44	244,505.44
	CLOSING BALANCE AS AT 31 DEC 21	5,500.00	250,005.44	244,505.44

\* Interest rate for the period 26 November to 31 December: 0.05% pa (36 days)

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 969977933

deposits using BPay  
From another bank



Billers code: 667022  
Ref: 969 977 933

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 969977933

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
CAPRI FINANCIAL SERVICES PTY LTD	General withdrawal authority
CAPRI FINANCIAL SERVICES PTY LTD AD CAPRI FINANCIAL SERVICES PTY LTD	Enquiry authority

### Authority descriptions

Enquiry authority - you authorise the third party to have access to information about your account.

General withdrawal authority - you authorise the third party to:

- withdraw their fees from your account,
- withdraw funds from your account to make payments on your behalf directly to the Australian Taxation Office (ATO), and
- make payments and withdrawals for any purpose including settlement or investment.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 969977933

We offer several options that allow you to make payments and view transactions free of charge

- Electronic funds transfers up to \$5,000 a day using online banking.
- Increase your limit to \$100,000 using the Macquarie Authenticator App or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
- Make the switch to free online statements by updating your preference online.

### About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your product, available at [macquarie.com.au](http://macquarie.com.au) or by contacting us. If you have a complaint about our service, or to find out more about our dispute resolution procedures, please refer to [macquarie.com.au/feedback-and-complaints](http://macquarie.com.au/feedback-and-complaints).

### Protect your account

- Please check each entry on this statement. If you think there is an error or unauthorised transaction, please contact us right away.
- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

### Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

### Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit [help.macquarie.com](http://help.macquarie.com)

Download the Macquarie Mobile Banking app

- The Macquarie Mobile Banking app makes managing your money simple and convenient.



*The Apple logo is a trademark of Apple Inc, registered in the U.S. and other countries.  
App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*







MACQUARIE

# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



047 597815

WORRALL2021 SMSF  
7 MOORE STREET  
FULLARTON SA 5063

1 Shelley Street  
Sydney, NSW 2000

account balance **\$50,281.97**  
as at 30 Jun 22

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 969977933

transaction	description	debits	credits	balance
31.12.21	OPENING BALANCE			244,505.44
31.01.22	Interest MACQUARIE CMA INTEREST PAID*		10.29	244,515.73
18.02.22	Deposit SUNSUPER PRN_JQJ3PBUX5RDVK		110,342.69	354,858.42
28.02.22	Interest MACQUARIE CMA INTEREST PAID*		11.00	354,869.42
21.03.22	Funds transfer TRANSACT FUNDS TFR TO VALUATIONS GROUP (	1,265.00		353,604.42
21.03.22	Funds transfer TRANSACT FUNDS TFR TO CJM LAWYERS	500.00		353,104.42
28.03.22	Funds transfer TRANSACT FUNDS TFR TO CJM LAWYERS	58,550.00		294,554.42
31.03.22	Interest MACQUARIE CMA INTEREST PAID*		14.76	294,569.18
19.04.22	Funds transfer PP TO CJM LAWYERS	100,000.00		194,569.18
20.04.22	Funds transfer PP TO CJM LAWYERS	100,000.00		94,569.18
21.04.22	Funds transfer PP TO CJM LAWYERS	27,950.00		66,619.18
26.04.22	Direct debit ALLIANZ INSURE 601080R3M017622116	1,907.11		64,712.07

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
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deposits using BPay  
From another bank



Bill code: 667022  
Ref: 969 977 933

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 969977933

transaction	description	debits	credits	balance
29.04.22	Interest		8.41	64,720.48
03.05.22	Funds transfer	18,453.68		46,266.80
04.05.22	Funds transfer	97.88		46,168.92
31.05.22	Interest		2.01	46,170.93
31.05.22	Deposit		529.16	46,700.09
06.06.22	Direct debit	1,507.51		45,192.58
09.06.22	Deposit		2,784.88	47,977.46
16.06.22	Deposit		795.68	48,773.14
30.06.22	Interest		5.67	48,778.81
30.06.22	Deposit		1,503.16	50,281.97
	<b>CLOSING BALANCE AS AT 30 JUN 22</b>	<b>310,231.18</b>	<b>116,007.71</b>	<b>50,281.97</b>

\* Interest rate for the period 1 January to 16 June: 0.05% pa (167 days); 17 June to 30 June: balances \$0.00 to \$4,999.99 earned 0.25% balances \$5,000.00 and above earned 0.25% pa (14 days)

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 969977933

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CAPRI FINANCIAL SERVICES PTY LTD AD CAPRI FINANCIAL SERVICES PTY LTD	Enquiry authority

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### annual interest summary 2021/2022

INTEREST PAID	57.58
TOTAL INCOME PAID	57.58



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enquiries 1800 806 310

account name JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF  
account no. 969977933

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### Protect your account

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- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

### Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

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**Macquarie Bank Limited**

ABN 46 008 583 542 | AFS Licence Number 237502

Macquarie Banking and Financial Services Group, a Member of the Macquarie Group

**Office address**

1 Shelley Street, Sydney NSW 2000

**Postal address**

GPO Box 2520, Sydney NSW 2001

Offices also in Melbourne, Brisbane, Perth and Adelaide.

**Client service**

1800 806 310

transact@macquarie.com

**Financial services professionals**

1800 808 508

adviser@macquarie.com

Fax 1800 550 140

Visit us online at [macquarie.com.au](http://macquarie.com.au)



13 April 2023

**BSB:** 182-512

**Account Number:** 000969977933

**Account Name:**

JCWPCW INVESTMENTS PTY LTD ATF  
WORRALL2021 SMSF

**Account open date:** 26 November 2021

The following balances and interest details are provided for the above account.

For period 01 December 2021 to 30 June 2022:

---

<b>Account balance as at 30/06/2022</b>	<b>\$50,281.97</b>
<b>Gross income paid</b>	<b>\$57.58</b>
<b>Interest accrued and not yet paid</b>	<b>\$0.00</b>

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If you would like any further information regarding the above, please contact your financial services professional or Macquarie on **1800 806 310**.

This information has been prepared by Macquarie Bank Limited ABN 46 008 583 542 for general information purposes only, without taking into account any potential investors' personal objectives financial situations or needs. Before acting on this general information, you must consider its appropriateness having regard to your own objectives, financial situations and needs. All potential investors should obtain financial, legal and taxation information before making any decision regarding a particular financial product.

14 December 2021

000253 000



Rev Julie Worrall  
7 Moore Street  
FULLARTON SA 5063

Your member number

600023640

Dear Julie,

## Request to rollover your Sunsuper benefit – confirmation of transfer

We'd like to confirm we've transferred part of your super benefit as requested.

**An amount of \$250,000.00 has now been paid to WORRALL2021 SMSF**

We've enclosed a *Rollover benefits statement* confirming the payment.

### You can roll your super back to Sunsuper anytime

While part of your super has now been transferred, we remain committed to helping you make the most of your super to have the retirement lifestyle you want.

If you have any questions please visit [sunsuper.com.au](http://sunsuper.com.au) or call us on **13 11 84** (or +617 3121 0700 if calling from overseas) between 8.00am and 6.30pm AEST, Monday to Friday.

Yours sincerely,



**Steve Davidson**  
Executive General Manager, Customer Engagement

**Section A: Receiving fund's details** - please state information below, if known.

Australian business number (ABN):14758680308

Unique Superannuation identifier (USI):

Name:WORRALL2021 SMSF

Member client identifier:J WORRALL

Postal address - Street address:7 Moore Street

Suburb/town/locality:FULLARTON

State/territory:SA

Postcode:5063

**Section B: Members's details** - please state information below, if known.

Tax file number (TFN):169973092

Full name:

Title:Rev

Family name:Worrall

First given name:Julie Clare

Other given names:

Postal address - Street address:7 Moore Street

Suburb/town/locality:FULLARTON

State/territory:SA

Postcode:5063

Date of birth:07/09/1972

Sex:Female

Daytime phone number (include area code):0419 779 968

Email address (if applicable):  
juliecworral@gmail.com

**Section C: Rollover transaction details**

Service period start date:06/07/1992

Tax components:

Tax-free component: \$ 18,812.15

KiwiSaver tax-free component: \$ 0.00

Taxable component:

Element taxed in the fund: \$ 231,187.85

Element untaxed in the fund: \$ 0.00

Total Tax components: \$ 250,000.00 ■

Preservation amounts:

Preserved amount: \$ 249,829.96

KiwiSaver preserved amount: \$ 0.00

Restricted non-preserved amount: \$ 0.00

Unrestricted non-preserved amount: \$ 170.04

Total preservation amounts: \$ 250,000.00

**Section D: Non-complying fund** - only complete if you're a trustee of a non-complying fund.

Contributions made to a non-complying fund on or after 10 May 2006

**Section E: Declaration**

Fund's ABN:98 503 137 921

Fund's name:Sunsuper

Contact name:Steve Davidson

Email address (if applicable):

Daytime phone number (including area code):13 11 84

Signature of authorised person:

*Steve Davidson*

Date:14/12/2021

You do not need to send a copy of this statement to the Australian Taxation Office, however, you must keep a copy for your records for a period of five years.



# Important information

## Death benefit

Your death benefit consists of your account balance (at the time the benefit is paid) and your insurance benefit if you have active cover through Sunsuper at the time of your death.

## Your Total & Permanent Disability benefit

Your Total & Permanent Disability benefit consists of your account balance (at the time your benefit is paid) and your insurance benefit if you have active cover through Sunsuper at the time the disablement occurs.

## Insurance fee

Insurance premiums in Sunsuper for life (Tailored Income Protection only), Sunsuper for life Business and most Sunsuper for life Corporate plans include an insurance fee to offset Sunsuper's costs of providing the cover. Refer to the relevant Insurance guide, available at [sunsuper.com.au/pds](https://www.sunsuper.com.au/pds) for more information.

## Tax

### Tax and tax deductions

The benefit of any tax deduction may be passed on to members with a Super-savings account only, by reducing the amount of contributions tax payable. The benefit of any tax deduction is not passed on to Transition to retirement accounts.

## MySuper Product Dashboard

The MySuper Product Dashboard is designed to provide key information to help you compare Sunsuper's investments and fees with other MySuper products and make an informed choice about your super. Our latest MySuper Product Dashboard for the Lifecycle Investment Strategy is available on our website, visit [sunsuper.com.au/dashboard](https://www.sunsuper.com.au/dashboard)

## Superannuation contribution follow up

We do not know whether a contribution is due for you because we do not have sufficient information about your employment status or other relevant personal circumstances. Please check your statement to make sure all your employer and other contributions are listed. Talk to your employer or Sunsuper if you believe any payments may be missing. If you make personal member contributions to Sunsuper, your employer has 28 days from the end of the month the contributions were taken out of your pay to send them to us.

## Concerns and complaints

While we hope you've been happy with our service, if for any reason you haven't we offer a complaint resolution process at no additional cost to you.

To discuss your complaint please contact our Customer Service Team on **13 11 84**, or online via [sunsuper.com.au/contact-us](https://www.sunsuper.com.au/contact-us). You can also write to: Sunsuper Customer Relations, GPO Box 2924 Brisbane Qld 4001.

We'll do everything we can to resolve the issue as quickly as possible. If you're not happy with our response, you can contact the Australian Financial Complaints Authority (AFCA). This is an independent body set up by the Federal Government to help resolve disputes between financial institutions and their customers. You can also choose to take your complaint directly to ACFA. In some circumstance, ACFA may refer your complaint back to Sunsuper.

AFCA can be contacted in writing at Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001. You can also call 1800 931 678 or contact them via email [info@afca.org.au](mailto:info@afca.org.au) or [www.afca.org.au](http://www.afca.org.au).

For more information on the complaints resolution process refer to [sunsuper.com.au/complaints](https://www.sunsuper.com.au/complaints)

## Contacting us is easy

If you have any questions or would like more information please contact us on **13 11 84** (+61 7 3121 0700 when overseas).

You can also contact us at [sunsuper.com.au/contact-us](https://www.sunsuper.com.au/contact-us), in writing at GPO Box 2924 Brisbane Qld 4001, or via social media ([twitter.com/Sunsuper](https://twitter.com/Sunsuper), [facebook.com/sunsuper](https://facebook.com/sunsuper)).

Sunsuper Pty Ltd ABN 88 010 720 840 AFSL No. 228975, is the issuer of this *Member benefit statement*. Trustee of Sunsuper Superannuation Fund, ABN 98 503 137 921, USI 98 503 137 921 001.





Sunsuper Pty Ltd  
30 Little Cribb Street Milton QLD 4064  
GPO Box 2924 BRISBANE QLD 4001  
ABN 88 010 720 840 AFSL No. 228975  
MySuper Authorised 98 503 137 921 996

☎ 13 11 84  
🌐 [sunsuper.com.au](http://sunsuper.com.au)  
🐦 [twitter.com/sunsuper](https://twitter.com/sunsuper)  
📘 [facebook.com/sunsuper](https://facebook.com/sunsuper)

17 February 2022

← 000154 000



Rev Julie Worrall  
5 Heysen Circuit  
ANDREWS FARM SA 5114

Your member number

600023640

Dear Julie,

## Request to rollover your Sunsuper benefit – confirmation of transfer

We'd like to confirm we've transferred your super benefit as requested.

An amount of \$110,342.69 has now been paid to WORRALL2021 SMSF.

We've enclosed a *Member benefit statement* and a *Rollover benefits statement* confirming the payment.

### You're welcome back anytime

Simply visit [sunsuper.com.au/join](http://sunsuper.com.au/join) to open a new account or contact us on **13 11 84** (or +617 3121 0700 if calling from overseas) between 8.00am and 6.30pm AEST, Monday to Friday. We'll then be in touch with ways to get your super working harder for you.

Since joining Sunsuper, you've enjoyed the benefits of being a part of one of Australia's largest and fastest growing profit-for-members funds with great benefits including:

- **Low administration fees.** Sunsuper's administration fees are amongst the lowest and fairest you'll find, which means more money for you when you retire.
- **Strong, long-term returns.** Our stress-tested investment strategies have delivered strong, long-term returns, with our Balanced investment option beating the industry average over 3, 5, 7 and 10 years\*.

Plus, we offer award winning retirement products to take you through retirement.

If you have any questions please visit [sunsuper.com.au](http://sunsuper.com.au) or call us on **13 11 84** (or +617 3121 0700 if calling from overseas) between 8.00am and 6.30pm AEST, Monday to Friday.

Yours sincerely,

**Steve Davidson**  
Executive General Manager, Customer Engagement

\*The Balanced option for *Super-savings accounts* has identical investments to the Balanced Pool in Sunsuper's default investment option, the Lifecycle Investment Strategy. Members invested in the Lifecycle Investment Strategy are invested 100% in the Balanced Pool until age 55. (Source: SuperRatings Fund Crediting Rate Survey March 2020). **Warning:** Past performance is not a reliable indication of future performance.

Our qualified financial advisers provide simple advice about your Sunsuper account at no additional cost. More comprehensive advice may incur a fee. Sunsuper employees provide advice as representatives of Sunsuper Financial Services Pty Ltd (ABN 50 087 154 818 AFSL No. 227867) (SFS), wholly owned by the Sunsuper Superannuation Fund. Sunsuper has established a panel of accredited external financial advisers for our members. Sunsuper does not receive or pay any referral fees to these advisers. Each of these advisers will explain to you how their advice fees are determined. The accredited external financial advisers are not employed by Sunsuper, and Sunsuper is not responsible for the advice provided by these advisers.

Sunsuper Pty Ltd ABN 88 010 720 840 AFSL No. 228975, is the Trustee and Issuer of the Sunsuper Superannuation Fund ABN 98 503 137 921, USI 98 503 137 921 001. This communication contains general information only. Any advice does not take into account your personal objectives, financial situation or needs. You should consider the appropriateness of any advice having regard to your personal objectives, financial situation and needs before acting on that advice. A copy of the relevant *Product Disclosure Statement (PDS)* & Target Market Determination (TMD) can be obtained by visiting [sunsuper.com.au/pds](http://sunsuper.com.au/pds) or calling 13 11 84. You should consider the PDS in deciding whether to acquire, or to continue to hold, the product.

**Section A: Receiving fund's details** - please state information below, if known.

Australian business number (ABN):14758680308

Unique Superannuation identifier (USI):

Name:WORRALL2021 SMSF

Member client identifier:J WORRALL

Postal address - Street address:5 Heysen Circuit

Suburb/town/locality:ANDREWS FARM

State/territory:SA

Postcode:5114

**Section B: Members' details** - please state information below, if known.

Tax file number (TFN):169973092

Full name:

Title:Rev

Family name:Worrall

First given name:Julie Clare

Other given names:

Postal address - Street address:5 Heysen Circuit

Suburb/town/locality:ANDREWS FARM

State/territory:SA

Postcode:5114

Date of birth:07/09/1972

Sex:Female

Daytime phone number (include area code):0419 779 968

Email address (if applicable):  
juliecworral@gmail.com

**Section C: Rollover transaction details**

Service period start date:06/07/1992

Tax components:

Tax-free component: \$ 8,185.34

KiwiSaver tax-free component: \$ 0.00

Taxable component:

Element taxed in the fund: \$ 102,157.35

Element untaxed in the fund: \$ 0.00

Total Tax components: \$ 110,342.69

Preservation amounts:

Preserved amount: \$ 110,268.70

KiwiSaver preserved amount: \$ 0.00

Restricted non-preserved amount: \$ 0.00

Unrestricted non-preserved amount: \$ 73.99

Total preservation amounts: \$ 110,342.69

**Section D: Non-complying fund** - only complete if you're a trustee of a non-complying fund.

Contributions made to a non-complying fund on or after 10 May 2006

**Section E: Declaration**

Fund's ABN:98 503 137 921

Fund's name:Sunsuper

Contact name:Steve Davidson

Email address (if applicable):

Daytime phone number (including area code):13 11 84

Signature of authorised person:

*Steve Davidson*

Date:17/02/2022

You do not need to send a copy of this statement to the Australian Taxation Office, however, you must keep a copy for your records for a period of five years.



Super-savings Member benefit statement at 17 February 2022

Rev Julie Worrall

Member Number: 600023640

Your statement is made up of this *Member benefit statement* and the accompanying *Important information flyer*.

**Benefit summary**

Taxation	
Benefit rolled over	\$110,342.69
<b>Gross benefit paid</b>	<b>\$110,342.69</b>
Tax	\$0.00
<b>Net benefit paid</b>	<b>\$110,342.69</b>

Account summary	
<b>Opening balance at 1 July 2021</b>	<b>\$339,063.30</b>
Contributions	\$7,108.08
Employer compulsory contributions	\$6,608.08
Voluntary contributions (after-tax)	\$0.00
Government co-contributions	\$0.00
Low income superannuation tax offset	\$500.00
Salary sacrifice (before-tax)	\$0.00
Other contributions	\$0.00
Net investment earnings	\$15,628.98
Transfers and roll-ins received	\$0.00
Insurance proceeds	\$0.00
Fees (if any)	-\$226.92
Insurance premiums	-\$321.85
Tax	-\$908.90
Withdrawals and transfers-out to other funds	-\$360,342.69
<b>Closing balance at 17 February 2022</b>	<b>\$0.00</b>
Benefit paid at 17 February 2022	\$110,342.69

The amounts above are before tax unless otherwise stated.

## Fund investment returns

Investment option	Opening unit price at 01/07/2021	Closing unit price (last available) at 17/02/2022	Change in price (%)
Growth	4.23909	4.49625	6.0664%
Conservative	2.98098	3.04209	2.0500%
Australian Shares	5.41558	5.60789	3.5510%
Balanced	4.10380	4.29217	4.5901%
Lifecycle Investment Strategy			
Balanced Pool	1.95984	2.04841	4.5192%

Unit prices shown are exit unit prices. The change in value percentage is based on the change in unit prices over the period and applies to money that was invested for the whole period. The actual rate of return received by individual members depends on the timing of contributions and other transactions and the unit prices that applied on the dates those transactions took place.

**Please note** benefit payments are processed using the last available unit price for the day we finalise the processing of your request. Please visit [sunsuper.com.au](https://sunsuper.com.au) for information on other investment options your money may have been invested in between 1 July 2021 and 17 February 2022.

## Insurance cover

Insurance cover at 17 February 2022 is outlined below.

Cover	Amount
Tailored Death cover	\$236,673
Tailored Total & Permanent Disability cover	\$236,673
<b>Total weekly premiums</b>	<b>\$10.07</b>

Any insurance cover held in the account ended on the date the account balance was transferred. Refer to the *Important information* flyer for more information.

## Contributions

### Employer Compulsory Contributions

Date	Source	Before tax	Tax	Tax Adjustment	After tax
06/07/2021	SYNOD OF DIOCESE OF ADELAIDE O	\$776.28	-\$116.44	\$0.50	\$660.34
05/08/2021	SYNOD OF DIOCESE OF ADELAIDE O	\$776.28	-\$116.44	\$12.86	\$672.70
15/09/2021	SYNOD OF DIOCESE OF ADELAIDE O	\$776.28	-\$116.44	\$12.90	\$672.74
15/10/2021	SYNOD OF DIOCESE OF ADELAIDE O	\$776.28	-\$116.44	\$10.70	\$670.54
18/11/2021	SYNOD OF DIOCESE OF ADELAIDE O	\$1,164.42	-\$174.66	\$12.55	\$1,002.31
16/12/2021	SYNOD OF DIOCESE OF ADELAIDE O	\$776.28	-\$116.44	\$0.00	\$659.84

Date	Source	Before tax	Tax	Tax Adjustment	After tax
31/01/2022	SYNOD OF DIOCESE OF ADELAIDE O	\$776.28	-\$116.44	\$16.77	\$676.61
11/02/2022	SYNOD OF DIOCESE OF ADELAIDE O	\$785.98	-\$117.90	\$1.09	\$669.17
<b>Total</b>		<b>\$6,608.08</b>	<b>-\$991.21</b>	<b>\$67.38</b>	<b>\$5,684.25</b>

A positive amount in the tax column of the table above represents a tax credit.

Sunsuper passes on the benefit of tax deductions received for Administration fees and insurance premiums charged to your account via a tax adjustment, which reduces the contributions tax you are charged. If there have been adjustments on your account for administration or insurance premiums, this may be reflected as a negative tax adjustment amount.

You should check that all contributions from your employer/s have been received. If you think some contributions are missing, you should contact your employer. If you think your employer has not met their super obligations, you can contact the ATO.

#### Low income Superannuation Tax Offset

Date	Source	After tax
26/08/2021	Low-income super contributions	\$500.00
<b>Total</b>		<b>\$500.00</b>

#### Net investment earnings

Description	Amount
Net investment earnings (after investment tax)	\$17,023.63
Investment fees and costs	-\$1,132.75
Investment transaction costs	-\$261.90
<b>Total</b>	<b>\$15,628.98</b>

#### Administration fees

Date	Description	Amount
2021/2022	Administration fee - flat fee	-\$49.50
01/07/2021	Administration fee - percentage fee	-\$28.09
01/08/2021	Administration fee - percentage fee	-\$26.81
01/09/2021	Administration fee - percentage fee	-\$27.02
01/10/2021	Administration fee - percentage fee	-\$33.75
01/11/2021	Administration fee - percentage fee	-\$27.47
01/12/2021	Administration fee - percentage fee	-\$19.93
01/01/2022	Administration fee - percentage fee	-\$8.32
01/02/2022	Administration fee - percentage fee	-\$6.03
<b>Total</b>		<b>-\$226.92</b>

## Insurance premiums and insurance fees

Date	Monthly premiums and insurance fees	Monthly premiums and insurance fees paid by the employer	Monthly premiums paid by member	Monthly insurance fees paid by member	Monthly premiums and insurance fees paid by the member
01/07/2021	-\$45.35	\$0.00	-\$45.35	\$0.00	-\$45.35
01/08/2021	-\$36.28	\$0.00	-\$36.28	\$0.00	-\$36.28
01/09/2021	-\$38.82	\$0.00	-\$38.82	\$0.00	-\$38.82
01/10/2021	-\$50.35	\$0.00	-\$50.35	\$0.00	-\$50.35
01/11/2021	-\$40.28	\$0.00	-\$40.28	\$0.00	-\$40.28
01/12/2021	-\$50.35	\$0.00	-\$50.35	\$0.00	-\$50.35
01/01/2022	-\$40.28	\$0.00	-\$40.28	\$0.00	-\$40.28
01/02/2022	-\$20.14	\$0.00	-\$20.14	\$0.00	-\$20.14
<b>Total</b>	<b>-\$321.85</b>	<b>\$0.00</b>	<b>-\$321.85</b>	<b>\$0.00</b>	<b>-\$321.85</b>

## Tax

Date	Description	Amount
2021/2022	Contribution tax	-\$923.83
14/12/2021	Contribution tax adjustment	\$11.64
17/02/2022	Contribution tax adjustment	\$3.29
<b>Total</b>		<b>-\$908.90</b>

The contributions tax amount above is net of any tax adjustment for fees and premiums shown in the Contributions section of this Member benefit statement. An end of year reconciliation ensures that correct total contributions tax has been calculated, and an additional contributions tax adjustment has been applied.

## Withdrawals and transfers-out

Date	Reason	Amount
14/12/2021	Transfer out	-\$250,000.00
17/02/2022	Transfer out	-\$110,342.69
<b>Total</b>		<b>-\$360,342.69</b>

## Preferred beneficiaries

This table displays your beneficiaries for your account balance and any insurance cover you may have had.

Beneficiary name	Percent
Peter Colin Worrall	100%



## Preservation summary

Description	Amount
Available when retired and after reaching your preservation age (Preserved)	\$110,268.70
Available after leaving your employer (Restricted non-preserved)	\$0.00
Available now, if requested (Unrestricted non-preserved)	\$73.99
<b>Total</b>	<b>\$110,342.69</b>

## Fees and costs summary

### Fees deducted directly from your account

Description	Amount
Administration fees	-\$226.92
Insurance fees	\$0.00
Other fees	\$0.00
Fee cap refund	\$0.00
<b>Total fees deducted directly from your account</b>	<b>-\$226.92</b>

This amount has been deducted directly from your account (reflected in the transactions listed on this statement).

### Fees and costs deducted from your investment

Description	Amount
Investment fees and costs	-\$1,132.75
Investment transaction costs	-\$261.90
Cost met from reserves*	-\$69.77
<b>Total fees and costs deducted from your investment</b>	<b>-\$1,464.42</b>

This approximate amount has been deducted from your investment and covers amounts that have reduced the return on your investment and that are not reflected as transactions listed on this statement or in the *Additional explanation of fees and costs*. Refer to the *Important information flyer* for more information.

\*A portion of the costs of administering your super account are paid from Sunsuper's general reserves. Refer to the *Additional explanation of fees and costs* in the *Important information flyer* for more details.

## Total fees and costs you paid

**-\$1,691.34**

This approximate amount includes all the fees and costs that affected your investment during the period. Refer to the *Additional explanation of fees and costs* in the *Important information flyer* for more details.

**Please note: this statement may include transactions that have been reported in a previous Annual statement.  
Your statement is made up of the Super-savings *Member benefit statement* and the enclosed *Important information flyer*.  
Date prepared: 17 February 2022**



# Important information

Your statement is made up of this *Important information* flyer and the accompanying *Member benefit statement*.

## Super-savings account fund investment returns as at 30 September 2021

Option	1 year (% p.a.)	3 year (% p.a.)	5 year (% p.a.)	7 year (% p.a.)	10 year (% p.a.)
Lifecycle Investment Strategy - Balanced Pool <sup>(1)</sup>	21.2%	8.8%	9.7%	9.0%	9.9%
Lifecycle Investment Strategy - Retirement Pool <sup>(2)</sup>	15.5%	6.9%	7.5%	7.0%	7.5%
Lifecycle Investment Strategy - Cash Pool <sup>(3)</sup>	0.2%	0.8%	1.2%	1.4%	1.8%
Growth	26.3%	10.1%	11.3%	10.2%	10.8%
Balanced	21.3%	8.8%	9.7%	9.1%	9.9%
Balanced - Index	18.2%	8.9%	8.7%	8.5%	9.9%
Socially Conscious Balanced	17.8%	8.1%	8.5%	7.6%	9.1%
Retirement	15.4%	7.0%	7.5%	7.0%	7.5%
Conservative	9.6%	5.2%	5.5%	5.5%	6.0%
Diversified Alternatives <sup>^</sup>	19.5%	9.1%	n/a	n/a	n/a
Shares	28.7%	11.2%	12.3%	10.6%	11.9%
Australian Shares	30.9%	9.7%	10.5%	9.4%	10.9%
Australian Shares - Index	28.3%	10.0%	10.4%	9.4%	10.9%
International Shares - Index (hedged)	26.9%	10.7%	12.4%	10.5%	13.4%
International Shares - Index (unhedged)	26.8%	12.0%	14.0%	12.9%	15.3%
Emerging Markets Shares	18.6%	8.6%	9.9%	7.1%	7.8%
Property	17.9%	7.4%	7.3%	8.2%	9.4%
Australian Property - Index	26.9%	8.5%	7.0%	10.1%	12.4%
Diversified Bonds	0.3%	3.6%	3.1%	3.3%	4.2%
Diversified Bonds - Index	-1.7%	3.3%	2.3%	3.4%	4.2%
Cash	0.3%	1.1%	1.5%	1.7%	2.2%

- 1 The Balanced Pool commenced on 4 October 2013. The Balanced Pool has identical investments to the Balanced Option. To show our performance for the Balanced Pool we have shown the returns for the Balanced Option up to 4 October 2013 with the returns for the Balanced Pool from 4 October 2013.
- 2 The Retirement Pool commenced on 4 October 2013. The Retirement Pool has identical investments to the Retirement Option. To show our performance for the Retirement Pool we have shown the returns for the Retirement Option (adjusted to reflect fee differences) up to 4 October 2013 with the returns for the Retirement Pool from 4 October 2013.
- 3 The Cash Pool commenced on 4 October 2013. The Cash Pool has identical investments to the Cash Option. To show our performance for the Cash Pool we have shown the returns for the Cash Option (adjusted to reflect fee differences) up to 4 October 2013 with the returns for the Cash Pool from 4 October 2013.

<sup>^</sup>The Diversified Alternatives investment option commenced on 30 September 2017. "n/a" indicates the return for the period is not available.

The Capital Guaranteed investment option was closed on 31 December 2020. Between 1 July 2020 and 31 December 2020, the option returned 0.8%.

For the most recent investment returns visit [sunsuper.com.au/investments](https://sunsuper.com.au/investments)

**Note:** Past performance is not a reliable indication of future performance. Returns are after investment fees and costs and investment tax. A super fund's investment performance typically varies over time. Because super is a long-term investment, five and ten-year figures smooth out short-term results – for example, in a given fund over a five year period, a growth option might have a negative return for one year but a positive return for the other four years, giving an overall result that is positive for the five years. The returns shown above are not necessarily the same as the return on investments held by individual members. The actual return received by individual members will depend on the timing of payments and other transactions and the unit prices that applied on the dates those transactions took place.

### **Death benefit**

Your death benefit consists of your account balance (at the time the benefit is paid) and your insurance benefit if you have active cover through Sunsuper at the time of your death.

### **Your Total & Permanent Disability benefit**

Your Total & Permanent Disability benefit consists of your account balance (at the time your benefit is paid) and your insurance benefit if you have active cover through Sunsuper at the time the disablement occurs.

## Net investment earnings

This section shows the amount of money your investment has made, or lost, over the year and is after investment fees and investment taxes.

## Additional explanation of fees and costs

### **Fees**

More information about fees and costs is available in your *Product Disclosure Statement*, available at [sunsuper.com.au/pds](http://sunsuper.com.au/pds)

### **Fee cap refund**

If you have a balance across all of the Sunsuper accounts you hold that is under \$6,000 at the end of the financial year or the time of exiting Sunsuper, the total of your administration fees, investment fees and indirect costs will be capped at 3% of your account balance. The fee cap does not apply to \$0 account balances. Any amounts charged in excess of this cap must be refunded.

### **Administration fees**

The flat administration fee of \$1.50 per week\* is generally deducted weekly, and shown as a single aggregate amount in your statement. When considering this amount, you should be mindful of any fee changes that may have occurred during the year. Fees for partial weeks are not pro-rated.

\*Different fee arrangements may apply for some *Sunsuper for life Corporate* and *Sunsuper for life Business* Employer Plans.

### **Other fees**

This amount includes any advice fees or family law legislation fees. Where you have agreed for an ongoing advice fee to be debited from your Sunsuper account you have the option to cancel this at any time by notifying us in writing or by calling us on 13 11 84.

### **Investment fees and costs**

Investment fees are charged by the underlying investment manager with whom Sunsuper have a mandate/agreement to manage funds. Sunsuper estimates investment fees to match expected investment fees for the year ahead. These investment fees are estimated based on recent experience and our current long-term expectations for ongoing investment fees. These fees are not deducted directly from a member's account, instead they are deducted from investment returns prior to the calculation of daily unit prices.

Investment costs are incurred by the underlying investment managers as part of managing investments, in addition to investment fees. These costs are not paid by Sunsuper, but rather are incurred indirectly by our managers and as such are included in the net investment returns.

### **Investment transaction costs**

Investment transaction costs are incurred by the underlying investment manager as part of managing investments, in addition to investment fees and costs. For example, if a member's funds are invested in real property, a transactional cost could be stamp duty for the purchase of that property.

These costs are not paid by Sunsuper, but rather are incurred indirectly by our managers and as such are included in the net investment returns.

### **Costs met from reserves**

Sunsuper is required to maintain a general reserve for the benefit of our members. The general reserve are funds put aside to assist in meeting operating expenses and to manage operational risk.

The amount listed is the amount that was taken from the general reserve in excess of what was added to the reserve in the prior period. The amounts added to the reserve are members fees collected during the prior period related to the administration of their account.

### Excluded transactional and operational costs

Excluded transactional and operational costs include borrowing costs, property operational costs and implicit transaction costs. These costs are not paid by Sunsuper, but rather are incurred by the underlying investment manager as part of managing investments. They are not shown as separate transactions on this statement or included in the *Fees deducted from your investment* or *Total fees and costs you paid*, but are included in the net investment returns.

### Insurance fee

Insurance premiums in Sunsuper for life (Tailored Income Protection only), Sunsuper for life Business and most Sunsuper for life Corporate plans include an insurance fee to offset Sunsuper's costs of providing the cover. Refer to the relevant Insurance guide, available at [sunsuper.com.au/pds](https://www.sunsuper.com.au/pds) for more information.

## Tax

### Tax and tax deductions

The benefit of any tax deduction may be passed on to members with a Super-savings account only, by reducing the amount of contributions tax payable. The benefit of any tax deduction is not passed on to Transition to retirement accounts.

## Your insurance

Call **13 11 84** if you'd like more information about insurance cover provided through Sunsuper.

You should refer to your *Sunsuper for life Insurance guide* for the effect withdrawals or a transfer-out will have on your insurance cover (if any).

This shows your amount of insurance cover and the cost applicable to your insurance cover (if any). Insurance cover shown on the *Member benefit statement* is subject to the terms and conditions outlined in your latest *Product Disclosure Statement (PDS)*. This cover may be based upon certain assumptions which may not be factually correct and as a consequence may result in you being ineligible to claim insurance benefits or being eligible for different levels of cover. These eligibility conditions include but are not limited to employment status and the receipt of employer contributions. It's also important to remember that changing employers or your super fund can impact your insurance so make sure you check with us. For more detailed information about insurance cover and how you can apply for more, call us on **13 11 84**. Any insurance cover held in the account ended on the date the account balance was transferred.

## MySuper Product Dashboard

The MySuper Product Dashboard is designed to provide key information to help you compare Sunsuper's investments and fees with other MySuper products and make an informed choice about your super. Our latest MySuper Product Dashboard for the Lifecycle Investment Strategy is available on our website, visit [sunsuper.com.au/dashboard](https://www.sunsuper.com.au/dashboard)

## Superannuation contribution follow up

We do not know whether a contribution is due for you because we do not have sufficient information about your employment status or other relevant personal circumstances. Please check your statement to make sure all your employer and other contributions are listed. Talk to your employer or Sunsuper if you believe any payments may be missing. If you make personal member contributions to Sunsuper, your employer has 28 days from the end of the month the contributions were taken out of your pay to send them to us.

## Further information

The details in your *Member benefit statement* reflect your account balance as at 17 February 2022.

We're obliged to provide you with any information you reasonably require to understand your benefit entitlements. So if you'd like more information on Sunsuper, your investment options, your insurance cover and options (if any), or ways to contribute visit [sunsuper.com.au](https://www.sunsuper.com.au). If you have any questions about your *Member benefit statement* call **13 11 84**.

## Concerns and complaints

While we hope you've been happy with our service, if for any reason you haven't we offer a complaint resolution process at no additional cost to you.

To discuss your complaint please contact our Customer Service Team on **13 11 84**, or online via [sunsuper.com.au/contact-us](https://www.sunsuper.com.au/contact-us). You can also write to: Sunsuper Customer Relations, GPO Box 2924 Brisbane Qld 4001.

We'll do everything we can to resolve the issue as quickly as possible. If you're not happy with our response, you can contact the Australian Financial Complaints Authority (AFCA). This is an independent body set up by the Federal Government to help resolve disputes between financial institutions and their customers. You can also choose to take your complaint directly to ACFA. In some circumstance, ACFA may refer your complaint back to Sunsuper.

AFCA can be contacted in writing at Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001. You can also call 1800 931 678 or contact them via email [info@afca.org.au](mailto:info@afca.org.au) or [www.afca.org.au](http://www.afca.org.au).

For more information on the complaints resolution process refer to [sunsuper.com.au/complaints](https://www.sunsuper.com.au/complaints)

## Contacting us is easy

If you have any questions or would like more information please contact us on **13 11 84** (+61 7 3121 0700 when overseas).

You can also contact us at [sunsuper.com.au/contact-us](https://www.sunsuper.com.au/contact-us), in writing at GPO Box 2924 Brisbane Qld 4001, or via social media ([twitter.com/sunsuper](https://twitter.com/sunsuper), [facebook.com/sunsuper](https://facebook.com/sunsuper)).

Sunsuper Pty Ltd ABN 88 010 720 840 AFSL No. 228975, is the issuer of this *Member benefit statement*. Trustee of Sunsuper Superannuation Fund, ABN 98 503 137 921, USI 98 503 137 921 001.

**Please note: this statement may include transactions that have been reported in a previous *Annual statement*. Your statement is made up of this *Important information flyer* and the accompanying *Member benefit statement*.**

**Date prepared: 17 February 2022**

14 April 2022

Company Secretary  
JCWPCW Investments Pty Ltd  
5 Heysen Cct  
ANDREWS FARM SA 5114



## Landlord Insurance

Policy number  
**21-S062033-LLP**

Risk address  
**5 Bulburin St  
Yarrabilba QLD 4207**

Effective date  
**26 April 2022**

## You've made a great decision

To the Company Secretary,

Thank you for choosing us to cover your rental property and your premium payment of \$1,907.11. We're looking forward to giving you quality cover and our best service.

Now we just need you to:

### 1. Please read your policy documentation

We want to be sure that you know exactly what you're covered for, so please read the Product Disclosure Statement (PDS) together with your Policy Schedule as these set out the terms and conditions of your cover.

### 2. Check that the information we have on record is correct

Your *Record of Answers* and Policy Schedule are based on what you told us under your *Duty to take reasonable care not to make a misrepresentation*, which is set out at the end of your Schedule. Please ensure that everything is correct and contact us to make any changes.

Please also check whether the cover and sums insured you have nominated are appropriate. You can use our sum insured calculator at [www.allianz.com.au/calculators](http://www.allianz.com.au/calculators).

### Any questions?

Please call **13 1000** – we'll be happy to help you.

Kind regards,

Richard Feledy  
**Managing Director**  
**Allianz Australia Insurance Limited**

## Did you know Allianz also offer these 4 covers?

- 1 Home Insurance
- 2 Life Insurance
- 3 Car Insurance
- 4 Business Insurance

Call **13 1000** or visit  
[allianz.com.au](http://allianz.com.au) today



If you need to make a claim, call us on 13 10 13  
or go to [allianzclaims.com.au](http://allianzclaims.com.au)

## Important information

Insurance is issued by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No: 234708. We do not provide any advice on this insurance based on any consideration of your objectives, financial situation or needs. Before making a decision about it please refer to the Product Disclosure Statement, available from [allianz.com.au](http://allianz.com.au) or by calling us on **13 1000**.



Large General Insurance Company of the Year 2016, 2014, 2013, 2012, 2011 (Australian Insurance Industry Awards) and  
General Insurance Company of the Year 2014, 2012 (Australian Banking & Finance Insurance Awards).





# Your landlord insurance policy schedule

## Type of policy

Landlord Insurance

## Risk address

5 Bulburin St  
Yarrabilba QLD 4207

## Policy number

21-S062033-LLP

## Policy

**Insured** Jcwpcw Investments Pty Ltd

### Policy contact details

**Mobile phone:** 0432 305 752

**Email:** peter\_worrall1@hotmail.com

Please visit [allianz.com.au/preferences](http://allianz.com.au/preferences) to update your contact details

**Insurer** Allianz Australia Insurance Limited  
ABN 15 000 122 850  
AFS Licence No. 234708

### Period of insurance

**Effective date** 26 April 2022

**Expiry date** 4pm on 26 April 2023

**Interested party** Bc Invest Pty Ltd

**No claim bonus** 30%

**Registered for GST?** No

## Cover

	Sum insured	Excess
<b>Buildings</b>	\$800,000	\$800*
<b>Contents</b>	nil	nil
<b>Rent Default</b>	\$10,000	\$800*
<b>Legal liability</b>	\$10,000,000	nil

\*Comprises minimum basic excess \$600 and voluntary excess \$200.

## Premium

**Base premium** \$1,590.59

**Emergency/Fire Services Levy** \$0.00

**Stamp Duty** \$157.46

**GST** \$159.06

**Annual premium** \$1,907.11

This document is a Tax Invoice for GST purposes.

## Property

**Built** 2021

**External walls** Brick Veneer

**Roof material** Metal/Iron/Colorbond

**Building type** House on Slab/Foundations

**Strata title plan** No

**Licensed property manager** Yes

**Weekly rent** \$480

Certain words in this Policy Schedule and the PDS have special meanings that are set out in the PDS or in other policy documentation we provide you with.

# List of insured events

See the PDS for the standard policy terms, conditions, limits and exclusions that apply. This should be read together with this Policy Schedule and any other document we tell you forms part of your policy.

	Covered?
Accidental breakage (of glass)	✓
Earthquake/Tsunami <sup>^</sup>	✓
Explosion	✓
Fire or smoke	✓
Impact damage	✓
Lightning or thunderbolt	✓
Malicious acts	✓
Riot or civil commotion	✓
Storm, rainwater or run-off	✓
Theft, burglary or housebreaking	✓
Water or other liquid damage	✓

## Optional additional covers

Rent Default and Theft by Tenant	✓
Flood	Not taken

<sup>^</sup> Additional excess applies, refer to your PDS for details.

## You're not covered for flood

You have chosen not to take up the optional insured event flood. This means that you are not covered for loss or damage to your buildings caused by or arising from flood. If you meet our eligibility criteria, you may be able to add this option. An additional premium is payable which may vary from time to time based on periodic reviews of our flood risk data. If you would like to enquire about adding the insured event flood to your policy, please call us on 13 1000.

## Minimum premiums

Minimum premiums may apply. Any discounts/ entitlements may be subject to rounding and only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Discounts may not be applied to any flood component of the premium (if applicable).



## Your Duty to take reasonable care not to make a misrepresentation

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You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

**If you do not meet the above Duty**, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If our information or questions are unclear, you can contact us or visit [www.allianz.com.au/misrepresentation](http://www.allianz.com.au/misrepresentation)



# Record of answers

When you entered into your policy, we asked you some questions to enable us to decide whether and on what terms your application for insurance was acceptable and to calculate how much premium was required. Your Duty to take reasonable care not to make a misrepresentation applied when you answered these questions and your answers are set out below.

## Record of answers you gave us

Please check your answers and the details on your schedule that you provided. If any information is incorrect or incomplete, please call us on 13 1000.

**Risk address: 5 Bulburin St Yarrabilba QLD 4207**

## Our questions

## Your answers

In approximately what year was your home built?	2021
How would you describe your home?	House on Slab/Foundations
What are the exterior walls of your home made of?	Brick Veneer
Is your home part of a strata title plan?	No
Is the property managed by a licensed property management agent?	Yes
Is your home located on a site exceeding 20,000 square metres?	No
How many losses, including loss of rent and legal liability, have you had within the last 3 years as a landlord in respect of any residential property, whether claimed or not?	Nil
What weekly rent do you accept for this property?	\$480.00
Have you been convicted of, or had any fines or penalties imposed for any crime involving drugs, dishonesty, arson, theft, fraud or violence against any person or property in the last 5 years?	No
Have you had any claim refused, insurance declined/cancelled by an insurer, or special conditions imposed on an insurance policy of insurance in the last 5 years?	No
Do you have a current case before a tenancy tribunal, or any court, or do you have a tenant who is currently more than 2 weeks in arrears with their rental payments in respect of the proposed property?	No
Is the property watertight, well maintained, structurally sound and secure?	Yes
Will the property be permanently occupied from the day the insurance is due to start?	Yes
Is the property subject to a demolition or similar statutory order?	No
Is the property in the course of construction, renovation or alteration?	No
Is any part of the risk address used for any business, trade or profession, other than a home office, or is the building located on a farm or hobby farm?	No
Is your property subject to a National Trust Classification, or is it a Heritage Listed property?	No
Is the property being let or rented on a commercial basis? (For example: bed and breakfast, hotels, hostels, motels, guest houses, boarding houses etc)	No
Is the building let for holiday bookings?	No
Are there more than three unrelated persons living in your property?	No
Is there a mortgage, or other financial interest over this property?	Yes



# Record of answers

## Our questions

## Your answers

What is the policy holder type (Individual or Company)?

Commercial

Are you registered for GST?

No

# Supplementary Product Disclosure Statement ("SPDS")

## Allianz Landlord Insurance

Preparation Date: 01/10/2021

### Important changes to your Allianz Landlord Insurance Product Disclosure Statement

This document is an SPDS that updates and amends the Allianz Landlord Insurance Product Disclosure Statement ("PDS") dated 24 June 2021. It is issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708. This SPDS must be read together with the PDS and any other SPDS that you are given which updates or amends the PDS.

This SPDS amends the PDS as follows:

#### **THE 'UNDERSTANDING YOUR POLICY AND ITS IMPORTANT TERMS AND CONDITIONS' SECTION IS DELETED AND REPLACED AS FOLLOWS:**

##### **Understanding your policy and its important terms and conditions**

To properly understand this policy's significant features, benefits and risks you need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the "Introduction" section);
- "When we will not pay a claim under your policy" section (this restricts the cover and benefits);
- "Conditions of cover" and "Making a claim" sections (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim); and
- "Other information" section (this contains important information on Your Duty to take reasonable care not to make a misrepresentation, our Privacy policy and our Dispute Resolution process).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; what property you want to cover; the limits you want for certain covers (if optional); excesses that will apply to you or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

The base premium we charge varies according to your risk profile (e.g. the location of the property, the type of property being insured, the amount of cover required, optional additional covers selected and relevant claims history etc).

In some cases, discounts may apply if you meet certain criteria we set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges we tell you of. In some cases, a service fee will apply where you pay your premium by instalments. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

If you pay your premium by instalments refer to the "Conditions of Cover" section for important details on your rights and obligations. If an instalment is not paid, we will let you know and we will try to deduct the overdue amount along with your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation and cancellation will be effective 14 days from the date on this notice. So, it's important that you pay your instalments on time. If you can't, you should get in touch with us immediately.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value. You should also read the GST Notice to understand how GST is applied to a claim. If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

## **THE 'OUR AGREEMENT WITH YOU' SECTION IS DELETED AND REPLACED AS FOLLOWS:**

### **Our agreement with you**

We will insure you for:

- loss or damage caused by one or more of the insured events;
- the other benefits; and
- any optional additional cover(s) you have selected,

as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force; and
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty to take reasonable care not to make a misrepresentation either verbally or in writing. If you failed to comply with your Duty to take reasonable care not to make a misrepresentation we may be entitled to reduce our liability under the policy in respect of a claim and/or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of cancelling your policy from the effective date stated in the current schedule.

We only cover those parties shown in the schedule unless otherwise stated in the relevant policy section as being a person entitled to cover.

For your assistance we have provided an explanation of your Duty to take reasonable care not to make a misrepresentation and the consequences of misrepresentation, under the heading "Your Duty to take reasonable care not to make a misrepresentation".

## **THE '5. COOLING OFF AND CANCELLATION RIGHTS UNDER THE POLICY' SECTION HAS BEEN DELETED AND REPLACED AS FOLLOWS:**

### **5. Cooling off and cancellation rights under the policy**

- a. You may cancel or return this policy at any time by contacting us. If you cancel your policy within 14 days from either:
  - the date we issued you a new policy, or
  - the start date of a policy that you have renewed,

(this is known as a "cooling off period") then in either of these situations, provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium. We may deduct from your refund any government taxes or duties we cannot recover.

- b. We have the right to cancel this policy where permitted by law. For example, we can cancel:
- if you have failed to comply with your Duty to take reasonable care not to make a misrepresentation;
  - where you have failed to comply with a provision of your policy, including the term relating to payment of premium;
  - where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or
  - where we agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- c. After the cooling off period has ended, if you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, plus all or part of any government taxes, levies or duties.
- d. In the event that you have made a total loss claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made.

## **THE 'YOUR DUTY OF DISCLOSURE' SECTION IS DELETED AND REPLACED AS FOLLOWS:**

### **Your Duty to take reasonable care not to make a misrepresentation**

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

**If you do not meet the above Duty**, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If our information or questions are unclear, you can contact us via the details on the back cover or visit [www.allianz.com.au/misrepresentation](http://www.allianz.com.au/misrepresentation)





# LANDLORD INSURANCE

PRODUCT DISCLOSURE STATEMENT



**LANDLORD**  
**INSURANCE**  
PRODUCT DISCLOSURE STATEMENT

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# Our Product Disclosure Statement

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.

## Understanding your policy and its important terms and conditions

To properly understand this policy's significant features, benefits and risks you need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the “Introduction” section);
- “When we will not pay a claim under your policy” section (this restricts the cover and benefits);
- “Conditions of cover” and “Making a claim” sections (these set out certain obligations that you and we have. If you do not meet them we may reduce or refuse your claim to the extent we are prejudiced by your non-compliance); and
- “Other information” section (this contains important information on Your Duty of Disclosure, our Privacy policy and our Dispute Resolution process).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; what property you want to cover; the limits you want for certain covers (if optional); excesses that will apply to you or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

The base premium we charge varies according to your risk profile (e.g. the location of the property, the type of property being insured, the amount of cover required, optional additional covers selected and relevant claims history etc).

In some cases discounts may apply if you meet certain criteria we set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges we tell you of. In some cases a service fee will apply where you pay your premium by instalments. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

If you pay your premium by instalments refer to the “Conditions of cover” section for important details on your and our rights and obligations. If an instalment is not paid, we will let you know and we will try to deduct the overdue amount along with your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation and cancellation will be effective 14 days from the date on this notice. So it’s important that you pay your instalments on time. If you can’t, you should get in touch with us immediately.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value.

You should also read the GST Notice to understand how GST is applied to a claim.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

## **Cooling off period and cancellation rights**

Even after you have decided to purchase this policy, you have a cooling off period and cancellation rights (see “Cooling off and cancellation rights under the policy” on page 47 for details).

## **Updating the PDS**

We may need to update this PDS from time to time. We’ll do this if certain changes occur, and we are required and permitted by law to do so.

We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy of any changes free of charge by contacting us using the contact details on the back of this PDS.

# Introduction

Welcome and thank you for choosing Allianz, one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a range of highly featured products and services to our customers. As members of the worldwide Allianz Group, we are committed to continuous improvement of our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services. We also aspire to industry best practice procedures in all aspects of our business, so you can relax knowing the power is on your side.

## What the policy consists of

### Your policy consists of:

- this Product Disclosure Statement and Policy Document (PDS). The PDS is designed to provide information about the policy, to help you decide if it's what you need. We are required to provide a PDS under the Corporations Act;
- your Policy Schedule. Your policy schedule sets out who is insured, the cover(s) selected, the period of insurance, the premium payable, sums insured, limits of liability, excesses and other important information;
- any Supplementary PDS that applies. If we vary the PDS, we may issue a Supplementary PDS with the changes; and
- any other policy documents we specify at or prior to entry into your insurance contract or when required or permitted by law that vary or modify the policy.

The policy provides a number of covers which may or may not be provided to you as a retail client under the Corporations Act 2001 (Cth) depending on your circumstances. Only the parts of the policy document relevant to cover provided to you as a retail client and any other documents which we tell you are included (at or prior to entry into your insurance contract or when required or permitted by law), make up the PDS for the purposes of the Act.

This PDS (together with any amendments, updates or endorsements that we give you in writing which may vary it when required or permitted by law) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

### **General Advice Warning**

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether this policy is specifically appropriate for your objectives, financial situation or needs, you should carefully read this document before deciding.

## **Our agreement with you**

We will insure you for:

- loss or damage caused by one or more of the insured events;
- the other benefits; and
- any optional additional cover(s) you have selected,

as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force; and
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim and/or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of cancelling your policy from the effective date stated in the current schedule.

We only cover those parties shown in the schedule unless otherwise stated in the relevant policy section as being a person entitled to cover.

For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure" on pages 52 to 53.



# If you have buildings cover

Your current schedule shows if you have buildings cover.

In order to be sure that you are covered under this policy you should always call us for approval before you incur certain expenses. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## What are buildings

If you have selected buildings cover, the term buildings also includes:

1. pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, electricity, cooling and heating which are your property or for which you are legally responsible and which are connected to the buildings;
2. fixed appliances which are permanently connected to the electrical, gas or plumbing systems such as air-conditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves;
3. fixtures and fittings, except those for which your tenant is legally responsible under the terms of the lease or similar agreement. These include fixed ceiling, wall or floor coverings (except for carpets, loose floor coverings, curtains and internal blinds), exterior blinds and awnings; and
4. when the buildings are not part of a strata title development, all structural domestic improvements which belong to you including:
  - a. carports, patios, gazebos and other structures which are not fully enclosed;
  - b. built-in furniture;
  - c. paved paths, paved driveways, terraces, walls, gates, fences, masts, aerials, satellite dishes, tennis courts, clothes lines and built-in barbecues;
  - d. permanently fixed swimming pools, saunas and spas (including their fixed accessories); and
  - e. jetties which are permanently fixed to the land at the risk address, and which are your property, and which have no commercial activities undertaken from them.

## What are not buildings

The following items are not buildings:

- a. portable electrical equipment which normally attaches to a power point only;
- b. carpets, loose floor coverings, curtains and internal blinds;

If your current schedule shows that you have contents insurance, items a. and b. above will be covered as contents.

- c. anything else which is listed under “What are contents” on page 14;
- d. landscaping, trees, shrubs and plants;
- e. unpaved paths or unpaved driveways constructed of earth or gravel; and
- f. residential flats, home units or town houses, which are part of a strata title development.

## Types of loss or damage your buildings are covered for

We will cover your buildings against loss or damage caused by one or more of the insured events occurring during the period of insurance. We will also cover you for the other benefits listed below. Details of the terms, conditions and exclusions which specifically relate to each insured event and other benefits are detailed on the pages indicated.



### Accidental breakage of glass

See page 19



### Malicious acts

See page 23



### Earthquake

See page 20



### Riot or civil commotion

See page 23



### Explosion

See page 20



### Storm, rainwater or run-off

See page 24



### Fire or smoke

See page 20



### Theft, burglary or housebreaking

See page 25



### Flood (but only if your schedule shows you are covered for flood)

See page 21



### Tsunami

See page 26



### Impact damage

See page 22



### Water or other liquid damage

See page 26



### Lightning or thunderbolt

See page 22

# Other benefits



**Continuation of cover when you are selling your buildings**

See page 27

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**Environmental benefits**

See page 28

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**Fusion**

See page 29

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**Landlords contents**

See page 30

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**Legal liability – cover for injury to other people or their property**

See page 30

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**Mortgage discharge costs**

See page 33

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**Reinstatement of sum insured after a loss**

See page 34

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**Removal of debris, professional rebuilding fees and extra costs of complying with building regulations**

See page 34

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**Rental costs after an insured event**

See page 36

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**Replacement of locks or cylinders**

See page 37

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# How we will settle your buildings claim

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1. At our option (acting reasonably), we will:
  - a. repair or rebuild the damaged part of your building to the same condition as when it was new; or
  - b. pay you the reasonable cost of repairing or rebuilding any damaged part of your building to the same condition as when it was new.
  - c. pay you up to the amount of the sum insured shown in the current schedule for your relevant buildings.

We will adjust your claims payment in accordance with the GST provision noted under "Conditions of cover", "GST Notice" on page 48.

---

2. When it is not possible to use original materials during the repair or rebuilding process, we will make best efforts to use the nearest available equivalent to the original materials. We will not pay to repair or rebuild property which has not been physically damaged.
- 
3. Unless we have agreed in writing, repair or rebuilding of your buildings must commence within six months of the loss or damage. If repair or rebuilding of your buildings is not commenced within six months of the loss or damage or any extended period to which we have previously agreed in writing, we will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred. We will extend the six month period to the extent we caused or contributed to the delay in repairing or rebuilding your buildings.
- 
4. If we have chosen to repair or rebuild your damaged building and you do not wish to repair or rebuild then, we will at our option (acting reasonably):
    - a. pay you the reasonable cost to repair or rebuild your damaged buildings less an amount for depreciation based on the age and condition of the buildings; or
    - b. pay you the value of the land and buildings at the risk address immediately prior to the occurrence of the loss or damage less the value of the land and buildings immediately after the loss or damage occurred.
- 
5. Rebuilding may be carried out on another site in the same vicinity provided that we agree in writing. Please contact us to confirm approval.
- 
6. If the claim relates to loss or damage to fixed wall, floor or ceiling coverings, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to repair the damaged areas using the nearest available equivalent to the original materials.
- 
7. If the claim relates to loss or damage to a dividing fence we will only pay half the cost of repairing the fence.
-

---

8. If the claim is for gates, fences or freestanding walls damaged or destroyed as a result of storm, rainwater or run-off, we will deduct an amount from any claim settlement for depreciation based on their age and condition.

---

9. In no case will we pay more than the sum(s) insured shown in the current schedule (less any excess[es] which may be payable) unless we have stated differently under "Insured events we will pay" on pages 19 to 26, "Other benefits we will provide" on pages 27 to 37 or "Optional additional covers" on pages 38 to 41.

---

10. If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct the amount of any bond monies remaining after you have paid allowable reletting expenses and we will then settle your claim subject to the policy conditions.

---

# If you have contents cover

Your current schedule shows if you have contents cover.

In order to be sure that you are covered under this policy you should always call us for approval before you incur certain expenses. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## What are contents

In this policy the term "contents" means property which belongs to you as the landlord (or for which you are legally responsible) consisting of:

- 
1. carpets, curtains, furnishings, furniture, household goods, internal blinds and loose floor coverings;

---

  2. light fittings which are not permanently fixed to the buildings;

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  3. removable domestic appliances and utensils, which are installed specifically for the tenants' use; and

---

  4. swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved; and/or

---

  5. when the buildings in which the contents are located are part of a strata title development the term contents also includes:  
fixtures and fittings and other structural improvements which are not insurable by the body corporate.
-

## What are not contents

The following items are not covered by this policy:

- 
- a. anything which is covered under “What are buildings” on page 9;

---

  - b. contents when they are in the internal or external common areas of a residential flat, home unit, town house or other type of multiple occupancy residence where any of the other owners, tenants, their guests or the public have access (including whilst contained in or on a vehicle in those areas);

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  - c. animals, birds, fish, insects, reptiles or spiders;

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  - d. trees, shrubs and plants;

---

  - e. motor vehicles (including motor cycles, motorised mini- bikes and motorised go-karts) whether they are capable of being registered or not;

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  - f. farm vehicles, farm trailers and mobile or motorised farming implements;

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  - g. caravans or trailers;

---

  - h. boats and other watercraft;

---

  - i. aircraft;

---

  - j. accessories and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft or aircraft;

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  - k. items of clothing, personal effects, mobile phones, computers, jewellery, furs, curios, works of art, gold or silver, antiques, money, cheques, or other negotiable instruments, documents of any kind, stamp collections, coin collections or any other collections; and

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  - l. articles belonging to you or any other person, which are not for the sole use of your tenant and are being stored at the risk address or elsewhere.
-

# Types of loss or damage your contents are covered for

We will cover your contents, when contained in the buildings, against loss or damage caused by one or more of the insured events occurring during the period of insurance. We will also cover you for the other benefits listed below.

Details of the terms, conditions and exclusions which specifically relate to each insured event and other benefits are detailed on the pages indicated.

## Insured events



### Accidental breakage of glass

See page 19



### Earthquake

See page 20



### Explosion


See page 20



### Fire or smoke

See page 20



**Flood**  (but only if your schedule shows you are covered for flood)  
See page 21



### Impact damage

See page 22



### Lightning or thunderbolt

See page 22



### Malicious acts

See page 23



### Riot or civil commotion

See page 23



### Storm, rainwater or run-off

See page 24



### Theft, burglary or housebreaking

See page 25



### Tsunami

See page 26



### Water or other liquid damage

See page 26



## Other benefits



### Contents in the open air at the risk address

See page 27



### Fusion

See page 29



**Legal liability** – cover for injury to other people or their property  
See page 30



### Reinstatement of sum insured after a loss

See page 34



### Removal of debris, professional rebuilding fees and extra costs of complying with building regulations

See page 34



### Rental costs after an insured event (when building is part of a strata title development)

See page 36



### Replacement of locks or cylinders

See page 37

## How we will settle your contents claim

1. At our option (acting reasonably), we will:
  - a. repair or replace your contents;
  - b. pay you the reasonable cost of repair or replacement; or
  - c. pay you up to the amount of the sum insured shown in the current schedule for your relevant contents.

If we pay you the reasonable cost of repair or replacement, this means the retail price of the item as if it were new.

We will adjust your claims payment in accordance with the GST provision noted under “Conditions of cover”, “GST Notice” on page 48.

2. When it is not possible to repair or replace a damaged item with original materials or an original item, we will make best efforts to use the nearest available equivalent to the original materials or item. We will not pay to repair or replace property which has not been physically damaged.
3. If the claim relates to loss or damage to carpets, loose floor coverings, curtains or internal blinds, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to repair the damaged areas using the nearest available equivalent to the original materials.

- 
4. If any part of a pair, set or collection is lost or damaged, we will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.
- 
5. If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct the amount of any bond monies remaining after you have paid allowable reletting expenses and we will then settle your claim subject to the policy conditions.
- 
6. For Oriental or Persian carpets or rugs which exceed \$500 in value per item, loss settlement will be limited to \$500 in total.
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7. If the claim relates to replacement of lost or damaged refrigerators, freezers, washing machines, clothes dryers and dishwashers, with less than a 3 Star Energy Rating, we will replace these items with items that have a minimum 3 Star Energy Rating.
- 
8. In no case will we pay more than the sum(s) insured shown in the current schedule (less any excess[es] which may be payable) unless we have stated differently under "Insured events we will pay" on pages 19 to 26, "Other benefits we will provide" on pages 27 to 37 and "Optional additional covers" on pages 38 to 41.
-

# Insured events we will pay

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.



## Accidental breakage of glass

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<ul style="list-style-type: none"><li>✓ If you have buildings cover we will pay for accidental breakage of fixed glass, glass or ceramic cooking surfaces of any kind, ceramic shower bases, wash basins, sinks, baths, lavatory pans or cisterns when they are permanently fixed to the buildings.</li><li>✓ If you have contents cover we will pay for accidental breakage of glass forming part of your furniture (including fixed or unfixed table tops and hanging wall mirrors).</li></ul>	<ul style="list-style-type: none"><li>✗ If the breakage is not through the entire thickness of the damaged item;</li><li>✗ breakage of glass, fittings or equipment which was in a damaged or imperfect condition before the breakage happened;</li><li>✗ breakage of glass forming part of any glasshouse or conservatory;</li><li>✗ breakage of glass in any part of the buildings used for trade or business purposes other than an office;</li><li>✗ breakage of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, radios, visual display units or televisions.</li></ul>



## Earthquake

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by earthquake.</p> <p>An excess of \$250 in addition to the amount shown in the current schedule applies to loss or damage caused by an earthquake or a series of earthquakes during any period of 48 consecutive hours.</p>	



## Explosion

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by explosion.</p>	



## Fire or smoke

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by fire or smoke.</p>	<p>✗ Loss or damage:</p> <ul style="list-style-type: none"> <li>• which arises gradually out of repeated exposure to fire or smoke;</li> <li>• to any property as a result of its undergoing a process necessarily involving the application of heat;</li> <li>• to any property as a result of scorching and/or melting, for example, cigarette burns. This exclusion does not apply if the scorching and/or melting is a direct result of a fire covered under this policy.</li> </ul>



## Flood

**!** (Applicable whether you have buildings and/or contents cover but only if your schedule shows you are covered for flood)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by flood or flood water combined with run-off and/or rainwater.</p>	<p>✗ Loss or damage caused by storm, rainwater or run-off (except where the run-off and/or rainwater is combined with flood water)</p> <p>Note: You may be covered for storm, rainwater or run-off under the insured event "Storm, rainwater or run-off";</p> <p>✗ loss or damage caused by action of the sea, high water, tidal wave or storm surge;</p> <p>✗ loss or damage caused by:</p> <ul style="list-style-type: none"><li>• soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of the flood;</li><li>• shrinkage or expansion of earth or land; or</li><li>• hydrostatic pressure;</li></ul> <p>✗ loss or damage to gates or fences if they are not well maintained and are not in good order and repair to the extent that the condition caused or contributed to the loss or damage;</p> <p>✗ loss or damage to retaining walls;</p> <p>✗ loss or damage to swimming pool and spa covers, their liners or their solar domes;</p> <p>✗ loss or damage to pontoons, jetties or bridges; or</p> <p>✗ the cost of cleaning mud or debris out of tanks, swimming pools or spas.</p>



## Impact damage

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by the impact of any of the following objects:</p> <ul style="list-style-type: none"><li>• a road or rail vehicle;</li><li>• a watercraft;</li><li>• an external aerial which collapses or breaks;</li><li>• an animal other than a domestic pet;</li><li>• falling trees or parts of falling trees;</li><li>• an aircraft or anything dropped or falling from an aircraft, space debris or debris from a rocket or satellite.</li></ul>	<p>✗ We will not pay if the loss or damage is caused by the lopping or felling of trees at the risk address and you have given express or implied consent for the lopping or felling.</p>



## Lightning or thunderbolt

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by lightning or thunderbolt.</p>	



## Malicious acts

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by malicious acts, unless the loss or damage was caused by:</p> <ul style="list-style-type: none"><li>• you or your domestic helpers, domestic workers;</li><li>• the invitees of you or your domestic helpers, domestic workers; or</li><li>• any person who is acting with your express or implied consent.</li></ul>	<p>✗ Loss or damage resulting from:</p> <ul style="list-style-type: none"><li>• poor housekeeping by your tenant or a member of their immediate family or your tenant's invitees; or</li><li>• failure by your tenant or a member of their immediate family or your tenant's invitees to control their children or domestic pets.</li></ul> <p>✗ The cost of cleaning, redecorating, painting or wallpapering unless:</p> <ul style="list-style-type: none"><li>• physical structural damage has occurred to the buildings; or</li><li>• the buildings has been damaged by graffiti, which necessitates such cleaning, redecorating, painting or wallpapering.</li></ul> <p>✗ If the malicious act relates to contents which are in the internal or external common areas of residential flats, home units, townhouses or any type of multiple occupancy residences.</p>



## Riot or civil commotion

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by riot or civil commotion.</p>	



## Storm, rainwater or run-off

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ We will pay for loss or damage caused by storm, rainwater or run-off.

### What's not covered?

- Loss or damage caused by or to:
- ✗ flood; or
  - ✗ flood water combined with run-off and/or rainwater;
  - ✗ action of the sea, high water, tidal wave or storm surge;
  - ✗ soil movement including erosion, landslide, mudslide or subsidence, however, we will cover you for loss or damage when it is a direct result of an insured event and occurs within 72 hours of an insured event;
  - ✗ shrinkage or expansion of earth or land; or
  - ✗ hydrostatic pressure;
  - ✗ retaining walls;
  - ✗ swimming pool covers, their liners or their solar domes;
  - ✗ external paintwork or other exterior coatings of the buildings caused by rainwater;
  - ✗ water seeping, percolating or otherwise penetrating into the buildings as a result of:
    - structural defects;
    - faulty design of the buildings;
    - faulty workmanship in the construction of the buildings; or
    - your failure to adequately maintain the buildings;
  - ✗ wind, rainwater, hail or snow entering the buildings through an open window or door or any opening not made by the storm, unless the loss or damage is caused by run-off; or
  - ✗ water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.





## Theft, burglary or housebreaking

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ We will pay for loss or damage caused by theft, burglary or housebreaking.

### What's not covered?

- ✗ If the actual or attempted theft, burglary or housebreaking is committed by:
  - you;
  - your domestic helpers, domestic workers;
  - the invitees of you or your domestic helpers, domestic workers;
  - any person who is acting with your expressed or implied consent; or
  - your tenant, or the invitees of your tenants, except as provided for under the Optional additional cover "Rent Default and Theft by Tenant" on pages 39 to 40;
- ✗ If the actual or attempted theft, burglary or housebreaking:
  - takes place in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences;
  - relates to contents in the open air, except in the circumstances set out under "Contents in the open air at the risk address" on page 27; or
  - relates to contents items which are not listed as being present on the current property inspection report.



## Tsunami

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by a tsunami.</p> <p>An excess of \$250 in addition to the amount shown in the current schedule applies to loss or damage caused by a tsunami or series of tsunamis during any period of 48 consecutive hours.</p>	<p>✗ Loss or damage caused by action of the sea, high water, tidal wave or storm surge.</p>



## Water or other liquid damage

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage which results directly from the bursting, leaking, discharging or overflowing of:</p> <ul style="list-style-type: none"><li>• fixed apparatus;</li><li>• dishwasher;</li><li>• washing machines;</li><li>• fixed tanks; or</li><li>• fixed pipes,</li></ul> <p>which are designed to hold or carry liquid of any kind.</p> <p>✓ If you have buildings cover we will also pay the reasonable cost of locating the source of the damage.</p>	<p>✗ Loss or damage caused as a result of the gradual escape of liquid over a period of time:</p> <ul style="list-style-type: none"><li>• where you or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid;</li><li>• due to lack of maintenance, wear and tear, or neglect; or</li><li>• caused by water escaping from a shower base, shower recess, shower alcove or the walls surrounding the shower.</li></ul> <p>✗ The cost of repair or replacement of the defective part or parts of the fixed apparatus, dishwashers, washing machines, fixed tanks, fixed pipes or installations which caused the loss or damage.</p> <p>✗ The cost of repair or replacement of any broken main or pipe.</p> <p>✗ Loss or damage caused by rust, corrosion, algae, mould or mildew.</p> <p>✗ Loss or damage caused by water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.</p>

# Other benefits we will provide



## Contents in the open air at the risk address

(Applicable only when you have contents cover)

What's covered?	What's not covered?
<p>✓ We will cover your contents in the open air which have been lost or damaged due to an insured event covered by your policy, up to a maximum amount of \$1,000.</p> <p>No excess applies to this benefit.</p>	<p>✗ Contents located:</p> <ul style="list-style-type: none"><li>• at a location other than the risk address;</li><li>• in or on a motor vehicle, caravan, trailer or watercraft; or</li><li>• in a tent.</li></ul>



## Continuation of cover when you are selling your buildings

(Applicable only when you have buildings cover)

What's covered?
<p>✓ If at the time of loss or damage to your buildings caused by an insured event covered by your policy, a contract for the sale of your buildings has been entered into and this policy is current, we will cover you for loss or damage to your buildings up to your building's sum insured, until such time as:</p> <ul style="list-style-type: none"><li>• the sale is completed; or</li><li>• the purchaser takes possession of your buildings, whichever occurs first.</li></ul>



## Environmental benefits

(Applicable only when you have buildings cover)

### What's covered?

✓ If your building has been totally destroyed by an insured event and we have agreed to rebuild your building, we will pay up to a maximum amount of \$5,000 of the cost to you, after deduction of any rebate you are eligible for under any government or council rebate scheme, to install any combination of the following:

- rainwater tank;
- solar power systems, including solar hot water systems or photo-voltaic (PV) power systems;
- hot water heat exchange system; and
- grey water recycling system.

Any payment we make under this benefit will be in addition to any amount we pay on buildings.

A rainwater tank facility includes:

- a rainwater tank;
- water pump and wiring;
- foundation or tank stand;
- pipes connecting the roof to the tank; and
- installation costs.

A solar power system includes:

- solar or PV panels;
- water tank, pump;
- electrical wiring;
- foundation or tank stand;
- pipes connecting the roof solar panels to the tank; and
- installation costs.

A hot water heat exchange system includes:

- heat exchange system;
- electrical wiring;
- foundation or tank stand;
- water pipes; and
- installation costs.

# Environmental benefits (continued)

## What's covered?

A grey water recycling system includes:

- recycling system;
- distribution pipes and connectors;
- outlet housings; and
- installation costs.



## Fusion

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ If an electrical current damages a household electrical motor (including sealed or semi-sealed refrigeration units) during the period of insurance we will, at our option, either pay the reasonable cost to rewind the motor or replace the motor.

We will pay the total cost of repair or replacement of any household electrical motor up to 5 years old from the date of manufacture less the amount of the policy excess.

If the motor is more than 5 years old, your contribution towards the amount payable under this insured event will be:

- an amount equal to 10% of the total cost of claimable repairs for each additional year of age of the motor over 5 years; or
- the amount of the policy excess,

whichever is the greater.

### What's not covered?

- ✗ any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices, or electrical contacts at which sparking or arcing occurs in ordinary working;
- ✗ the cost of removing or reinstalling:
  - underground or submersible pump motors above 1.86 kW (2.5 hp); or
  - multi-stage and bore hole pumps;
- ✗ the cost of repair or replacement of rectifiers and transformers;
- ✗ fusion damage to motors if the damage is covered under any warranty or manufacturers' guarantee; or
- ✗ motors more than 15 years old.



## Landlords contents

(Applicable only when you have buildings cover only)

What's covered?	What's not covered?
<p>✓ We will pay to repair or replace:</p> <ul style="list-style-type: none"><li>• furniture and furnishings other than electrical items;</li><li>• fixtures and fittings; or</li><li>• carpets, loose floor coverings, curtains and internal blinds, damaged as a result of an insured event.</li></ul> <p>Our maximum payment for this benefit will be the lesser of \$10,000 or up to the remainder of the sum insured after payment of your buildings claim.</p>	



## Legal liability – cover for injury to other people or their property

(Applicable when you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ If you have buildings cover, we will cover your legal liability for payment of compensation in respect of:</p> <ul style="list-style-type: none"><li>• death, bodily injury or illness; and/or</li><li>• physical loss of or damage to property,</li></ul> <p>which is caused by an accident or series of accidents attributable to one source or originating cause which occurred during the period of insurance at the insured address.</p>	<p>1. We will not cover your legal liability for:</p> <ol style="list-style-type: none"><li>a. damage to your property;</li><li>b. injury to any person who normally lives with you, or damage to their property;</li><li>c. injury to your employees (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option), or damage to their property;</li><li>d. loss of or damage to property in your care, custody, or control;</li><li>e. claims arising out of or connected with your business, trade or profession;</li><li>f. which you are liable because of the terms of an agreement, other than a lease or rental agreement, you have entered into (unless you would have been liable if the agreement did not exist);</li></ol>

# Legal liability (continued)

## What's covered?

✓ If you do not have buildings cover and have selected contents cover only, we will cover your legal liability as owner of the contents (and as owner of the lot in a strata title development) for payment of compensation in respect of:

- death, bodily injury or illness; and/or
- physical loss of or damage to property,

which is caused by an accident or series of accidents attributable to one source or originating cause which occurred during the period of insurance at the insured address.

The maximum amount we will pay under this policy is \$10,000,000 (Australian) arising out of any one accident or series of accidents attributable to one source or originating cause. This limit will be reduced by any amount paid under any other building or contents policies or similar policies you have with us providing this type of cover for the same liability, loss, occurrence or incident.

## What's not covered?

- g. damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property;
- h. claims arising out of your ownership, possession or use of any:
  - aircraft or aerial device or aircraft landing area, except a model aeroplane or toy kite; "aircraft landing area" means any area in which aircraft land, take off, are housed, maintained or operated;
  - mechanically propelled vehicle, except garden equipment, golf buggy or wheelchair which does not need to be registered or does not require statutory bodily injury cover to be taken out;
  - watercraft except for surfboards, sailboards, canoes and surf skis; and
  - other non-motorised watercraft more than 3 metres in length;
- i. claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the buildings costing more than \$75,000;
- j. claims arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos;
- k. claims arising out of the discharge, dispersal, release or escape of pollutants defined as, smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

## Legal liability (continued)

### What's covered?

- ✓ legal costs and expenses you incur with our consent for which you are legally liable plus the cost of any lawyers we appoint. Please contact us to confirm approval.

#### **Special condition applying to legal liability:**

This legal liability cover will be governed by the law of the State or Territory where this policy was arranged and whose courts will have jurisdiction in any dispute.

No excess applies to this benefit.

### What's not covered?

This exclusion will not apply if such a discharge, dispersal, release or escape is caused by sudden accidental unexpected and unintended happening. We will not pay expenses for the prevention of such contamination or pollution;

#### l. claims for:

- pregnancy; or
- the transmission of disease;

m. which arises from your failure to take all reasonable precautions to comply with all statutory obligations and regulations imposed by any authority;

n. which arises out of your ownership or possession of any building except for your buildings located at the risk address shown in the current schedule; or

o. claims arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any website.

#### 2. We will not:

a. cover your legal liability arising out of breach of copyright or an act of libel, slander or assault caused by you;

b. cover you for any legal liability arising from any:

- statutory, compulsory scheme or fund;
- accident compensation scheme or workers compensation policy of insurance (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option); or
- industrial award,

even if the amount recoverable is nil;



## Legal liability (continued)

What's covered?	What's not covered?
	<p>c. cover you for any legal liability which is over that recoverable under any:</p> <ul style="list-style-type: none"><li>• statutory compulsory scheme or fund;</li><li>• accident compensation scheme or workers compensation policy of insurance (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option); or</li><li>• industrial award; or</li></ul> <p>d. pay for any aggravated, exemplary or punitive damages, fines or penalties.</p>



### Mortgage discharge costs

(Applicable only when you have buildings cover)

What's covered?	What's not covered?
<p>✓ If we have paid a claim involving the total destruction of your buildings, we will reimburse your reasonable legal costs for the discharge and replacement of your mortgage(s) including legal fees and statutory government charges, up to an amount of \$2,000.</p>	



## Reinstatement of sum insured after a loss

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ If your sum insured or limit of liability is reduced because of any claim for loss, damage or liability which we have settled, we will automatically reinstate your sum insured or limit of liability from the date of the loss, damage or liability.

- ✗ We will not reinstate your sum insured or limit of liability if:
- there is a written request from you or written notice by us to the contrary;
  - you do not pay the requested premium where required for reinstatement; or
  - we have paid the full sum insured or limit of liability.



## Removal of debris, professional rebuilding fees and extra costs of complying with building regulations

(Applicable whether you have building and/or contents cover)

### What's covered?

- ✓ When the buildings have been destroyed or damaged by any of the insured events covered by your policy and we have agreed to pay your claim, we will also pay the reasonable and necessary costs of:
- demolition and removing your buildings debris from the risk address;
  - architects', engineers', surveyors' and solicitors' fees; and
  - complying with the requirements of any statutory authority.

We will only pay these costs if they relate directly to the removal of debris from or repair or replacement to that part or parts of the building which have been destroyed or damaged. Please contact us to confirm approval.

### What's not covered?

- ✗ The removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen;
- ✗ the costs of complying with the requirements of any statutory authority if you received notice of the requirements or were aware of them before the loss or damage occurred.

# Removal of debris, professional rebuilding fees and extra costs of complying with building regulations (continued)

What's covered?	What's not covered?
<p>The maximum amount we will pay under this benefit is 10% of the sum insured on your buildings. However, for a claim under this benefit we will first pay up to the balance of any buildings sum insured remaining after payment of your claim for loss or damage to your buildings, and any such payment will not be taken into account in calculating the above maximum amount.</p> <p>✔ When your contents have been destroyed or damaged by any of the insured events covered by your policy and we have agreed to pay your claim, we will also pay the reasonable and necessary costs of removing your contents debris from the risk address.</p> <p>The maximum amount we will pay under this benefit is 10% of the sum insured on your contents. However, for a claim under this benefit we will first pay up to the balance of any contents sum insured remaining after payment of your claim for loss or damage to your contents, and any such payment will not be taken into account in calculating the above maximum amount.</p>	



## Rental costs after an insured event

(Applicable only when you have buildings cover or the building is part of a strata title development and you have contents cover)

### What's covered?

✓ If the buildings are damaged by an insured event covered by your policy, to such an extent that your tenant cannot live in them, or access to or use of the buildings was not possible if any of the insured events covered by this policy occur during the period of insurance and causes:

- damage to other property in the vicinity of the buildings; or
- damage within the strata title development itself, where the building is a lot; and
- this damage prevents access to or use of the building for a minimum period of 7 days,

we will pay for your loss of rent on the buildings:

- for the length of time which is necessary to reinstate your buildings or for which access is denied, or
- up to a maximum period of 12 months,

whichever period of time is the lesser.

The amount we will pay will be based on the weekly rent payable by your tenant as at the date of damage to the buildings.

If a claim can be made under more than one of the following sections: "Rental costs after an insured event"; "Default of payment of rent by the tenant"; "Departure of the tenant from the building without notice"; "Death of a sole tenant"; or "Tenant hardship", then you may only claim under one section of your choice.

### What's not covered?

✗ Your loss of rent if:

- the buildings have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage;
- you did not have a contract in place for your buildings to be tenanted within the 30 days immediately following the date of the loss or damage.



## Replacement of locks or cylinders

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ If the key for the lock of any external door or window at the risk address is stolen during the period of insurance, or there are reasonable grounds to believe that the key(s) have been duplicated, we will pay for the replacement of the lock(s) or cylinder(s) operated by the key(s) up to a maximum amount of \$500.

If you are entitled to use bond monies to settle or reduce any loss you must do so.

### What's not covered?

- ✗ The replacement of locks which can be insured by the body corporate when the property is part of a strata title development.

# Optional additional covers

Your schedule indicates which of the following optional additional covers apply.

In order to be sure that you are covered under this policy you should always call us for approval before you incur certain expenses. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## Rent Default and Theft by Tenant

(This cover only applies if your current schedule indicates you have this cover and you have buildings or contents cover.)

### Rent default

If you have this cover, we will pay you for your loss of rent due to the occurrence of one or more of the following insured events during the period of insurance, for the periods stated.

The maximum amount we will pay for all claims for rent default for all the insured events that occur during the period of insurance is \$10,000 in total.

#### 1. Default of payment of rent by the tenant

If your tenant defaults on rent payments during the period of insurance and fails to make good the default after you have issued the appropriate notices which may be required:

- under the current lease or rental agreement; or
- to comply with the requirements of any statutory authority,

we will pay your loss of rent:

- a. for a period not exceeding 15 weeks;
- b. until another tenant takes up residence in the buildings; or
- c. until payment of rent recommences;

whichever period is the lesser.

#### 2. Departure of the tenant from the building without notice

If your tenant permanently departs from the building during the period of insurance without providing written or verbal notice of departure, as required under the current lease or rental agreement, we will pay your loss of rent:

- a. for a period of up to 6 weeks; or
- b. until another tenant takes up residence in the building; or
- c. until payment of rent recommences,

whichever period is the lesser.

We will not pay if the sole tenant had given you or your agent notice in accordance with the rental agreement prior to their death.

### **3. Death of a sole tenant**

If the building is rented to a sole tenant and that person dies before the end of their tenancy, we will pay your loss of rent from the date of their death:

- a. for a period of up to 6 weeks; or
  - b. until another tenant takes up residence in the building,
- whichever period is the lesser.

We will not pay if the sole tenant had given you or your agent notice in accordance with the rental agreement prior to their death.

### **4. Tenant hardship**

If your rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the tenant, we will pay your loss of rent from when the termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect:

- a. for a period of up to 6 weeks;
  - b. until another tenant takes up residence in the building; or
  - c. until payment of rent recommences;
- whichever period is the lesser.

## **Theft by tenant**

If you have this cover, we will pay for loss or damage to your insured buildings or contents caused by theft, burglary or housebreaking committed by your tenant or invitees of your tenant.

## **Legal expenses**

If we have accepted a claim under any of the following insured events:

- Default of payment of rent by the tenant;
- Departure of the tenant from the building without notice;
- Death of a sole tenant;
- Tenant hardship; or
- Theft by tenant,

we will also pay your reasonable legal expenses, up to a maximum amount of \$3,000, for each claim for rent default or theft by tenant provided these expenses have been incurred with our prior written approval for the purpose of minimising a claim. Please contact us to confirm approval.

### **Special conditions applying to Rent Default and Theft by Tenant cover:**

1. We will not pay any claim under this cover unless you have a written lease or rental agreement in place from the time your tenant takes up residence.
2. At the time your tenant entered into the lease or rental agreement you must have collected the total amount of bond monies due under the terms of the lease or rental agreement. This amount must be equivalent to at least 4 weeks rent.

3. In order to receive cover under section, 1. Default of payment of rent by the tenant.
2. Departure of the tenant from the building without notice, 3. Death of a sole tenant or
4. Tenant hardship, you must be actively seeking to obtain a tenant at any time when your buildings are unoccupied.

### **How we will settle your rent default, theft by tenant and legal expenses claim**

If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct:

- the amount of any bond monies remaining after you have paid allowable reletting expenses; and
- any excess specified in your schedule.

We will then settle your claim subject to the policy conditions.

Only one excess is payable where a claim for rent default or theft is made at the same time as a claim for related legal expenses.



# Landlord Workers' Compensation

This option is only available if:

- your risk address is in Tasmania, Western Australia or the Australian Capital Territory,
- you engage person(s) to do domestic work related to the running of the risk address,
- those person(s) are deemed to be employed by you under the relevant workers compensation legislation that applies in the State or Territory where your risk address is located, and
- your current Policy schedule indicates you have Landlord workers' compensation cover.

Examples of domestic work related to the running of your risk address may include gardening and cleaning.

## What's covered?

Full details and the scope of this cover are outlined in this section, in your current Policy schedule and in the policy wording applicable to where the risk address is located. The policy wording applicable can be accessed through the links below.

- Tasmania <https://www.einsure.com.au/wb/redirect/PolicyDoc-TASEmployerIndemnityPolicy>
- Western Australia <https://www.einsure.com.au/wb/redirect/PolicyDoc-WAEmployerIndemnityPolicy>
- Australian Capital Territory <https://www.einsure.com.au/wb/redirect/PolicyDoc-ACTEmployerIndemnityPolicy>

The relevant workers' compensation legislation for the State or Territory of the risk address, will determine what amount we will pay.

There is no excess payable for this cover.

## What's not covered?

Workers compensation cover relevant to person(s) performing work outside of the legislatively recognised domestic work related to the running of the risk address, in the relevant States or Territory.

For example persons engaged in a business you run or own, or private contractors performing work at your risk address such as a registered electrician.

All other workers compensation cover, which does not meet the recognised domestic work related to the running of the risk address under the relevant States and Territory legislation. This cover is available under a separate policy and if you have such a policy is subject to the terms and conditions of that separate policy.

## **Additional matters**

If you have chosen this option the provisions of the relevant workers compensation legislation related to Landlord worker's compensation cover apply to this cover in the event any provision of this PDS is inconsistent with those legislative provisions. Any inconsistency relevant to this Landlord workers compensation cover will remain part of the PDS for other cover.

You will be subject to conditions and requirements under the relevant workers compensation legislation and failure to meet the requirements may result in limited or no cover.

When this cover is operative it is provided by:

- Australian Capital Territory: Allianz Australia Insurance Limited ABN 15 000 122 850
- Western Australia: Allianz Australia Insurance Limited ABN 15 000 122 850
- Tasmania: Allianz Australia Insurance Limited ABN 15 000 122 850.

As this cover is subject to specific statutory provisions that differ from state to state, certain rights and obligations that apply in respect of the other types of cover referred to in this PDS may not apply to this cover, including in relation to cooling off, cancellation and renewal, and dispute resolution. Further, we are not bound by the Insurance Contracts Act and the General Insurance Code of Practice in respect of this cover offered in this PDS. Please contact us if you would like further information about your rights and obligations in respect of this cover.

# When we will not pay a claim under your policy

**1. This policy does not cover loss, liability, injury (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option) or damage:**

**a. Deliberate, intentional, malicious or criminal act**

caused by a deliberate, intentional, malicious or criminal act by:

- you or anyone who lives with you permanently; or
- any person who is acting with your express or implied consent;

**b. Lawful seizure**

caused by lawful confiscation, destruction, detention, nationalisation, requisition or seizure;

**c. Heat**

to any property as a result of its undergoing any process involving the application of heat unless the heating was a direct result of a fire covered by this policy;

**d. Nuclear**

caused directly or indirectly by or arising from ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- nuclear weapons material;

**e. War**

caused by or arising from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising;

**f. Wear and tear**

arising out of depreciation, gradual deterioration, wear and tear;

**g. Inherent defects**

caused through inherent defects, faulty design, structural defects or poor workmanship;

**h. Illegal contents**

to contents which are acquired illegally or are illegally held; or

## 1. continued

### **i. Terrorism**

arising directly or indirectly out of or in any way connected with:

- a. any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- b. any act of controlling, preventing, suppressing, retaliating against, or responding to any act referred to in a. above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- c. influence a government or any political division within it for any purpose, and/or
- d. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;

### **j. Coal Seam Gas**

caused by, arising from or in any way connected with fracking, extraction, exploration, production, installation, removal or any activities related to the manufacture and/or distribution of coal seam gas at the risk address.

## 2. Unless we state differently in your policy, we will not pay for:

- a. flood;
- b. any loss or damage which is not caused directly by one of the insured events;
- c. loss or damage caused by the action of light, atmospheric or other climatic conditions unless caused by:
  - lightning or thunderbolt; or
  - storm, rainwater or run-off;
- d. loss of property which has been simply mislaid or is missing and for which there is no single identifiable event to account for the disappearance;
- e. loss or damage which is caused directly or indirectly by:
  - insects or birds;
  - vermin (other than for loss or damage caused by fire or smoke);
  - rust, corrosion, algae, mould or mildew; or
  - any process of cleaning, repairing or restoring which involves the use of chemicals;
- f. loss or damage caused by mechanical or electrical breakdown, failure or derangement except for fusion of electrical motors as set out under "Fusion" on page 29;
- g. anything which your tenant is legally liable for under the terms of a lease, rental or similar agreement;
- h. loss or damage to electronic equipment or data caused by electrical, electronic or mechanical derangement or malfunction, or by a processing error or computer virus;
- i. the cost of data recovery for any reason; or
- j. consequential loss of any kind. This policy does not cover consequential loss of any kind. This means we don't cover you for anything not expressly described in the cover sections of this policy. For example, we will not pay for loss of income.

## 3. This policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which:

- e. fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- f. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

# Conditions of cover

If you do not comply with the policy terms and conditions, we may reduce or refuse your claim to the extent we are prejudiced by your non-compliance.

## 1. Changes to your insurance details – what you must tell us

You must tell us as soon as reasonably possible if during the period of insurance:

- a. you commence using any part of your home for business, trade or professional purposes;
- b. you remove any security devices that were specifically required by us;
- c. you carry out alterations, additions, demolition, repairs or decorations to the buildings costing more than \$75,000; or
- d. you appoint or terminate a licensed managing agent for the property.

When we receive this information, we may

- propose to change the terms and conditions of your policy;
- propose to charge you additional premium; and/or
- decide not to offer to renew your policy.

We may cancel your policy if there is a change and we can't reach an agreement with you on altered terms and conditions or premium; or we are no longer prepared to insure you because there has been a material change to the risk.

## 2. Buildings not lived in for more than 60 days

If the buildings have not or will not be lived in for any period in excess of 60 consecutive days, we will not pay for loss or damage caused by any of the following insured events unless you have our prior agreement in writing:



### Accidental breakage of glass

See page 19



### Malicious acts

See page 23



### Explosion

See page 20



### Theft, burglary or housebreaking

See page 25



### Fire or smoke

See page 20



### Water or other liquid damage

See page 26

### 3. Taking precautions

We will not pay for loss, liability, injury or damage (to the extent permitted by law) if you do not:

- a. take all reasonable precautions to prevent the loss, liability, injury or damage;
- b. maintain your buildings in good repair. We may reduce your claim to the extent that your building's state of repair caused the loss;
- c. effectively secure tarpaulins on buildings which are undergoing renovation where the area undergoing renovation would otherwise be exposed to the effects of the weather; and
- d. secure your buildings against unauthorised entry whenever the risk address is left unattended by you or any other person.

### 4. Property inspection reports

You must complete a property inspection report or have your authorised real estate agent or a qualified appraiser complete it:

- a. at the time when a new lease or rental agreement commences;
- b. at the time when an existing tenant vacates the property; and/or
- c. at least on an annual basis if there is long term tenancy.

In the event of a claim we will require copies of the property inspection reports.

### 5. Cooling off and cancellation rights under the policy

a. You may cancel or return this policy at any time by contacting us. If you cancel your policy within 14 days from either:

- the date we issued you a new policy, or
- the start date of a policy that you have renewed,

(this is known as a "cooling off period") then in either of these situations, provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium. We may deduct from your refund any government taxes or duties we cannot recover.

b. We have the right to cancel this policy where permitted by law. For example, we can cancel:

- if you have failed to comply with your Duty of Disclosure;
- where you have made a misrepresentation to us during negotiations prior to the issue of this policy;
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium;
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or
- where we agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.

- c. After the cooling off period has ended, if you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk and any government taxes or duties we cannot recover.
- d. In the event that you have made a total loss claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made.

## **6. Non payment of premium by instalments – Right to refuse a claim**

Where you pay your premium by instalments, you must ensure they are paid on time because if one instalment has remained unpaid for a period of at least 14 days, we may refuse to pay a claim. We will notify you if an instalment has not been paid. If an instalment is not paid, we will let you know and we will try to deduct the overdue amount along with your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation and cancellation will be effective 14 days from the date on this notice. So it's important that you pay your instalments on time. If you can't, you should get in touch with us immediately.

## **7. Keeping evidence of the value and ownership of the insured property**

You should keep evidence of the value and ownership of all property covered under your insurance policy. Receipts and/or valuations prove the value of your insured property. Photographs and instruction books will help provide evidence of your ownership in the event of a claim.

## **8. Premium payment by direct debit**

You may have chosen to pay the premium for this insurance by direct debit from a financial institution holding your account. If you choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in your account. If this occurs, we will charge you for any direct and indirect costs which we incur arising from the payment being dishonoured.

## **9. GST Notice**

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

### **Sums insured**

All monetary limits in this policy may be increased for GST in some circumstances (see below).

### **Claim settlements – Where we agree to pay**

When we calculate the amount we will pay you, we will have regard to the items below:



- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

#### **Disclosure – Input Tax Credit Entitlement**

If you register, or are registered, for GST you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

## **10. Governing Law**

All disputes arising out of or under the policy shall be subject to determination by any court of competent jurisdiction within, and in accordance with the laws of the State or Territory where the policy is issued.

# Claims

## What you must do

If you do not meet the following conditions, we may reduce or refuse to pay a claim, to the extent we are prejudiced by your non-compliance:

### **1. Do not admit liability**

#### **You must not:**

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without our prior written consent.

If you do we may reduce or refuse your claim to the extent we are prejudiced.

We are entitled to take over and conduct the defence of any claim made against you for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. We will act reasonably having regard to your interests, and will keep you informed if you ask us to.

If the claim is for legal liability, you may make a written request to us to agree that you are covered in respect of the claim.

### **2. Prevent further damage**

You must take all reasonable precautions to prevent any further loss, damage or liability.

### **3. Contact the police**

Inform the police as soon as reasonably possible of any malicious acts, theft, attempted theft, burglary or housebreaking or loss of insured property.

### **4. Keep evidence of the loss or damage**

You must keep evidence of any loss or damage to your insured property. You must not authorise any repairs or replacement unless they are urgently necessary for the sole purpose of you preventing further loss, damage or liability from occurring and you are unable to contact us. Please contact us to confirm approval before authorising any repairs or replacement.

### **5. Contact us as soon as possible**

If there is any loss, liability, injury or damage which is likely to result in a claim, as soon as reasonably possible you must give us notice of the full details of any loss, anticipated or alleged liability, injury or damage. You or your representative must give us full details in the manner we request which will be either:

- a. in writing by completing our claim form which will be supplied to you when you contact us; or
- b. verbally.

You must also:

- provide us with any proof of ownership such as receipts and photos;

- provide us with any information we may reasonably require (including a copy of the current lease, proof of any bond held, notices provided to tenants and confirmation from your agent that you are actively seeking to re-lease your buildings) in the event your claim is for loss of rent, malicious acts or any other claim involving your tenant;
- inform us if your property is insured under any other policy; and
- give us notice as soon as reasonably possible of the commencement of any legal proceedings against you.

If you do not notify us as soon as reasonably possible we may reduce or deny your claim to the extent we are prejudiced by your delay.

## **What happens after you make a claim**

### **1. Assist us with your claim**

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may reduce or deny your claim to the extent we are prejudiced by your delay. If we have the right to recover any amount payable under this policy from any other person, you must take reasonable steps to co-operate with us in any action we may take.

### **2. End of cover following a total loss claim**

If we accept a claim and pay an amount which:

- a. is equal to or greater than the total sum insured for any single part of the policy on the insured property; or
- b. is sufficient to pay you for the total loss or destruction of all the insured property under a single part of the policy,

cover under that particular part of the policy will end.

### **3. Payment of unpaid premium following a total loss claim**

If we accept your claim and pay you the total sum insured for your property:

- a. the amount of any unpaid premium for the period of insurance will be deducted from the amount payable to you,
- b. where we replace or rebuild the property, you must pay us the balance of any unpaid premium or instalments for the period of insurance.

### **4. Our rights of recovery**

We have the right to recover from any person the amount of any claim payable to you under this policy and we will have full discretion in the conduct, settlement or defence of any claim in your name. If we recover more than the amount we paid to you on your behalf, we will pay you the balance. We will act reasonably having regard to your interests, and will keep you informed if you ask us to.

### **5. GST**

We may adjust your claims payment in accordance with the GST provision detailed under "Conditions of cover", "GST Notice" on page 48.

# Other information

## Renewal procedure

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. You should carefully check the details contained in your renewal invitation. These details are the terms and conditions that apply to your policy, including but not limited to:

- the names of the people who are insured;
- the address of the property insured;
- any excess which you must pay towards the cost of a claim; and
- the sum(s) insured.

Prior to sending your renewal invitation we'll automatically increase the cover amount (the sum(s) insured), to help it keep pace with inflation and rising costs and help to reduce the risk that you will be underinsured. We recommend that you check the new amounts to make sure they continue to cover your full replacement values. If you don't want us to increase the sum(s) insured, just let us know.

It is important that you check the sum(s) insured before renewing each year to satisfy yourself that they continue to represent current full replacement values.

## Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when you enter into the contract with us for the first time**

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

### **Your Duty of Disclosure when you vary, extend, or reinstate the contract**

When you vary, extend, or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

### **What you do not need to tell us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which we have waived your duty of disclosure.

### **Non-disclosure**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## **Privacy notice**

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

### **How we collect your personal information**

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### **Why we collect your personal information**

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

If you do not provide your personal information we require, we may not be able to provide you with our services, including settlement of claims.

### **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access to your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au)

## Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## Your consent

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

# Complaints

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

### **The Australian Financial Complaints Authority**

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, by contacting us on 13 1000.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us on 13 1000.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the 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. More information can be obtained from <http://www.fcs.gov.au>

## Receiving your policy documents

You may choose to receive your policy documents:

- electronically (by email); or
- in hard copy (by post).

In the event that you choose to receive your documents electronically, we will send them to the email address that you provide us.

Any documents sent by email will be considered to have been received by you 24 hours from the time we sent them to your email address. If you do not tell us to send your documents to you electronically, then we will send them to you by post to the mailing address that you have provided us.

It is your responsibility to make sure that both the email and mailing address you have provided us are up to date. This means you need to let us know if you change your email or mailing address as soon as reasonably possible.

## Assigning your rights

You are not allowed to assign any benefits, rights or obligations under your policy unless you have our written permission to do so. We will not unreasonably withhold our permission.

## Phoning for assistance and confirmation of transactions

If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a transaction or you have any other queries regarding your insurance policy, please use the contact details on the back cover.

# Words with special meanings

Some of the words in this policy have special meanings wherever they appear. These words and their meanings are defined below.

<b>When we say</b>	<b>We mean</b>
allowable reletting expenses	reletting expenses as specified in the current lease or rental agreement for the building.
body corporate	the body corporate, owners corporation, corporation, strata company or strata corporation of the strata title development applicable to the strata or unit titles legislation which applies in the State or Territory where the lot is located.
bond monies	the amount paid by your tenant at the start of the current lease or rental agreement that is held as security against damage or loss of rent. Your policy will operate on the basis that bond money equal to at least four weeks rent has been paid.
building or buildings	both mean the fully enclosed building or buildings at the risk address, primarily used as a place of residence.
burglary or housebreaking	theft following forcible entry.
collection	a group of individual items, pairs or sets which are of a similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the individual items', pairs' or sets' values.
common property	property owned by the body corporate forming part of the strata title development.
contents in the open air	contents at the risk address which are located: <ul style="list-style-type: none"> <li>• in the open air;</li> <li>• under an open sided structure or carport; or</li> <li>• on a patio or verandah.</li> </ul>
default of payment of rent	that the tenant: <ul style="list-style-type: none"> <li>• is still occupying the building but is not paying rent, and</li> <li>• has been issued with the appropriate notices (including all notices required to be given under any relevant State or Territory legislation) in relation to non payment of rent, such as "Notice to Remedy Breach" and "Notice to Leave".</li> </ul>



When we say	We mean
excess	<p>the amount you, or the person making the claim, must pay towards the claim. Except for earthquake and tsunami claims, the amount of the excess is set out in your current schedule. You are only required to pay one excess in respect of any single claim:</p> <ul style="list-style-type: none"> <li>• arising out of the same insured event; or</li> <li>• which involves loss or damage to both buildings and contents arising out of the same insured event.</li> </ul> <p>An excess of \$250 in addition to the amount shown in the current schedule applies to loss or damage caused by an earthquake and/or tsunami or a series of earthquakes and/or tsunamis during any period of 48 consecutive hours.</p>
flood	<p>“flood” means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>• a lake (whether or not it has been altered or modified);</li> <li>• a river (whether or not it has been altered or modified);</li> <li>• a creek (whether or not it has been altered or modified);</li> <li>• another natural watercourse (whether or not it has been altered or modified);</li> <li>• a reservoir;</li> <li>• a canal; or</li> <li>• a dam.</li> </ul>
legal expenses	<p>are those you incur when you have to apply to a court for remedial action against a tenant.</p>
lot	<p>the lot or unit in a strata title development.</p> <p>It includes fixtures and fittings which are not insurable by the body corporate. It does not include common property, fixtures and fittings which are insurable by the body corporate or contents.</p>
malicious acts	<p>the wilful act or acts of a person or persons, other than you or your agents and employees or other representatives, which causes damage to your buildings and/ or contents with the deliberate and direct intention of denying you the use or benefit of the buildings and/or contents damaged; it does not mean theft, burglary or housebreaking.</p>
period of insurance	<p>the period of time commencing on the effective date stated in the current schedule and ending on the expiry date stated in the current schedule or the date of cancellation, whichever is the earlier.</p>

<b>When we say</b>	<b>We mean</b>
rainwater	rain falling naturally from the sky onto the buildings and/or ground.
rent	the amount of money paid or payable by the tenant to lease or rent the building as set out in the current lease or rental agreement with you or your agent.
risk address	the land including yard and garden areas on which the building is located at the risk address stated in the current schedule.
run-off	rainwater that has collected on or has flowed across normally dry ground or has overflowed from swimming pools or spas.
set	a group of similar or related items that belong together.
storm	violent wind (including cyclones and tornadoes), thunderstorms and hail which may be accompanied by rain or snow.
strata title	any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title.
theft	theft without forcible entry.
we, our or us	Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850.
you or your	the person(s) named in the current schedule as the insured.



### **Contact details**

**[allianz.com.au](https://www.allianz.com.au)**

Allianz Australia Insurance Limited  
AFS Licence No. 234708  
ABN 15 000 122 850  
GPO Box 9870 Melbourne VIC 3000  
Telephone: 13 1000

# KEY FACTS ABOUT THIS HOME BUILDING POLICY

Landlord Insurance

Prepared on: 1st Feb 2021

THIS IS NOT AN INSURANCE CONTRACT



## Step 1 Understanding the Facts Sheet

This Key Facts Sheet sets out some of the events covered and not covered by this policy and other information you should consider. This sheet does not provide a complete statement of the cover offered, exclusions, conditions and limits that apply under the policy. You should carefully read the **Product Disclosure Statement (PDS)** and all policy documentation for more details.

## Step 2 Check the maximum level of cover and the events covered

Under this policy you set the maximum level of cover and your payout is limited to that amount.

Event/Cover	Yes/No Optional	Some examples of specific conditions, exclusions or limits that apply to events/covers (see PDS and other policy documentation for details of others)*
Fire and Explosion	Yes	Not covered for loss or damage which arises gradually out of repeated exposure to fire or smoke.
Flood	Optional	Option availability may be subject to eligibility criteria. Not covered for loss or damage caused by action of the sea, high water or tidal wave whether flood cover applicable or not.
Storm	Yes	Not covered for loss or damage caused by water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.
Accidental breakage	Yes	We only cover accidental breakage of glass, glass or ceramic cooking surfaces of any kind, shower bases, lavatory pans or cisterns, wash basins, sinks or baths when they are permanently fixed to the buildings.
Earthquake	Yes	An excess of \$250 in addition to the basic excess, applies to loss or damage caused by an earthquake or a series of earthquakes during any period of 48 consecutive hours.
Lightning	Yes	Not covered for the cost of data recovery.
Theft and Burglary	Yes	You must tell the police as soon as reasonably possible about any malicious damage, theft, attempted theft, burglary or loss of insured property.
Actions of the sea	No	
Malicious Damage	Yes	Not covered for malicious damage caused by you or your domestic helpers/domestic workers, the invitees of you or your domestic helpers/domestic workers, or any person who is acting with your express or implied consent.
Impacts	Yes	Not covered for loss or damage caused by the lopping or felling of trees at your risk address and you have given express or implied consent for the lopping or felling.
Escape of liquid	Yes	Not covered for loss or damage caused by rust, corrosion, algae, mould or mildew unless the loss or damage is a direct result of an insured event.
Removal of debris	Yes	Not covered for the removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen.
Alternative accommodation	No	

\* This Key Facts Sheet is a guide only. The examples provided are only some of the conditions, exclusions and limits in this policy. You must read the PDS and policy documentation for all information about this policy.



## Step 3 Other things to consider

### Limits

This policy has restrictions that limit your cover for certain events and items, for example under flood cover (where applicable), we will only pay for loss or damage caused by soil movement including erosion, landslide, mudslide or subsidence, if it is directly caused by and occurs within 72 hours of the flood. To find out these limits you need to read the PDS and other relevant policy documentation.

### Excesses

If you make a claim, the excess is the amount you may have to pay for each incident. A number of different excesses may apply in respect to this policy, for example a basic excess and an earthquake excess. You may be able to increase these excesses to lower your premium. For more detail, please read the PDS and other policy documentation.

### Legal liability

This policy covers your legal liability when you are found to be legally responsible for damage or personal injury to a third party or their property. It is limited to \$10,000,000. You should read the PDS carefully to determine the extent of this cover.

### Cooling off period

If you decide you don't want this policy within 14 days of it being issued and you haven't made a claim, you can cancel it and receive a refund. (subject to deductions permitted by law).

### Maximum level of cover offered by insurers

Insurers offer different maximum levels of cover in the event of the loss or destruction of your home including where:

- you set the maximum level of cover and your payout is limited to that amount\* (*Sum insured*).
- you set the maximum level of cover and the insurer may provide you with some agreed extra cover above that amount (*Sum insured plus safety net*).
- the insurer will cover all the reasonable costs to rebuild your home (*Total replacement*).

\* the insurer may provide some cover above this amount.

You should consider which type of cover is best for you.

Failure to adequately insure your home may result in underinsurance.

Warning: this Key Facts Sheet sets out some of the conditions, exclusions and limits in respect to this policy. You should read the PDS and all policy documentation for all the conditions, exclusions and limitations of this policy that limit or exclude cover.

## Step 4 Seek more information

If you want more information on this policy contact us on 131 000.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: [www.moneysmart.gov.au](http://www.moneysmart.gov.au)

The policy this KFS relates to is:

- Provided/Distributed by Allianz Australia Insurance Limited AFSL 234708.
- Underwritten by Allianz Australia Insurance Limited AFSL 234708.

# KEY FACTS ABOUT THIS HOME CONTENTS POLICY

Landlord Insurance

Prepared on: 1st Feb 2021

THIS IS NOT AN INSURANCE CONTRACT



## Step 1 Understanding the Facts Sheet

This Key Facts Sheet sets out some of the risks covered and not covered by this policy and other information you should consider. This sheet does not provide a complete statement of the cover offered, exclusions, conditions and limits that apply under the policy. You should carefully read the **Product Disclosure Statement (PDS)** and all policy documentation for more details.

## Step 2 Check the maximum level of cover and the events covered

Under this policy you set the maximum level of cover and your payout is limited to that amount.

Event/Cover	Yes/No Optional	Some examples of specific conditions, exclusions or limits that apply to events/covers (see PDS and other policy documentation for details of others)*
Fire and Explosion	Yes	Not covered for loss or damage which arises gradually out of repeated exposure to fire or smoke.
Flood	Optional	Option availability may be subject to eligibility criteria. Not covered for loss or damage caused by action of the sea, high water or tidal wave whether flood cover applicable or not.
Storm	Yes	Not covered for loss or damage caused by water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.
Accidental breakage	Yes	Not covered for accidental breakage of specified items if the breakage is not through the entire thickness of the damaged item.
Earthquake	Yes	An excess of \$250 in addition to the basic excess, applies to loss or damage caused by an earthquake or a series of earthquakes during any period of 48 consecutive hours.
Lightning	Yes	Not covered for the cost of data recovery.
Theft and Burglary	Yes	You must tell the police as soon as reasonably possible about any malicious damage, theft, attempted theft, burglary or loss of insured property.
Actions of the sea	No	
Malicious Damage	Yes	Not covered for malicious damage caused by you or your domestic helpers/domestic workers, the invitees of you or your domestic helpers/domestic workers, or any person who is acting with your express or implied consent.
Impacts	Yes	Not covered if the loss or damage is caused by the lopping or felling of trees at your risk address and you have given express or implied consent for the lopping or felling.
Escape of liquid	Yes	Not covered for loss or damage caused by rust, corrosion, algae, mould or mildew unless the loss or damage is a direct result of an insured event.

### Cover for valuables, collections and items away from the insured address

High value items and collections	No	
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\* This Key Facts Sheet is a guide only. The examples provided are only some of the conditions, exclusions and limits in this policy. You must read the PDS and policy documentation for all information about this policy.



Items away from insured address No

## Step 3 Other things to consider

### Limits

This policy has restrictions that limit your cover for certain events and items, for example under flood cover (where applicable), we will only pay for loss or damage caused by soil movement including erosion, landslide, mudslide or subsidence, if it is directly caused by and occurs within 72 hours of the flood. To find out these limits you need to read the PDS and other relevant policy documentation.

### Excesses

If you make a claim, the excess is the amount you may have to pay for each incident. A number of different excesses may apply in respect to this policy, for example a basic excess and an earthquake excess. You may be able to increase these excesses to lower your premium. For more detail, please read the PDS and other policy documentation.

### Legal liability

This policy covers your legal liability when you are found to be legally responsible for damage or personal injury to a third party or their property. It is limited to \$10,000,000. You should read the PDS carefully to determine the extent of this cover.

### Cooling off period

If you decide you don't want this policy within 14 days of it being issued and you haven't made a claim, you can cancel it and receive a refund (subject to deductions permitted by law).

### Maximum level of cover offered by insurers

Insurers offer different maximum levels of cover in the event of the loss or destruction of your home including where:

- you set the maximum level of cover and your payout is limited to that amount\* (*Sum insured*).
- you set the maximum level of cover and the insurer may provide you with some agreed extra cover above that amount (*Sum insured plus safety net*).

\* the insurer may provide some cover above this amount.

When working out how much cover you need for your contents, ensure that you value your possessions correctly. To do this you could start by listing all your contents and working out how much it would cost to replace them.

A failure to adequately insure your contents for their replacement value may result in underinsurance.

Warning: this Key Facts Sheet sets out some of the conditions, exclusions and limits in respect to this policy. You should read the PDS and all policy documentation for all the conditions, exclusions and limitations of this policy that limit or exclude cover.

## Step 4 Seek more information

If you want more information on this policy contact us on 131 000.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: [www.moneysmart.gov.au](http://www.moneysmart.gov.au)

The policy this KFS relates to is:

- Provided/Distributed by Allianz Australia Insurance Limited AFSL 234708.
- Underwritten by Allianz Australia Insurance Limited AFSL 234708.



**juliecworral@gmail.com**

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**From:** bianca@eleverpropertygroup.com  
**Sent:** Tuesday, 14 March 2023 9:57 AM  
**To:** juliecworral@gmail.com  
**Subject:** Lease has been Renewed at 5 Bulburin Street, Yarrabilba  
**Attachments:** 5 bulburin st, Yarrabilba Lease Renewal expiry 2024.pdf

Dear Julie,

This is a courtesy email to advise that the tenancy agreement has been finalised for the tenants at 5 Bulburin Street, Yarrabilba.

Please find attached a signed copy of the signed General Tenancy Agreement for your records.

Thank you for your continuing support for Elever Property Group.

If you have any queries about 5 Bulburin Street, Yarrabilba, please contact Bianca Fitzgeralds on bianca@eleverpropertygroup.com or 0730409949.

Best Regards,

Bianca Fitzgeralds  
**Elever Property Group**



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1** 1.1 Lessor  
Name/trading name THE OWNER/SC/- ELEVER PROPERTY GROUP PTY LTD

Address  
223 LEICHHARDT STREET  
SPRING HILL QLD Postcode 4000

1.2 Phone Mobile Email  
07 3040 9949 leasing@eleverpropertygroup.com

**Item 2** 2.1 Tenant/s  
Tenant 1 Full name/s Chelsea Lea Clark  
Phone As per application Email As per application

Tenant 2 Full name/s Michael Clark  
Phone As per application Email As per application

Tenant 3 Full name/s  
Phone Email

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

**Item 3** 3.1 Agent If applicable See clause 43  
Full name/trading name ELEVER PROPERTY GROUP PTY LTD

Address  
223 Leichhardt Street  
SPRING HILL QLD Postcode 4000

3.2 Phone Mobile Email  
07 3040 9949 0432523011 pm3@eleverpropertygroup.com

**Item 4** Notices may be given to  
(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

4.2 Tenant/s  
Email Yes  No  As per application Facsimile Yes  No

4.3 Agent  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

**Item 5** 5.1 Address of the rental premises  
5 Bulburin Street  
Yarrabilba QLD Postcode 4207

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

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

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

6.2 Starting on 23 / 05 / 2023 6.3 Ending on 22 / 05 / 2024

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



**Item 7** Rent \$ 490.00 per  week  fortnight  month See clause 8(1)

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

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

DIRECT DEBIT, BANK CHEQUE, MONEY ORDER

Details for direct credit

BSB no. 014275 Bank/building society/credit union ANZ

Account no. 423358063 Account name ELEVER PROPERTY GROUP TRUST ACCOUNT

Payment reference 5BULBURIN

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

ANZ

**Item 11** Rental bond amount \$ 1960.00 See clause 13

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

Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
Gas  Yes  No Type TENANTS CHOICE See special terms (page 8)  
Phone  Yes  No

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

Yes  No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay See clause 16(c)

Electricity 100% Any other service stated in item 12.1 100%  
Gas 100% See special terms (page 8)  
Phone 100%

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

Electricity TENANTS CHOICE, DIRECT TO THE SUPPLIER

Gas TENANTS CHOICE, DIRECT TO THE SUPPLIER

Phone TENANTS CHOICE, DIRECT TO THE SUPPLIER

Any other service stated in item 12.1 See special terms (page 8) TENANTS CHOICE, DIRECT TO THE SUPPLIER

**Item 15** Number of persons allowed to reside at the premises 4 See clause 23

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

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

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

Type N/A Number 0 Type N/A Number 0

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

Electrical repairs WALTECH ELECTRICAL SERVICES Phone 0497 797 101

Plumbing repairs A-GRADE PLUMBING AND GAS Phone (07) 3290 2245

Other EMERGENCY AGENT CONTACT Phone +61466002020

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

Yes  
 No - please provide lessor contact details below

Name Phone

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

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

#### 2 Terms of a general tenancy agreement

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

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

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

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

### Division 2 Period of tenancy

#### 4 Start of tenancy

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

#### 5 Entry condition report - s 65

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

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

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

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

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) -
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.

- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

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

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

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

### Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

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

## 9 Rent in advance - s 87

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

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

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

## 10 Rent increases - ss 91 and 93

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

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

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

## 12 Rent decreases - s 94

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

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

## Division 4 Rental bond

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

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.

*Note -* There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

### 14 Increase in bond - s 154

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

## Division 5 Outgoings

### 15 Outgoings - s 163

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

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

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

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

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

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

## 17 Water service charges - ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -  
**water consumption charge** for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

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

### Subdivision 1 Occupation and use of premises

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

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

*Examples of possible legal impediments -*

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

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

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

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

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

*Note* - See the information statement for details.

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

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

*Examples of things that may constitute a nuisance -*

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

#### 22 Units and townhouses - s 69

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

#### 23 Number of occupants allowed

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

#### 24 - intentionally removed

### Subdivision 2 Standard of premises

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

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

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

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- the lessor is the State; and
  - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - the non-standard items are not a risk to health or safety; and
  - for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

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

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

## Subdivision 3 The dwelling

### 27 Fixtures or structural changes - ss 207-209

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

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

- The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.
- Examples of terms* -
- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- if the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
  - The lessor must not act unreasonably in failing to agree.
  - If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
    - take action for a breach of a term of this agreement; or
    - waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

### 28 Supply of locks and keys - s 210

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

- If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

### 29 Changing locks - ss 211 and 212

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

## Subdivision 4 Damage and repairs

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

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



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

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

### 32 Notice of damage - s 217

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

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

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

### Subdivision 5 Pets

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

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
*Notes -*
  - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

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

#### Examples -

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

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

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

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

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

- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
  - (b) the lessor's response does not comply with subclause (3).

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

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

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General – ss 238 and 240

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

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

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

## Division 8 When agreement ends

### 36 Ending of agreement – s 277

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

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

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
  - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

### 38 Keys

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

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

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

### 40 Exit condition report - s 66

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

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

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

## Division 9 Miscellaneous

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

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

### 43 Lessor's agent

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

### 44 Notices

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

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

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

The tenant/s agree too:

- Rent paid on time and in advance at all times.
- Have property & carpets (steam cleaned) professionally cleaned by reputable company & supply the receipt to the agency upon vacating
- Pay rent up to & including the day vacant possession is provided & all keys are returned to the agency
- Replace all light bulbs (not light fittings) as required
- Repair any & all damage to caused to the property by the tenant, and returned to the same condition as the Entry Condition Report (except fair wear and tear).
- See the tenancy as a whole; i.e. 1 tenant can act on behalf of all tenants with requests; & damages/ arrears from 1 tenant are the responsibility of all tenants
- Pay for all call out fees / repairs costs that resulted from user error & arrange access directly with trades as required for repairs
- Keep the external areas of the property (gardens, decks, courtyards, lawns, etc) in a good tidy condition
- \$110.00 tenant variation fee applies if any tenant is removed or added to the lease

Names of Approved Occupants:

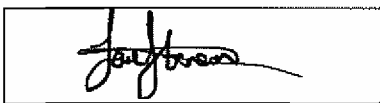
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Elever Property Group

Signature



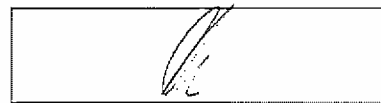
Date 14 / 03 / 2023

**Signature of tenant 1**

Print name

Chelsea Lea Clark

Signature



Date 10 / 03 / 2023

**Signature of tenant 2**

Print name

Michael Clark

Signature



Date 10 / 03 / 2023

**Signature of tenant 3**

Print name

Signature



Date / /

---

## Special Terms

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

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### 45 Occupation and use of premises

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

### 46 Subletting via online home sharing platforms

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

### 47 Care of the premises by the tenant

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

### 48 Photographs of the property during an inspection

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

### 49 Locks and keys

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

## Special Terms *continued...*

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

### 50 Liability excluded

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

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
  - (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;
- as a direct or indirect result of the tenant's negligent acts or omissions.

### 51 Lessor's insurance

- (1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.
- (2) The lessor may claim from the tenant -
  - (a) any increase in the premium of the lessor's insurance; and
  - (b) any excess on claim by the lessor on the lessor's insurance; and
  - (c) any other cost and expenses incurred by the lessor;as a direct or indirect result of the tenant's negligent acts or omissions.

### 52 Tenant's insurance

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

### 53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period:
    - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
    - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and  
*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

### 54 Portable pool obligations

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

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## Special Terms *continued...*

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

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### 55 Pets

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

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

*Note:* For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.
- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

### 56 Electronic Signing

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

# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116-119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at [ria.qld.gov.au](http://ria.qld.gov.au) instead of this form.

Page 1 of 2 - Complete all pages

New bond OR  Existing rental bond number 715038820

## 1 Address of rental property (rooming accommodation: include room number)

5 Bulburin Street

Yarrabilba QLD

Postcode 4207

2 Agreement starts 23 / 05 / 2023 Agreement ends 22 / 05 / 2024

3 Number of bedrooms 4

## 4 Type of dwelling

Residential tenancy

Flat/unit  House  Townhouse  Granny Flat  
 Moveable dwelling/site  Moveable dwelling/site with electricity supplied and individually metered

OR

Rooming accommodation

Boarding house  Supported accommodation  Student rooming accommodation  Granny Flat

## 5 Type of management

Residential tenancy

Owner  Property manager  Moveable dwelling owner/manager  
 Social housing organisation  
 Other

OR

Rooming accommodation

Owner  Manager/provider  Real estate agent  
 Other

## 6 Property manager/owner

Full name/trading name ELEVER PROPERTY GROUP PTY LTD

ABN 6 7 1 6 7 5 5 4 6 9 0 RTA ID (if known) 8530914

Postal address 223 Leichhardt Street, SPRING HILL, QLD

Postcode 4000

Phone 07 3040 9949

Mobile

Date 14 / 03 / 2023

Signature

Email pm3@eleverpropertygroup.com

tick if you agree to receive RTA notices by email

## 7 Payment method

Cheque/money order  BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the RTA's Bond Lodgement Web Service to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

## 8 Weekly rent and bond

Total bond Weekly rent Bond paid with this form

\$ 1960.00

\$ 490.00

\$ 40.00

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

Continued on page 2



# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116-119)



Page 2 of 2 - Complete all pages

New bond OR  Existing rental bond number 715038820

Address of rental property (rooming accommodation: include room number)

5 Bulburin Street

Yarrabilba QLD

Postcode 4207

## 9 Tenants/residents who have paid bond money (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

First name/s CHELSEA LEA	Last name CLARK	\$ 20.00
Date of birth / /	Phone	Mobile AS PROVIDED
RTA ID (if known)	Date 10 / 03 / 2023	Signature
Email AS PROVIDED	<input checked="" type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 2

First name/s MICHAEL	Last name CLARK	\$ 20.00
Date of birth / /	Phone	Mobile AS PROVIDED
RTA ID (if known)	Date 10 / 03 / 2023	Signature
Email AS PROVIDED	<input checked="" type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 3

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

The RTA is not liable for any losses that occur if you provide incorrect information.



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



## 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)



### Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

### Paying the bond

**Online** | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

**Cheque/money order** | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

**BPAY** | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

### Maximum bond

Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)


Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to [rta.qld.gov.au](http://rta.qld.gov.au) for details



**Title** 5 Bulburin Street, Yarrabilba Lease  
**File name** 5 Bulburin ...wal (2).pdf and 1 other  
**Document ID** 9a5708546bcd5d3cf2bbd74ed5e846d84f58b9db  
**Audit trail date format** DD / MM / YYYY  
**Status**  Signed

Document history



SENT

**10 / 03 / 2023**  
13:42:33 UTC+10

Sent for signature to Michael Clark (nissansilvia1999@gmail.com) and Chelsea Lea Clark (chelsclark2019@gmail.com) from admin@eleverpropertygroup.com  
IP: 124.169.211.19



VIEWED

**10 / 03 / 2023**  
19:53:23 UTC+10

Viewed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 58.179.111.54



VIEWED

**10 / 03 / 2023**  
19:53:32 UTC+10

Viewed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 58.179.111.54



SIGNED

**10 / 03 / 2023**  
19:55:07 UTC+10

Signed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 58.179.111.54



SIGNED

**10 / 03 / 2023**  
19:55:08 UTC+10

Signed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 58.179.111.54



COMPLETED

**10 / 03 / 2023**  
19:55:08 UTC+10

The document has been completed.



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1** 1.1 Lessor

Name/trading name THE OWNER/SC/- ELEVER PROPERTY GROUP PTY LTD		
Address		
223 LEICHHARDT STREET		
SPRING HILL	QLD	Postcode 4000
1.2 Phone	Mobile	Email
07 3040 9949		leasing@eleverpropertygroup.com

**Item 2** 2.1 Tenant/s

Tenant 1	Full name/s Chelsea Lea Clark
Phone As per application	Email As per application
Tenant 2	Full name/s Michael Clark
Phone As per application	Email As per application
Tenant 3	Full name/s
Phone	Email

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

**Item 3** 3.1 Agent if applicable. See clause 43

Full name/trading name ELEVER PROPERTY GROUP PTY LTD		
Address		
223 Leichhardt Street		
SPRING HILL	QLD	Postcode 4000
3.2 Phone	Mobile	Email
07 3040 9949		pm3@eleverpropertygroup.com

**Item 4** Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

4.2 Tenant/s  
Email Yes  No  As per application Facsimile Yes  No

4.3 Agent  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

**Item 5** 5.1 Address of the rental premises

5 Bulburin Street		
Yarrabilba	QLD	Postcode 4207

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

AS PER ENTRY CONDITION REPORT
-------------------------------

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

6.2 Starting on 23 / 05 / 2022 6.3 Ending on 22 / 05 / 2023

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



**Item 7** Rent \$ 480.00 per  week  fortnight  month See clause 8(1)

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

**Item 9** Method of rent payment Insert the way the rent must be paid See clause 8(3)  
DIRECT DEBIT, BANK CHEQUE, MONEY ORDER

Details for direct credit

BSB no. 014275 Bank/building society/credit union ANZ  
Account no. 423358063 Account name ELEVER PROPERTY GROUP TRUST ACCOUNT  
Payment reference 5BULBURIN

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

**Item 11** Rental bond amount \$ 1920.00 See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16  
Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
Gas  Yes  No Type TENANTS CHOICE See special terms (page 8)  
Phone  Yes  No

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

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay See clause 16(c)

Electricity 100% Any other service stated in item 12.1 100%  
Gas 100% See special terms (page 8)  
Phone 100%

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)  
Electricity TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Gas TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Phone TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Any other service stated in item 12.1 See special terms (page 8) TENANTS CHOICE, DIRECT TO THE SUPPLIER

**Item 15** Number of persons allowed to reside at the premises 4 See clause 23

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

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

**Item 17** 17.1 Pets approved  Yes  No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)  
Type N/A Number 0 Type N/A Number 0

**Item 18** Nominated repairers Insert name and telephone number for each See clause 31  
Electrical repairs CONTACT AGENT FIRST Phone +61466002020  
Plumbing repairs CONTACT AGENT FIRST Phone +61466002020  
Other CONTACT AGENT FIRST Phone +61466002020

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

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

#### 2 Terms of a general tenancy agreement

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

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

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

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

### Division 2 Period of tenancy

#### 4 Start of tenancy

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

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

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

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

#### 7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.  
*Note* - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

### Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

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

#### 9 Rent in advance - s 87

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

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

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

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## 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

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

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement - before the term ends.

## 12 Rent decreases - s 94

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

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

## Division 4 Rental bond

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

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

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

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

### 14 Increase in bond - s 154

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

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

## Division 5 Outgoings

### 15 Outgoings - s 163

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

*Examples* -

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

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

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

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

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

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

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

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -
 

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

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

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

### Subdivision 1 Occupation and use of premises

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

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

*Examples of possible legal impediments -*

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

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

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

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

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

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

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

*Note -* See the information statement for details.

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

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

*Examples of things that may constitute a nuisance -*

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- causing loud noises
- allowing large amounts of water to escape onto adjoining land

- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
- (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

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

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
- (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

#### Subdivision 2 Standard of premises

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

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

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

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

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

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

#### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes - ss 207-209

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

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

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

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*Examples of terms -*

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

**28 Supply of locks and keys - s 210**

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

**29 Changing locks - ss 211 and 212**

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*  
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

**Subdivision 4 Damage and repairs**

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

- (1) **Emergency repairs** are works needed to repair any of the following -
- (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

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

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

**32 Notice of damage - s 217**

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

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

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

**Division 7 Restrictions on transfer or subletting by tenant**

**34 General - ss 238 and 240**

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

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

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

**Division 8 When agreement ends**

**36 Ending of agreement - s 277**

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

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- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

*Note* - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* - See the information statement for details.

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

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

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

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

### 38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

### 40 Exit condition report - s 66

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

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

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

## Division 9 Miscellaneous

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

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.  
*Note* - See section 164 for what is a service charge.

### 43 Lessor's agent

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

### 44 Notices

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

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

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

The tenant/s agree too:

- Rent paid on time and in advance at all times.
- Have property & carpets (steam cleaned) professionally cleaned by reputable company & supply the receipt to the agency upon vacating
- Pay rent up to & including the day vacant possession is provided & all keys are returned to the agency
- Replace all light bulbs (not light fittings) as required
- Repair any & all damage to caused to the property by the tenant, and returned to the same condition as the Entry Condition Report (except fair wear and tear).
- See the tenancy as a whole; i.e. 1 tenant can act on behalf of all tenants with requests; & damages/ arrears from 1 tenant are the responsibility of all tenants
- Pay for all call out fees / repairs costs that resulted from user error & arrange access directly with trades as required for repairs
- Keep the external areas of the property (gardens, decks, courtyards, lawns, etc) in a good tidy condition
- \$110.00 tenant variation fee applies if any tenant is removed or added to the lease

Names of Approved Occupants:

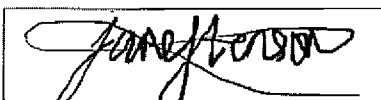
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Elever Property Group

Signature



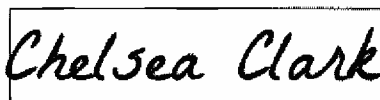
Date 23 / 05 //2022

**Signature of tenant 1**

Print name

Chelsea Lea Clark

Signature



Date 21 / 05 / 2022

**Signature of tenant 2**

Print name

Michael Clark

Signature



Date 21 //05 / 2022

**Signature of tenant 3**

Print name

Signature



Date / /

## Special Terms

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

### 45 Occupation and use of premises

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

### 46 Subletting via online home sharing platforms

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

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) keep the premises free from pests and vermin;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) not intentionally or negligently damage the premises and inclusions;
  - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
  - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
  - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
- (2) The obligations of the tenant at the end of the occupancy regarding the conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
  - (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) removing rubbish;
  - (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (h) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- (3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

### 48 Photographs of the property during an inspection

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

### 49 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

### 50 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant-

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and

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

MC CC

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## Special Terms *continued...*

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

(b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

### 51 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 52 Lessor's insurance

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

(2) The lessor may claim from the tenant -

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 53 Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

### 54 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

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

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

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

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

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

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

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

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

### 55 Portable pool obligations

(1) The tenant must-

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

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

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

(3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

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## Special Terms *continued...*

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

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### 56 Electronic Signing

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

33

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

MC CC

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# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116-119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at [rta.qld.gov.au](http://rta.qld.gov.au) instead of this form.

- New bond  
 Existing rental bond number

## 1 Address of rental property (rooming accommodation: include room number)

5 Bulburin Street

Yarrabilba QLD

Postcode 4207

2 Agreement starts 23 / 05 / 2022

Agreement ends 22 / 05 / 2023

3 Number of bedrooms 4

## 4 Type of dwelling

Residential tenancy OR Rooming accommodation	<input type="checkbox"/> Flat/unit	<input checked="" type="checkbox"/> House	<input type="checkbox"/> Townhouse
	<input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered		
	<input type="checkbox"/> Boarding house	<input type="checkbox"/> Supported accommodation	<input type="checkbox"/> Student rooming accommodation

## 5 Type of management

Residential tenancy OR Rooming accommodation	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Property manager	<input type="checkbox"/> Moveable dwelling owner/manager
	<input type="checkbox"/> Social housing organisation <input type="checkbox"/> Other _____		
	<input type="checkbox"/> Owner	<input type="checkbox"/> Manager/provider	<input type="checkbox"/> Real estate agent <input type="checkbox"/> Other _____

## 6 Property manager/owner

Full name/trading name ELEVER PROPERTY GROUP PTY LTD													
ABN	6	7	1	6	7	5	5	4	6	9	0	RTA ID (if known)	8530914
Postal address 223 Leichhardt Street, SPRING HILL, QLD											Postcode 4000		
Phone 07 3040 9949			Mobile			Date			Signature				
Email pm3@eleverpropertygroup.com										<input type="checkbox"/> tick if you agree to receive RTA notices by email			

## 7 Payment method

- Cheque/money order  BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the [RTA's Bond Lodgement Web Service](#) to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

## 8 Weekly rent and bond

Total bond Weekly rent Bond paid with this form  
\$ 1920.00 \$ 480.00 \$ 1920.00

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

## 9 Tenants/residents who have paid bond money (include individual amounts)

First name/s CHELSEA LEA		Last name CLARK		\$ 960.00
Date of birth / /		Phone		Mobile AS PROVIDED
RTA ID (if known)		Date 21 / 05 / 2022		Signature <i>Chelsea Clark</i>
Email AS PROVIDED		<input type="checkbox"/> tick if you agree to receive RTA notices by email		
First name/s MICHAEL		Last name CLARK		\$ 960.00
Date of birth / /		Phone		Mobile AS PROVIDED
RTA ID (if known)		Date 21 / 05 / 2022		Signature <i>[Signature]</i>
Email AS PROVIDED		<input type="checkbox"/> tick if you agree to receive RTA notices by email		

If more than 2 tenants/residents complete a second form.

The RTA is not liable for any losses that occur if you provide incorrect information.

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information see RTA website.



## 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)



### Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

### Paying the bond

**Online** | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

**Cheque/money order** | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

**BPAY** | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

### Maximum bond

#### Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)

#### Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

#### Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to [rta.qld.gov.au](http://rta.qld.gov.au) for details



<b>TITLE</b>	APPROVED APPLICATION: 5 BULBURIN STREET, YARRABILBA
<b>FILE NAME</b>	5 Bulburin ...Renewal.pdf and 1 other
<b>DOCUMENT ID</b>	19d29a1bc7b04c284f8cdb506b27b337cc1dd831
<b>AUDIT TRAIL DATE FORMAT</b>	DD / MM / YYYY
<b>STATUS</b>	✉ Signed

## Document history



SENT

**20 / 05 / 2022**  
09:50:48 UTC+10

Sent for signature to Chelsea Lea Clark  
(chelsclark2019@gmail.com) and Michael Clark  
(nissansilvia1999@gmail.com) from  
admin@eleverpropertygroup.com  
IP: 14.201.150.122



VIEWED

**20 / 05 / 2022**  
15:52:46 UTC+10

Viewed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 101.182.214.7



VIEWED

**20 / 05 / 2022**  
15:54:57 UTC+10

Viewed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 159.196.169.86



SIGNED

**21 / 05 / 2022**  
07:39:17 UTC+10

Signed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 101.182.214.7



SIGNED

**21 / 05 / 2022**  
07:39:46 UTC+10

Signed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 159.196.169.86



COMPLETED

**21 / 05 / 2022**  
07:39:46 UTC+10

The document has been completed.

# Contract for Houses and Residential Land

Seventeenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

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

## REFERENCE SCHEDULE

Contract Date:

09 FEBRUARY 2022

If no date is inserted, the Contract Date is the date on which the last party signs the Contract

### SELLER'S AGENT

NAME:			
ABN:		LICENCE NO:	
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:

### SELLER

NAME:	DTZ BUILDING DESIGN PTY LTD ACN 118 448 150	ABN:	
ADDRESS:	2/22 CENTRAL COURT		
SUBURB:	HILLCREST	STATE:	QLD POSTCODE: 4118
PHONE:	MOBILE:	FAX:	EMAIL:
1300 402 416			dylan@dtzbuilding.com.au

NAME:			
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:

### SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:	BUSINESS DEPOT LEGAL		
REF:	CONTACT:	MELANIE COWAN / CAMERON HANCOCK	
ADDRESS:	1/27 JAMES STREET		
SUBURB:	FORTITUDE VALLEY	STATE:	QLD POSTCODE: 4006
PHONE:	MOBILE:	FAX:	EMAIL:
07 3193 3000			m.cowan@businessdepot.com.au; c.hancock@businessdepot.com.au

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

**BUYER**

JCWPCW PROPERTY SERVICES PTY LTD A.C.N 655 515 441 ATF WORRALL2021 HOLDING TRUST						
NAME:					ABN:	
ADDRESS:	7 MOORE STREET					
SUBURB:	FULLARTON	STATE:	SA	POSTCODE:	5063	
PHONE:	MOBILE:	FAX:	EMAIL:			
0419 779 968			juliecworral@gmail.com			
NAME:					ABN:	
ADDRESS:						
SUBURB:		STATE:		POSTCODE:		
PHONE:	MOBILE:	FAX:	EMAIL:			

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

NAME:				
ABN:		LICENCE NO:		
ADDRESS:				
SUBURB:		STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:	

**BUYER'S SOLICITOR**

■ or any other solicitor notified to the Seller

NAME:	CJM LAWYERS				
REF:		CONTACT:	SONJA DICKMANN		
ADDRESS:	LEVEL 9 / 50 CAVILL AVENUE				
SUBURB:	SURFERS PARADISE	STATE:	QLD	POSTCODE:	4217
PHONE:	MOBILE:	FAX:	EMAIL:		
1300 245 299			sonja@cjmlaw.com.au		

**PROPERTY**

Land:	ADDRESS:	5 BULBURIN STREET			
SUBURB:	YARRABILBA	STATE:	QLD	POSTCODE:	4207
	<input checked="" type="checkbox"/> Built On <input type="checkbox"/> Vacant				
Description:	Lot: 625				
	On: SP308727				
Title Reference:	51234339				
Area:	250SQM	■ more or less	Land sold as:	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Leasehold	■ if neither is selected, the land is treated as being Freehold
Present Use:	RESIDENTIAL DWELLING				
Local Government	LOGAN CITY COUNCIL				

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

Excluded Fixtures:

Included Chattels:

**PRICE**

Deposit Holder: BUSINESS DEPOT LEGAL

Deposit Holder's Trust Account: BUSINESS DEPOT LEGAL LAW PRACTICE TRUST ACCOUNT

Bank: WESTPAC BANKING CORPORATION

BSB: 034001 Account No: 476030

**Cyber Warning**

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

Purchase Price: \$ 595,500.00

■ Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 1,000.00

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ 58,550.00

Balance Deposit (if any) payable on: UPON SATISFACTION OF THE FINANCE CONDITION

Default Interest Rate: %

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

**FINANCE**

Finance Amount: \$ SUFFICIENT TO COMPLETE

■ Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: OF THE BUYER'S CHOICE

Finance Date: 21 DAYS FROM THE DATE OF THIS CONTRACT

**BUILDING AND/OR PEST INSPECTION DATE**

Inspection Date: N/A

■ If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

ANY STATUTORY OR OTHER EASEMENTS (REGISTERED OR UNREGISTERED) FOR SEWERAGE AND DRAINAGE PURPOSES OR FOR THE PROVISION OF ANY OTHER SERVICES OR ACCESS EASEMENTS SHOWN ON THE REGISTERED PLAN.

■ **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

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

**Tenancies:**

TENANTS NAME: <b>NIL</b>	■ <i>If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.</i>		
TERM AND OPTIONS:			
STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		\$	\$

**Managing Agent:**

AGENCY NAME:			
PROPERTY MANAGER:			
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	FAX:	MOBILE:	EMAIL:

**POOL SAFETY**

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

- Yes
- No

**■ WARNING TO SELLER:**

*Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.*

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

- Yes
- No

**ELECTRICAL SAFETY SWITCH AND SMOKE ALARM**

*This section must be completed unless the Land is vacant.*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:  
(select whichever is applicable)

- Installed in the residence
- Not installed in the residence

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

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:  
(select whichever is applicable)

- Installed in the residence
- Not installed in the residence

**■ WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Land. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

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

**NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011**

The Seller gives notice to the Buyer in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:  
(select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

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

**GST WITHHOLDING OBLIGATIONS**

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?  
(select whichever is applicable)

- Yes
- No

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

■ **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

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

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

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

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

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-14) (Seventeenth Edition) contain the Terms of this Contract.

**SPECIAL CONDITIONS**

REFER TO SCHEDULES 1-4

**SETTLEMENT**

**SETTLEMENT DATE:**

14 DAYS FROM SATISFACTION OR WAIVER OF THE FINANCE CONDITION

- or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

**WARNING:** The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

**PLACE FOR SETTLEMENT:**

FORTITUDE VALLEY

- If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

**SIGNATURES**

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period.

It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

**BUYER:** Julie Worrall

**WITNESS:** \_\_\_\_\_

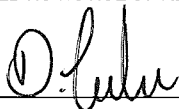
**BUYER:** \_\_\_\_\_


**WITNESS:** \_\_\_\_\_

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

[Note: No witness is required if the Buyer signs using an Electronic Signature]

DTZ BUILDING DESIGN PTY LTD ACN 118 448 150 BY ITS DULY APPOINTED ATTORNEY DYLAN TROY ZEIHNER UNDER POWER OF ATTORNEY NO. 721358595 WHO HAS RECEIVED NO NOTICE OF REVOCATION OF SAME

**SELLER:** 

**WITNESS:** 

**SELLER:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

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

[Note: No witness is required if the Seller signs using an Electronic Signature]

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



# TERMS OF CONTRACT

## FOR HOUSES AND RESIDENTIAL LAND

### 1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (f) **"Bond"** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"Business Day"** means a day other than:
  - (i) a Saturday or Sunday;
  - (ii) a public holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **"Contract Date"** or **"Date of Contract"** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **"Court"** includes any tribunal established under statute.
- (l) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (m) **"Encumbrances"** includes:
  - (i) unregistered encumbrances;
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (n) **"Essential Term"** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
  - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential.
- (o) **"Extension Notice"** means a notice under clause 6.2(1);
- (p) **"Financial Institution"** means a Bank, building society or credit union;
- (q) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*; **"GST"** means the goods and services tax under the GST Act;
- (r) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
- (s) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.

- (t) **"Improvements"** means all fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (u) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (v) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (w) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (x) **"Pool Compliance Certificate"** means:
  - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
  - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
  - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (y) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (z) **"Property"** means:
  - (i) the Land;
  - (ii) the Improvements; and
  - (iii) the Included Chattels;
- (aa) **"Rent"** means any periodic amount payable under the Tenancies;
- (bb) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
- (cc) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (dd) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ee) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (ff) **"Transfer Documents"** means:
  - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (gg) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (hh) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

### 2. PURCHASE PRICE

#### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

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**2.2 Deposit**

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day,

the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

**2.3 Investment of Deposit**

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

**2.4 Entitlement to Deposit and Interest**

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

**2.5 Payment of Balance Purchase Price**

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;

and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:

- (i) an ATO Clearance Certificate; or
- (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Land and Improvements; and
  - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer, in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount;
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

**2.6 Adjustments**

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.

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- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
- (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
- (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and

- (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

### 3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
- (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2 The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

### 5. SETTLEMENT

- 5.1 **Time and Date**
- (1) Settlement must occur:
    - (a) between 9am and 4pm AEST on the Settlement Date; and
    - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
  - (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.
- 5.2 **Transfer Documents**
- (1) The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
  - (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.
- 5.3 **Documents and Keys at Settlement**
- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
    - (a) unstamped Transfer Documents capable of immediate registration after stamping; and

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

- (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
    - (i) the Seller has done this before settlement; or
    - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

#### 5.4 Assignment of Covenants and Warranties

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

- (1) covenants by the tenants under the Tenancies;
  - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
  - (3) manufacturers' warranties regarding the Included Chattels; and
  - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

#### 5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

#### 5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

#### 5.7 Consent to Transfer of State Lease

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

### 6. TIME

#### 6.1 Time of the Essence

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

#### 6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an

Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.

- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) by agreement of the parties; or
  - (b) under clause 6.3 or 11.4,
 but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

#### 6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
  - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
  - (b) "**Delay Event**" means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency; or
    - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
  - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
  - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

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**7. MATTERS AFFECTING THE PROPERTY****7.1 Title**

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

**7.2 Encumbrances**

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

**7.3 Requisitions**

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

**7.4 Seller's Warranties**

- (1) The Seller's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that, at the Contract Date:
  - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
  - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
  - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
  - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that, at settlement:
  - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
  - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (5) The Seller does not warrant that the Present Use is lawful.

**7.5 Survey and Mistake**

- (1) The Buyer may survey the Land.
- (2) If:
  - (a) there is an error in the boundaries or area of the Land;
  - (b) there is an encroachment by structures onto or from the Land;
  - (c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or
  - (d) there is a mistake or omission in describing the Property or the Seller's title to it,
 which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
  - (a) immaterial; or
  - (b) material, but the Buyer elects to complete this contract,
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

**7.6 Requirements of Authorities**

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
  - (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
  - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
  - (a) the Seller must comply with the notice or order; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
 unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.

**7.7 Property Adversely Affected**

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access to the Land passes unlawfully through other land;
  - (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
  - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (f) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
  - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
  - (i) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

**7.8 Compliant Smoke Alarms**

- (1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

**7.9 Dividing Fences**

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

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**8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT****8.1 Risk**

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

**8.2 Access**

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

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

**8.3 Seller's Obligations After Contract Date**

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

**8.4 Information Regarding the Property**

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Land; and
- (5) further copies or details if those previously given cease to be complete and accurate.

**8.5 Possession Before Settlement**

If possession is given before settlement:

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

**9. PARTIES' DEFAULT****9.1 Seller and Buyer May Affirm or Terminate**

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

**9.2 If Seller Affirms**

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

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

**9.3 If Buyer Affirms**

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

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

**9.4 If Seller Terminates**

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

- (1) resume possession of the Property;

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

**9.5 If Buyer Terminates**

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

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

**9.6 Seller's Resale**

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;
 

provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

**9.7 Seller's Damages**

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

**9.8 Buyer's Damages**

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

**9.9 Interest on Late Payments**

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

**10. GENERAL****10.1 Seller's Agent**

The Seller's Agent is appointed as the Seller's agent to introduce a buyer.

**10.2 Foreign Buyer Approval**

The Buyer warrants that either:

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

**10.3 Duty**

The Buyer must pay all duty on this contract.

**10.4 Notices**

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day")

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and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.

- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

#### 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

#### 10.6 Rights After Settlement

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

#### 10.7 Further Acts

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

#### 10.8 Severance

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

#### 10.9 Interpretation

##### (1) Plurals and Genders

Reference to:

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

##### (2) Parties

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

##### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

##### (4) Inconsistencies

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

##### (5) Headings

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

##### (6) Calculating Time

If anything is permitted or required to be done:

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

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;
 

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

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

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

#### 10.10 Counterparts

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

#### 11. ELECTRONIC SETTLEMENT

##### 11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

##### 11.2 Completion of Electronic Workspace

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

##### 11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c),(e) and (f); and
  - (b) clause 2.5(5)(d) and (e),
 

(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), and (e) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

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- (b) in relation to any other document or thing, the Seller's Solicitor:
  - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
  - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

#### 11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
  - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 11.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

#### 11.7 Definitions for clause 11

In clause 11:

"Digitally Sign" and "Digital Signature" have the meaning in the ECNL.

"ECNL" means the Electronic Conveyancing National Law (Queensland).

"Electronic Conveyancing Documents" has the meaning in the *Land Title Act 1994*.

"Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.

"Electronic Settlement" means settlement facilitated by an ELNO System.

"Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

"Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

"Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction.

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

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

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

### 12.2 Pre-contract Disclosure

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



## Schedule 1 Special Conditions

### 1 Definitions

In this Contract, the following definitions will apply:

<b>Architect</b>	means the architect nominated by the Seller for the purpose of any clause of this Contract
<b>Building Works</b>	means any works carried out on the Land in the nature of construction or alteration of: <ul style="list-style-type: none"><li>(a) the dwelling;</li><li>(b) fences;</li><li>(c) retaining walls;</li><li>(d) external signs or hoarding;</li><li>(e) external floodlights or spotlights;</li><li>(f) external fittings;</li><li>(g) gardens and landscaping; and</li><li>(h) any other improvement on the Land.</li></ul>
<b>Buyer</b>	includes any person authorised to act on behalf or who is acting on behalf of the Buyer.
<b>Claim</b>	means a claim, action, proceeding, damage, cost, loss, expense or liability however arising whether present, unascertained, immediate, future or contingent.
<b>Contract</b>	means the REIQ Contract for Houses and Residential Land (17th Edition), Reference Schedule, Standard Conditions and Schedules
<b>Developer</b>	means Lend Lease Communities (Yarrabilba) Pty Ltd and includes any person authorised to act on behalf of the Developer or who is acting on behalf of the Developer
<b>Development</b>	means the development of Yarrabilba by the Developer
<b>Estate</b>	means the estate being developed within the Development.
<b>Guarantee</b>	means the guarantee and indemnity annexed to this Contract as Schedule 2.
<b>Local Authority</b>	means the local government having jurisdiction over the Land
<b>Protective Covenants</b>	means the protective covenants as amended by the Developer from time to time including but not limited to covenants relating to the construction, installation, alteration, renovation or repair of any dwelling, other buildings, driveway, fencing, landscaping or any other improvements along with any bushfire management plan annexed to this contract as Schedule 4.

<b>Seller</b>	includes any person authorised to act on behalf or who is acting on behalf of the Seller.
<b>Services</b>	means water supply, electricity, gas, sewerage and telephone services.
<b>Special Conditions</b>	means these conditions and schedules.
<b>Standard Conditions</b>	means the printed REIQ Terms of the Contract for Houses and Land (16th Edition) forming part of this Contract.
<b>Yarrabilba</b>	means any part of the development area known as Yarrabilba which is declared by the Urban Land Development Authority ("ULDA") established under the Urban Land Development Authority Act 2007 (Qld) (now repealed) and is identified by on the Yarrabilba UDA Regulatory Map published by the UDLA and which is developed (or to be developed) by the Developer.

## 2 Amendments to Standard Conditions

### 2.1 The Standard Conditions are amended as follows:

- (a) Standard condition 1.1(m)(iii) is deleted;
- (b) Standard Condition 1.1(v) is amended by including the following paragraph:

*"To avoid doubt, as the Land is within a Priority Development Area under the Economic Development Act 2012 (Qld) (formerly an Urban Development Area which was administered by the Urban Land Development Authority), 'Outgoings' includes a Special Instructure Levy which will be levied and/or collected by the Local Government. This charge will be reviewed annually and increased each July."*
- (c) Standard Conditions 2.3, 2.4(2) and 2.4(4) (investment of deposit) are deleted;
- (d) The words "and interest" in Standard Condition 2.4(3) are deleted;
- (e) Clauses 2.6(1) – 2.6(14) inclusive are deleted and replaced with the following:

**"2.6**

  - (1) *The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.*
  - (2) *All Outgoings under clause 2.6(1) must be apportioned as at Settlement Date.*
  - (3) *Apportionment of Outgoings with respect to those which have been paid will be adjusted on the amount paid.*
  - (4) *Unpaid Rent, as at the Settlement Date, will not be adjusted until paid.*
  - (5) *Land tax will be apportioned on the actual Land tax amount for which the Seller would be liable.*
  - (6) *If a separate assessment for any of the Outgoings has not issued in respect of the Land, such adjustment shall be made in the proportion which the area of the Land bears to the area of the land for which the assessment is issued;*

- (7) *Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed for the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for any water meter reading.*
- (8) *The Buyer is responsible for the costs of all bank cheques payable at settlement.*
- (9) *If:*
  - (a) *there is no separate assessment of outgoings at the Settlement Date;*
  - (b) *any Outgoings are assessed, but unpaid at the Settlement Date; or*
  - (c) *the Buyer is unable to obtain a land tax clearance for the land,**then the Buyer must accept an undertaking from the Seller, that it will pay its proportion of any Outgoings up to and including the Settlement Date, and no adjustments will be made at Settlement.*

**2.2 The words “If requested by the Seller, the Buyer must promptly provide the Seller with copies of all documentation relating to the Buyer’s application for finance” are inserted at the end of Standard Condition 3.1;**

**2.3 Standard Condition 5.4 is deleted;**

**2.4 Standard condition 7.4(4) is amended by inserting the words “and the Buyer is materially adversely affected by the warranty not being correct” after the words “clause 7.4(2) or 7.4(3)”;**

**2.5 Standard Condition 7.9 is deleted and a new condition 7.9 is inserted as follows:**

*“The Seller need not contribute to the cost of building any retaining wall or dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to Claim contribution from the Seller and indemnifies the Seller in respect of any Claim relating to any retaining wall or the fencing of the Land.”*

**2.6 Standard Condition 8.1 is deleted and a new condition 8.1 is inserted as follows:**

*“The Land is at the risk of the Seller until settlement.”*

**2.7 The following words are inserted at the end of Standard Condition 10.2:**

*“The Buyer indemnifies the Seller against any Claim, damage, loss, liability, cost, change, expense, outgoing or payment which the Seller suffers or incurs as a result of a breach of this warranty.”*

**2.8 Standard Condition 11.6 is deleted and replaced with the following:**

**‘The Buyer must pay all fees and charges associated with the use of PEXA for the Electronic Settlement of this Contract’.**

**3 Intentionally not used**

**4 Intentionally not used**

**5 Intentionally not used**

**6 Intentionally not used**

**7 Development**

**7.1 The Buyer acknowledges that:**

- (a) the Seller is not developing the Development;
- (b) the Estate may be developed in stages;
- (c) further development of the Development may not necessarily take the form of the development shown in any plan, diagram, drawing or illustration and is subject to change; and
- (d) the Development may not be complete by the Settlement Date.

**7.2 The Developer and its authorised representatives may at any time enter onto the Land to undertake works of any kind necessary or incidental to the development of the Estate including:**

- (a) carrying out all necessary excavation, general earth works and construction works;
- (b) installing, repairing, stopping, maintaining and adjusting any Services to the Land; and
- (c) installing, maintaining and inspecting any utility infrastructure and utility services.

**7.3 The Developer may, in its absolute discretion:**

- (a) complete all or part of the Estate in stages or as the Developer otherwise determines;
- (b) apply for any approvals or other authorisations which the Developer considers necessary;
- (c) sell, transfer or otherwise dispose of all or any part of the Development;
- (d) vary the number of lots, the size of the lots, the amount of open space, community facilities, roads, footpaths, landscaping, fencing, public areas, roads or other features in the Development;
- (e) use or authorise the use of any lot in the Development as a display home; or
- (f) change the Development in any other respect.

**7.4 The Buyer takes the Land "as is" including any requirements for retaining, benching or other Local Authority requirements including any off-maintenance requirements.**

**7.5 The Buyer accepts the Land regardless of its soil classification, conditions or whether it contains fill or otherwise.**

**7.6 The Buyer must not make any Claim, delay settlement, refuse to settle or withhold any part of the Balance Purchase Price due to any of the rights in this special condition being exercised. The Buyer acknowledges that:**

- (a) it is reasonably necessary to protect the legitimate interests of the Seller and the Developer;
- (b) it may be required by the Local Authority or developer and outside of the Seller's and Developer's control;
- (c) third parties will be engaged to construct the estate and any contract will contain similar requirements;

- (d) any dispute relating to the Lot is most appropriately dealt with after Settlement has occurred.

**8 Building Covenants**

**8.1 The Buyer acknowledges that:**

- (a) it is in the Buyer's interest for the Developer to control the quality of all building work within Yarrabilba;
- (b) the Protective Covenants form part of this Contract; and
- (c) in consideration of the Seller entering into this Contract, the Buyer agrees to be bound by and comply with the Protective Covenants.

**8.2 In consideration for the Buyer entering into this Contract the Buyer covenants and agrees with the Seller/Developer to the terms of the building guidelines attached and marked Schedule 3.**

**8.3 The Buyer acknowledges receiving a copy of the Protective Covenants, accepts the terms of the Protective Covenants and agrees:**

- (a) To be bound by the approval procedure and the building requirements contained in the Protective Covenants; and
- (b) That the enforceability of the covenants given to other buyers of any land in the Development is at the discretion of the Developer.

**8.4 The Developer may amend the covenants obtained in other land releases in Yarrabilba, provided that the amended covenants are consistent with the development objectives of the Developer.**

**8.5 If the Buyer proposes to transfer the Land to a subsequent buyer, the Buyer must obtain the consent of the Developer to that transfer.**

**8.6 The Buyer covenants and agrees not to sell, transfer, dispose of, lease or in any other way part with possession of the Land without first obtaining a covenant from any assignee agreeing to be bound by the building guidelines.**

**8.7 The Buyer acknowledges that the Seller/Developer has the right to vary, exclude or elect not to enforce any of the building guidelines in respect of any Property. The Buyer specifically absolves the Seller from any liability of any nature for any action taken in varying, electing not to enforce or excluding any building guidelines.**

**8.8 The Buyer must not:**

- (a) Allow any material of any unsightly nature on the Land;
- (b) Install an incinerator on the Land;
- (c) Subject to suitable waste management on the land, place any article for the disposal or storage of garbage on the Land;
- (d) Without the Developer's written consent, remove any trees from the Land;
- (e) Place any caravan, tent or other similar living shelter on the Land;
- (f) Allow any building previously erected on any other land to be erected on the Land;
- (g) Suspend or permit any contractor carrying out the Building Works to suspend the carrying out of substantial construction in relation to the Building Works for a period of more than 3 months;

- (h) Park any vehicle or place any object between the front building line of the Building Works any the front boundary of the Land which the Developer considers will cause nuisance or annoyance in Yarrabilba or is likely to detract from the amenity of Yarrabilba.

**9 Boundary Fencing**

Where prior to Settlement, the Developer constructs a boundary fence on the Land, the Buyer shall reimburse the Seller for any costs payable by the Seller's contract with the Developer in relation to the construction of the fence. If such fence is constructed prior to Settlement, the Buyer will pay the Seller the contribution at the time of Settlement. If the fence is constructed after settlement, then the Buyer will pay the contribution within 14 days of receiving a request from the Seller.

**10 Trustee/Company**

**10.1 If the Buyer is a trustee, the Buyer warrants to the Seller that the Buyer:**

- (a) has the power to enter into this Contract;
- (b) enters into this Contract solely for the benefit of the beneficiaries of the trust and that the Buyer will not do anything which may prejudice the trustee's right of indemnity in any way;
- (c) has done everything necessary to ensure that the Seller is indemnified by the trust against any liability under this Contract;
- (d) will provide copies of trust documentation promptly when requested by the Seller; and
- (e) will not allow any variation or resettlement of the trust before settlement.

**10.2 In the event that the Buyer is a company or trustee, this Contract shall not be deemed to be final and binding upon the Seller and shall be voidable at the option of the Seller unless and until the form of Guarantee contained in Schedule 2 has been executed as a deed by the directors and shareholders of the Buyer or trustee, but notwithstanding that such Guarantee has not been executed this Contract shall be final and binding upon the Buyer. This Special Condition has been inserted for the sole benefit of the Seller.**

**10.3 In the case where the original Buyer hereunder is the trustee of a trust the Purchaser shall disclose the fact to the Seller prior to the execution of this Contract by the Seller and shall also provide the Seller with any other information which the Seller may require relating to the financial standing of the trust and in the absence of any such disclosure the Buyer shall be deemed to have purchased the Land both in its own right and for the trust.**

**11 Default Termination**

**11.1 If the Buyer breaches a term of the Contract, the Seller may elect to terminate the Contract by written notice to the Buyer. The Seller is entitled to claim damages from the Buyer for any loss suffered by the Seller as a result of the Buyer's breach, including its legal costs on an indemnity basis.**

**11.2 The Buyer indemnifies and shall keep indemnified the Seller against all Claims, costs, damages, expenses, outlays and charges arising out of or incidental to the exercise of the Seller's rights pursuant to this Special Condition.**

**11.3 Without limiting the Seller's rights under this Contract, the Seller may terminate this Contract by written notice to the Buyer:**

- (a) any Local Authority approval is not given, revoked or changed;

- (b) the Buyer, being a natural person:
  - (i) dies;
  - (ii) becomes incapable of managing his or her own affairs due to unsoundness of mind; or
  - (iii) is declared bankrupt or enters into any scheme with, or makes any assignment of his or her estate to the benefit of his or her creditors; or
- (c) the Buyer, is a company:
  - (i) resolves to go into liquidation;
  - (ii) has a petition for its winding up presented and is not withdrawn within 30 days of presentation;
  - (iii) enters into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation; or
  - (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed.
- (d) the Guarantors fail to give the guarantees required by this Contract; and
- (e) the Seller at any time does not in its sole discretion believe that it can obtain a satisfactory profit margin on the Land in all the circumstances applicable at the time of termination.

## **12 Entire Agreement**

### **12.1 The parties warrant that this Contract:**

- (a) contains the entire agreement and understanding between the parties on all things connected with the subject matter of this Contract; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

### **12.2 Each party has entered into this Contract without relying on any representation (whether written or oral) by any other party or any person purporting to represent that party, save for those representations which are expressly contained in this Contract. Any discussions or negotiations held, statements (whether written or oral), documents, brochures, reports, plans, drawings, diagrams or pictures made or given to the Buyer prior to the execution of this Contract do not form part of the Contract.**

### **12.3 The Buyer confirms that it:**

- (a) has obtained its own independent financial and accounting advice in relation to the purchase of the Land in relation to the effect of any GST that may be applicable;
- (b) has carried out and is relying on its own inspections, investigations and enquiries in relation to the Land;
- (c) is purchasing the Property on an "as is where is" basis and warrants to the Seller that it:
  - (i) has entered into this Contract on the basis of its own investigations regarding the Development and the Property;
  - (ii) has not relied on any representations given by the Seller or any person purporting to represent the Seller;

- (iii) accepts the Land in its current state, including all of the matters disclosed by the Seller in relation to the Development and the Land; and
- (iv) the Buyer has received any required disclosures under the Property Occupations Act 2014 (Qld) (if applicable).

**13 Telecommunications Agreement**

**13.1 The Buyer acknowledges that the Developer may (but is not required to) enter into an agreement with a telecommunications provider (Service Provides), under which the Service Provider will install, operate and maintain a broadband fiber optic cable system for data transfer and the provision off telecommunications to the Land (Telecommunication System).**

**13.2 In order to maintain the benefit of the Telecommunications System, the Buyer may then be required to carry out works and install additional infrastructure to connect the improvements on the Land to the Telecommunications System.**

**13.3 The Buyer acknowledges that the additional infrastructure will be owned and operated by the Service Provider and that the Developer and Seller:**

- (a) Are not liable for the repair, maintenance or performance of the Telecommunications System;
- (b) Has no control over the performance of the Telecommunications System;
- (c) Is not responsible for the supply of any service or data that may be supplied through the Telecommunications System; and
- (d) Has not made any representation or warranties in relation to the performance of the Telecommunications System.

**14 No Caveat**

The Buyer must not lodge a caveat over the Land.

**15 Severability**

If any term, requirement, covenant or condition of this Contract or the application of that provision to any person or circumstances is or becomes invalid or unenforceable for any reason, the remaining terms, requirements, covenants and conditions of this Contract will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

**16 Variation**

An amendment of or variation to this Contract will not be effective unless it is in writing and signed by (or on behalf of) both parties.

**17 Waiver**

A delay or omission in exercising any right granted to the Seller will not be deemed to be a waiver of any continuing breach by the Buyer, or a waiver of any future similar breach. To be effective, any waiver by the Seller must be in writing and signed by or on behalf of the Seller and will only be effective to the extent specified.

**18 Approvals and Encumbrances**

**18.1 The Buyer acknowledges that the approvals obtained for the development of the Development contain conditions which affect the Land. The Buyer agrees that it is bound by the conditions of the approvals.**



**18.2 Without limiting the above Special Condition, the Buyer takes the Land subject to any conditions imposed by the Local Authority under any approval, any easements, truncations, and covenants, whether in favour of the Local Authority or any other entity.**

**18.3 The Buyer acknowledges that it is purchasing the Land, and that it will accept title to the Land, subject to:**

- (a) Any encumbrance or easement (whether burdening or benefitting the Land); and
- (b) Any easement, covenant, vegetation protection order or other right granted to or required by the Local Authority or any other governmental agency pursuant to the approvals or otherwise or as required for sealing and registration of the Plan (whether burdening or benefitting the Land).

**18.4 The Buyer is not entitled to bring any Claim, raise any objection, refuse to settle, delay settlement or withhold any part of the Balance Purchase Price in respect of any of the conditions of the approvals or any encumbrances on the Land under this special condition 18.**

**19 Facsimile/Email Signing**

The Contract may be entered into by and become binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other (or a photocopy, facsimile or email copy of the Contract) and transmitting a facsimile or email copy to the other party's agent or solicitor and the Contract shall thereupon be binding on the parties.

**20 Company Charge**

Any charge, encumbrance, debenture or Security Interest registered in respect of the Seller or Developer is not an Encumbrance for the purposes of this Contract and the Buyer must not object to any such charge or debenture and the Buyer agrees that the Seller is not required to produce a release of such charge, debenture or security interest (even a partial release) at settlement.

**21 Special Conditions Prevail**

The provisions of these Special Conditions override the provisions of any Standard Conditions to the extent of any inconsistency.

**22 GST**

**22.1 For the purposes of this Special Condition:**

- (a) GST has the same meaning as given to it in the GST Act; and
- (b) GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**22.2 Despite any other term:**

- (a) GST is included in the Purchase Price; and
- (b) the parties agree that if possible, the margin scheme as defined in Division 75 of the GST Act will be applied;
- (c) the Seller makes no warranty that the margin scheme can be applied.

## Schedule 2 Guarantee

In consideration of the Seller entering into a contract of sale ("**the Contract**") with the Buyer(s) for the Property we,

➤ JULIE CLARE WORRALL of JCWPCW PROPERTY SERVICES PTY LTD A.C.N 655 515 441 ATF WORRALL2021 HOLDING TRUST

➤ \_\_\_\_\_ of \_\_\_\_\_

[the Guarantors]

provide this Guarantee to the Seller on the following terms:

### 1.1 Indemnity

- (a) The Guarantor indemnifies (and must keep indemnified) the Seller from and against all Claims and Liabilities which the Seller may incur by reason of any default of the Buyer under this document.
- (b) If the Buyer defaults in the payment of money under this document, the Guarantor must on demand immediately pay the outstanding amount to the Seller.
- (c) If the Buyer fails to perform or observe any of its obligations under this document other than an obligation concerning the payment of money, the Guarantor must, immediately on demand, without limitation to the Seller's rights, compensate the Seller for that failure in full.

### 1.2 Acknowledgements

- (a) The Guarantor acknowledges that:
  - (i) the guarantee and indemnity given in this clause 5 is a continuing one which will not be affected by part payment or part performance by the Buyer;
  - (ii) notwithstanding the relationship between the Guarantor and the Buyer, as between the Guarantor and the Seller, the Guarantor is liable as a principal and as a primary debtor for the payment of all money required to be paid under this document; and
  - (iii) liability to the Seller will not be affected by:
    - A. the Seller granting to the Buyer or the Guarantor any time or other indulgence;
    - B. the Seller agreeing not to sue the Buyer or the Guarantor
    - C. the failure of the Buyer to execute this document;
    - D. the failure of the Seller to first demand payment from the Buyer;
    - E. the winding up of the Buyer;
    - F. the death or bankruptcy of one or more of the Guarantor; or
    - G. that payment required to be made by the Buyer to the Seller cannot be legally enforced against the Buyer.

- (b) The Guarantor must not compete with the Seller for any dividend or distribution in the event of the Buyer being declared insolvent, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and Liabilities.

---

**SIGNED SEALED AND DELIVERED** by JULIE CLARE WORRALL IN THE PRESENCE OF



\_\_\_\_\_  
Signature of Witness



*Julie Worrall*

\_\_\_\_\_  
Signature of JULIE CLARE WORRALL

\_\_\_\_\_  
Print Name of Witness

---

**SIGNED SEALED AND DELIVERED** by ## IN THE PRESENCE OF



\_\_\_\_\_  
Signature of Witness



\_\_\_\_\_  
Signature of \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

## **Schedule 3      Building Covenants**

# Yarrabilba Home Design Guidelines



YARRABILBA

Created by

**lendlease**

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# INTRODUCTION

## Community Vision

Yarrabilba will fuse the beauty of the natural environment with the convenience of a modern urban community that provides places to live, learn, work and play. The parks, streets and community facilities will be designed to optimise community interaction, while the mix of education, retail, mixed use and jobs provided in the community allows all of life's activities to take place in the community.

Everyone who builds at Yarrabilba helps to make the streets and parks a great place to live and an attractive part of the pedestrian, cycle and open space network. These Home Design Guidelines set down requirements for all single residential lots and allow your home and landscape to be a positive influence on the great streets and parks at Yarrabilba.

## Yarrabilba Home Design Guidelines

These Home Design Guidelines set out the minimum requirements for new homes and their front yard landscapes in Yarrabilba. They are a condition of your Contract of Sale and apply in addition to any other statutory requirements. All building and landscape designs must be approved by Lendlease prior to obtaining your Building Approval.

Some blocks in Yarrabilba have special requirements for the home and landscape; these requirements seek specific outcomes for homes in key locations throughout the community. Blocks with special requirements are defined on the Sales Plans and require both these Home Design Guidelines and the special requirements to be met.

Additional information is included in your Contract of Sale covering the number of dwellings permitted on your block; plan approval and building times; the period these Home Design Guidelines apply; site maintenance requirements prior to building; and Lendlease supplied fencing.

If you have any questions regarding the requirements in these guidelines, contact Lendlease on 07 3027 3237 or at [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) to see how we can help.

Lendlease encourages diverse and innovative design at Yarrabilba. Any application that is not in accordance with the Home Design Guidelines but exhibits positive community and design outcomes may be granted approval.

## Compliance Bond

A \$1,000 Compliance Bond is required to be paid at the time of signing the paperwork for the purchase of your block of land to ensure adherence to the Yarrabilba Home Design Guidelines.

The compliance bond is placed into a trust fund and once you have completed all works you can apply for this bond to be returned. Any forfeited bonds will get reinvested into Yarrabilba through landscape works that will benefit the broader community.

If a builder purchases land and enters a house and land contract with a third party, the builder is responsible for the payment of the compliance bond to Lendlease and for requesting reimbursement. The builder may not pass this responsibility onto the third party without prior written consent of Lendlease.

After checking that you've met all the conditions outlined on the compliance bond checklist on page 15, fill in the compliance bond return form on page 16 and return it to Lendlease to organise your compliance bond inspection.

## Fibre Optic Connection

At Yarrabilba, fibre optic cable is installed into every street to provide access to high speed internet, free to air television and telecommunication services.

This service, provided by Opticomm, has specific requirements regarding connections. For more information visit [www.opticomm.net.au](http://www.opticomm.net.au) or contact 1300 137 800.

## DESIGN APPROVAL PROCESS

You must receive Design Approval for your home and landscape plans from Lendlease prior to obtaining any relevant building approvals. Assistance is available to help you through each step of the approval process, call Lendlease on 07 3027 3237 or email [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com)

- 1. Design your home:**  
While designing or selecting your home, work through the Yarrabilba Home Design Guidelines with your selected builder or architect.
- 2. Submit plans for Design Approval:**  
Complete the checklist and Design Approval Form included on pages 13 and 14 of this document and submit it with your plans at [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) or through the Lendlease Builder Hub at [www.lendleasebuilderagenthub.com.au](http://www.lendleasebuilderagenthub.com.au)

You must obtain your Design Approval no later than 12 months after the settlement of your land.

- 3. Receive Design Approval:**  
Lendlease will assess and approve your plans once they meet the standards set out in this document. Assuming all required information is supplied and the design complies with these guidelines, approval should take no more than two weeks.
- 4. Building Application:**  
Provide a stamped copy of your Lendlease Design Approval as part of your Building Approval Application to your council/building certifier.
- 5. Construction:**  
Prior to and during construction your block should be maintained and free of rubbish.

Construction of your new home and driveway must commence within 18 months and be completed within 30 months of the settlement date of your land.

- 6. Moving in:**  
On completion of your house and driveway you can move in.

Your front garden must be landscaped in accordance with the landscape requirements within six months of moving in.

- 7. Final Approval & Return of Compliance Bond:**  
Once you have completed all works within the required timeframe, complete the compliance bond checklist and form on pages 15 and 16 and return them to Lendlease. Your bond will be returned after an inspection, providing all requirements have been satisfied.

## DESIGN REQUIREMENTS

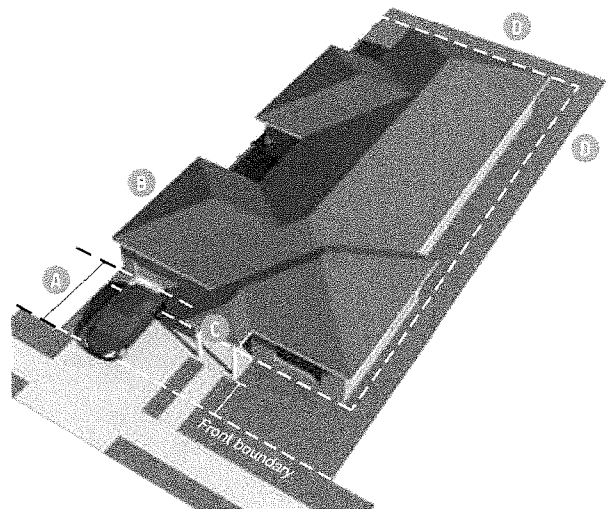
This section outlines the minimum requirements for your home and front yard landscape.

### Setback Plans

Setback Plans are created for each lot in Yarrabilba. Your Setback Plan shows the minimum ground floor setbacks from each boundary of your allotment

When you lodge your building approval, the approving authority must ensure your home complies with the Setback Plan, so be aware of them as you design or select the home for your block.

Contact Lendlease should you require any further information regarding setbacks.



Typical home built to its setback plan showing:

- A** Setback to garage
- B** Garage built to boundary
- C** Portico projected forward of front wall
- D** Side and rear boundary setback



## Façade Design

Great streets include well designed homes and high quality front yard landscaping complementing each other.

### Single storey homes

- Single storey homes must include articulation between the alignment of the front wall and the garage on the primary frontage.
- The minimum acceptable alignment variation is 560mm. It is preferred that the garage is setback behind the front wall, however if your garage is the forward protruding element, the maximum distance of protrusion is one metre, and the roof above your entry must project forward of the garage roof.



Typical single storey home façade showing:

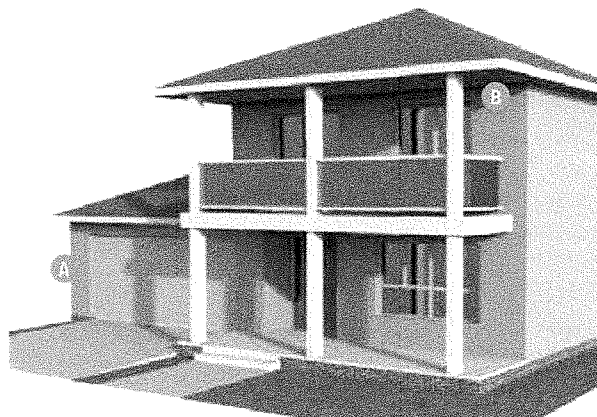
- A Step between front wall and garage 560mm to 1 metre
- B Covered entry area with roof projecting forward
- C Eaves to primary street frontage façade, including garage

### Double storey homes

- Double storey homes which incorporate a minimum depth 1.5 metres covered verandah / balcony to the first floor for at least 40% of the home width do not require variation between the front wall and the garage.

Many other elements of these design guidelines also impact the design of your façade, for example, the requirements listed in Eaves and Building Materials also apply. Other elements also impact on the aesthetics of your home. You should consider:

- Windows facing the street work best when they complement the house style and make up at least 20% of the front façade.
- Roofed elements such as extended eaves, entries and verandahs forward of the front wall as well as recessed windows and doors, give your house a sense of depth.



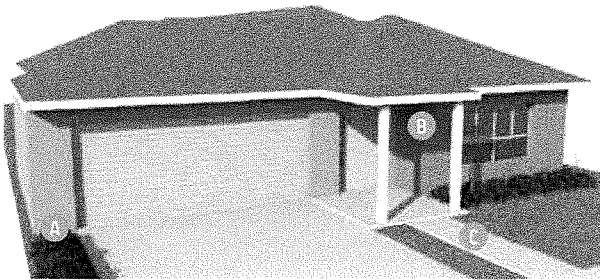
Typical double storey home showing:

- A Garage and front not required to be articulated
- B Covered verandah minimum 40% of width

## Entry

Good home design is welcoming to residents and visitors. Some elements to consider include:

- Ensure your entry is visible to the street and includes a roofed area such as a porch, verandah or portico.
- Highlight the entry by ensuring that the roof over the entry extends forward of the roof of the house.



Typical approach to entry with:

- A Planting beside driveway
- B Covered entry pushed forward
- C Pedestrian path separate from driveway for safety



Typical side entry:

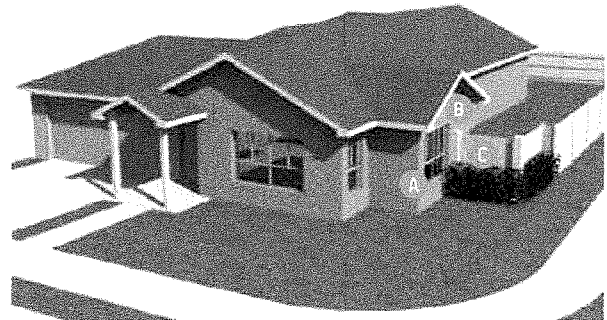
- A Path to highlight front door
- B Covered entry area

## Secondary Frontages

Homes on corners or with park frontage must address both the front and side streets and any frontage visible from a park.

○ Homes on corners or with park frontage must provide feature windows and detailing to match the front elevation along the secondary frontage or extend the detailing of the primary street façade to the front four metres of the secondary frontage.

- Elements to address the detailing requirements within the first four metres shall include the continuation of the front façade's two materials and finishes, or the inclusion of windows, or enhanced planting and fencing.



Home on corner lot showing:

- A Primary frontage treatments continued 4 metres around corner
- B Articulation of roof and walls to secondary frontage
- C Side fencing setback 4 metres behind front wall

## Eaves

Eaves enhance the look of your home, boost solar performance and have a positive impact on the quality of the streetscape. While eaves must be provided to any of your home's frontages visible to a street or park, we recommend that you consider eaves to all aspects of your home.

- Your roof must incorporate 450mm minimum deep eaves to any street or public open space frontage.
- Eaves are required to extend over garage doors, and wrap around a minimum of 1.5 metres from the front wall. Eaves are not required to sections of the facade finished to the boundary, parapet, verandah, pergola or patio.



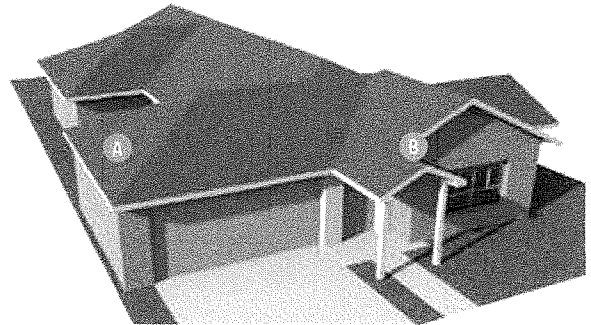
Eaves on the primary frontage of a home over:

- ① Eaves above the garage and front wall
- ② Entry area roof extended beyond the eave

## Roof Pitch & Form

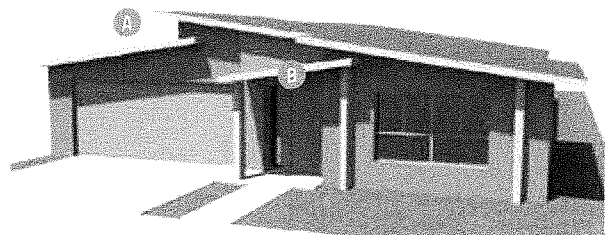
The roof on your home is a significant part of the visual presence that your home contributes to an attractive streetscape.

For your roof to be in balance with your home and others in the street, it is recommended that the pitch of a hip or gable is a minimum of 20 degrees. The pitch of a skillion roof is recommended to be between 7 degrees and 15 degrees. Other roof forms can also be considered where they complement the architectural style of the home and contribute positively to the streetscape.



Hip and gable approach to a roof showing:

- ① A hip end to the pitched roof form
- ② A gable end and entry portico with gable



Skillion roof form showing:

- ① Counterpointed skillions to give home a sense of balance
- ② Skillion over the entry area

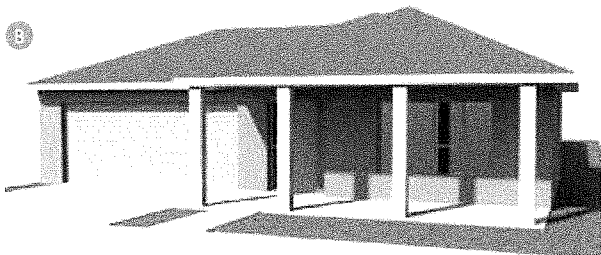
## Building Materials

Building materials that complement the architectural style of your home add greatly to its streetscape appeal.

- Your facade must be shaded by a substantial covered verandah or include at least two different materials or finishes that draw attention to your homes entry and reduce the visual impact of the garage door.
- Unfinished materials including blockwork, highly reflective or unpainted materials are not permitted. All external surfaces are to be in a finished state (painted or coated) prior to the occupation of your home.
- Steel roofing materials of any profile cannot be used as the predominant wall material of your home.

Other elements to consider include:

- Highly reflective window tints detract from the look of your home and should not be used to any street facing frontages.
- Built elements in the landscape such as fences, courtyard walls and letter boxes should use materials that complement those in your house.



Two approach to materials on a house showing:

- 1 Two materials to the front of the house
- 2 A covered verandah with a façade with only one material.

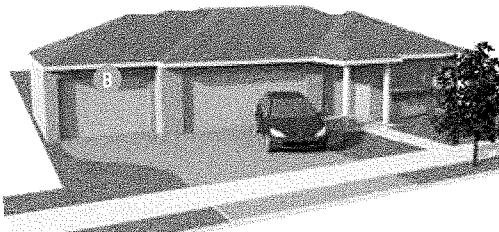
## Garages & Driveways

Garages and driveways can have a negative impact on the street when they dominate the home and landscape.

- Driveways and paved areas within your property cannot exceed 300mm wider than your garage door.
- Driveways across the verge must comply with local council requirements and widths cannot exceed three metres for a single garage or 5 metres for a double garage.
- Driveways must be offset at least 300mm from your side boundary.
- Your driveway must be complete before you occupy your home.
- Acceptable driveway materials include stone cobbles, pavers, exposed or finished concrete, or plain concrete with a combination of these elements.

Additional elements to consider include:

- Garage doors on the primary frontage should be no wider than 50% of the width of the block.
- Any garage door should not exceed 5.4 metres wide.
- Where a triple garage is allowed by the local authority, the additional door should not exceed 3 metres wide and should be articulated between the garage doors with both garage doors setback behind the front wall.



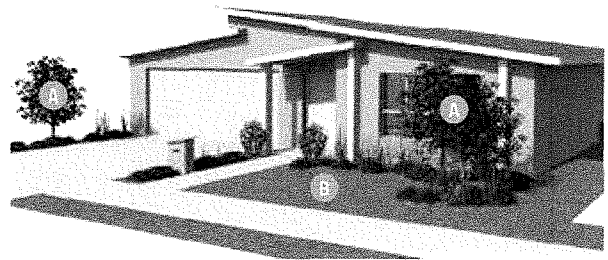
Typical driveway showing:

- A Driveway across verge cannot exceed 5 metres
- B Triple garages must be stepped and setback from the front wall

## Front Landscape

Quality front landscaping enhances the positive impact your home will have on the streetscape.

- Your front yard including the council owned verge must be landscaped within six months of moving into your home.
- At least 50% of your front yard must be landscaped with grass and garden beds (and cannot be paved, concrete or hardstand). A significant portion of this area must include gardens with trees or shrubs capable of growing to three metres tall and at least 600 mm high when planted.
- Landscaping is required to the strip between your driveway and the side boundary.

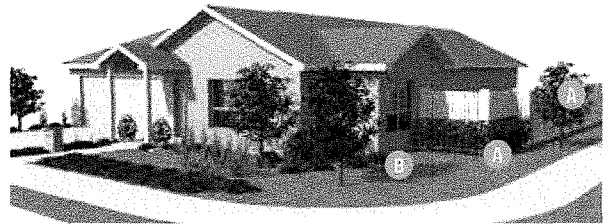


Typical front yard showing 50% softscape with:

- A Trees and shrubs capable of growing to 3 metres
- B At least with 50% grass and gardens with significant plantings

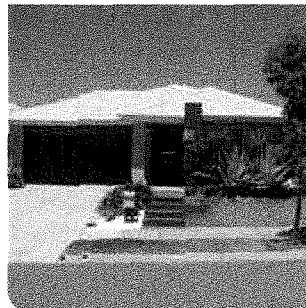
Other elements to consider in your landscape include:

- It is preferable to include a pedestrian path separated from the driveway between the front door and the front of your block, for pedestrian safety.
- On corner blocks, planting to secondary frontages should include additional trees or shrubs.
- Select plants that are suitable for your lifestyle, the local climate and your block. Advice on plant selection is available from the Lendlease Sales Office.



Typical landscape secondary frontage:

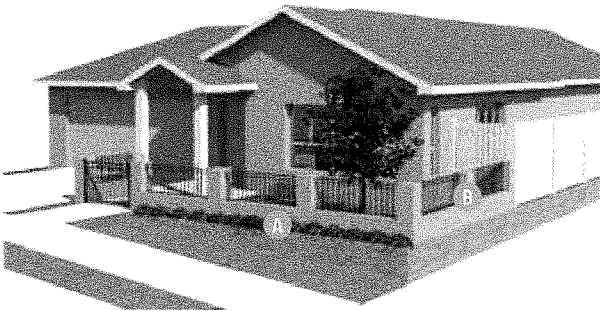
- A Additional trees and shrubs to secondary frontage
- B Front yard landscape returns around corner



## Fencing & Screening

Well designed fencing has a positive impact on your house and the street. Generally it is preferred that your landscape flows from the street to the front of your home; however, if fencing forward of your home creates usable outdoor space, you may choose to fence the space in a way that adds quality and activation to the street.

All fencing is subject to local authority requirements.



Typical front fencing showing:

- A** Detailed front fence with screen planting
- B** A front fence returning to side fence which stops 1 metre behind the front wall
- C** Typical front fencing showing courtyard alternative courtyard to take advantage of aspect.



### FENCING GENERALLY

- Fencing forward of the house must comply with the Front Fencing requirements. Fencing facing a park or secondary frontage must comply with the Secondary Fencing requirements. Fencing not visible from the street should match the standard fence type of the area and finish one metre behind the front wall of your home.

### FRONT FENCING – forward of your home is required to be:

- Maximum of 1.2m in height and decorative in style (with the exception of regulation fencing required around pools).
- Decorative fencing is to be constructed of rendered and painted masonry piers or painted or stained posts, with infill panels of coloured metal tube, painted or stained timber palings of horizontal battens. Timbers paling fences will only be accepted if they are painted in a colour which complements the design of the home, and treated with decorative capping or trims and provided with pronounced posts.
- Fencing up to 1.5m in height will be permitted where it is:
  - An open style fence that is 50% transparent; or
  - Is a courtyard wall constructed of face brickwork or masonry piers with coloured render or textured finish; or
  - Is of architectural merit.

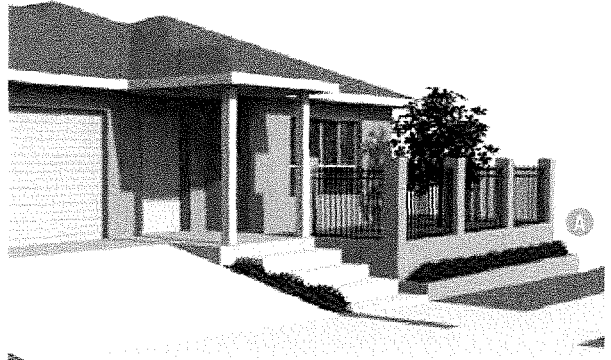
### SECONDARY FENCING – fronting a secondary frontage or park is required to be:

- Maximum height of 1.8 metres and must be decorative fencing.
- Decorative fencing is to be constructed of rendered and painted masonry piers or painted or stained posts, with infill panels of coloured metal tube, painted or stained timber palings of horizontal battens. Timbers paling fences will only be accepted if they are painted in a colour which complements the design of the home, and treated with decorative capping or trims and provided with pronounced posts.
- Secondary fencing must finish 4 metres behind the front wall of your home.

## Retaining Walls

Retaining walls that face the street need to have a positive impact on the quality of the streetscape and ensure car and pedestrian access to and from the block and along the street is safe. Acceptable retaining wall materials are boulders, timber or concrete sleepers and rendered or faced block walls.

- Retaining walls along street or park frontages cannot exceed 1 metre in height in any single step and 1.8 metres in total height. A planted strip of minimum width 500mm must exist between any terraced retaining walls.
- Retaining walls to side boundaries between blocks cannot exceed 1.8 metres high at the front wall of the house and must taper down forward of the house.
- Retaining walls over 900mm high require a 1 metre high fence above the wall and adequate landscape screening.

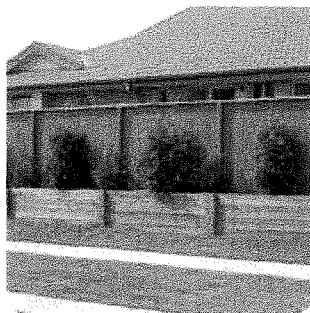
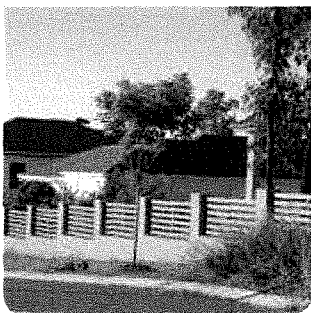


## Ancillary Elements & Structures

Ancillary elements and structures such as air conditioning condensers, wall mounted air conditioning units, satellite dishes, rainwater tanks, sheds and clotheslines should be located so that they are not visible from a street or park frontage.

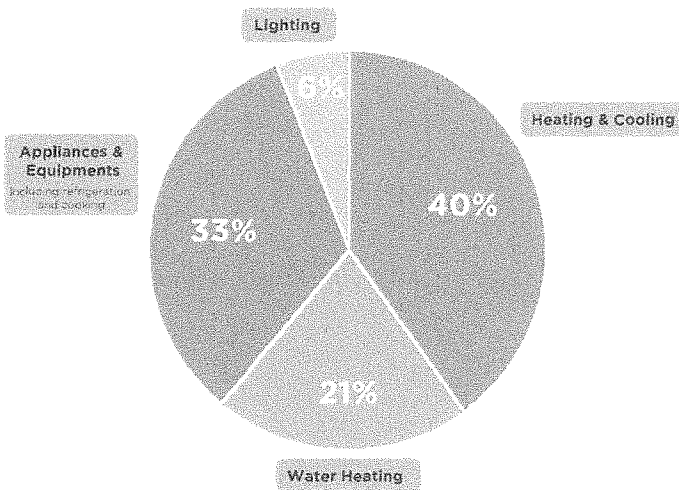
Retaining walls forward of the house must taper on side boundaries:

- 1 And must be stepped where they exceed 1 metre high on front boundaries
- 2 Side retaining walls above 600mm should be fenced for safety boundaries



## SMART IDEAS FOR YOUR HOME

This section outlines the optional elements for your home that will assist in reducing your energy bills. Including these features during initial design is more cost effective than retrofitting later. You should talk to your builder about including these money saving ideas in your home.

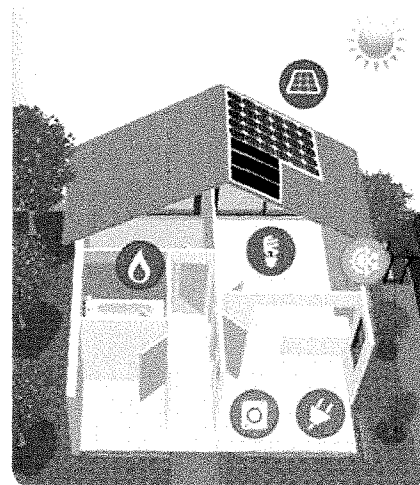


Graphic showing projected energy use in the residential sector  
 Source: DEWHA, 2008 Energy use in the Australian residential sector 1996-2020, data projected energy use for 2012

## Heating & Cooling

A home with great natural light and natural ventilation will be easier to heat and cool, more comfortable and cheaper to run. Most of these features can be achieved with little if any extra cost:

- Face key living areas to the north or north east to let in winter sun.
- Shade windows and outdoor areas to protect from the summer sun.
- Keep west and east facing windows small with raised sill heights.
- Place operable windows on either side of your home to capture cooler summer breezes.
- Use reflective and bulk insulation to reflect the sun in summer and hold in heat in winter.
- Use a door to zone off your main living spaces to only heat or cool what you need.



Opportunities for reducing energy bills include:

- Heating & cooling
- Efficient appliances
- Solar panels
- LED lights
- Solar hot water



## Solar Panels

- Solar panels generate electricity from the sun and reduce the need to buy electricity during sunlight hours.
- Solar photovoltaic panels will need to be on the north most side of your roof, as directed by the installer.
- The size of the system should match your day time electricity consumption; 1 – 1.5kW would be sufficient for most homes.

## Solar Hot Water

- Solar hot water uses the heat from the sun to provide hot water for your home which reduces energy consumption.
- Solar hot water roof collectors will need to be fixed in accordance with the product specifications.
- The size of the system should be based on the size of your household and hot water needs.

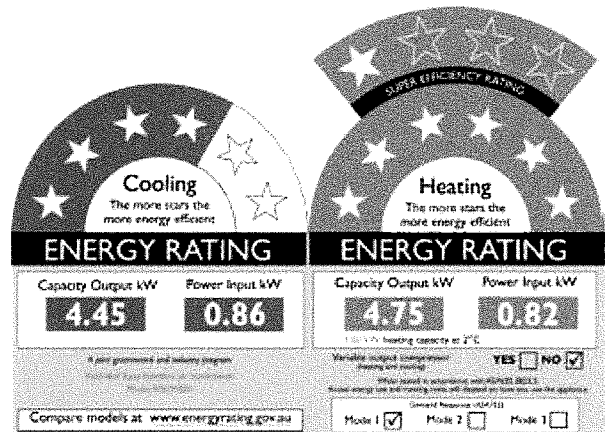


Solar Panels:  
Solar photovoltaic panels on the north side of the roof

## Efficient Appliances

Energy star ratings assist in comparing the energy efficiency and expected running costs of appliances. Being aware of the energy rating, particularly for the following appliances can help you save later:

- Electric air conditioners with ratings of 2.5 stars or greater.
- Refrigerators with ratings of 3.5 stars or greater.
- Clothes washers with ratings (energy and water efficiency) of 4.5 stars or greater.
- Televisions with ratings of 7 stars or greater.



Appliance energy rating labels:  
Being aware of the energy rating can help you save later

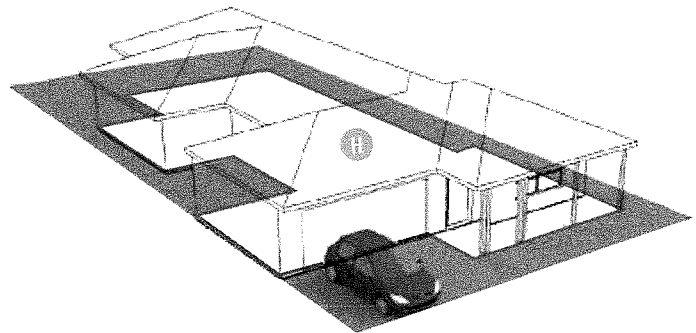
## LED lights

LED lights can do the same job as a compact fluorescent globe or halogen globe. LED lights use less energy and typically have a much longer life expectancy than other globes.

# GLOSSARY



- A** Front Wall:  
the wall of the house closest to the front boundary
- B** Verandah / Balcony:  
a covered outdoor area
- C** Garage Setback:  
the distance between your property boundary and the garage door
- D** Portico / Porch:  
clearly defined roofed entry feature
- E** Articulation:  
walls on different setbacks from the property boundary
- F** Build to Boundary Line:  
a portion of the house or garage that is built to the side boundary
- G** Pedestrian Path:  
a path adjacent to the driveway specifically for pedestrians
- H** Site Cover:  
is the area of the footprint of your house expressed as a percentage of your lot area. The footprint of your house includes all ground floor areas measured to the outside walls and also covered verandahs or porches
- I** Gable Roof
- J** Hip Roof
- K** Skillion Roof



I



J



K

## DESIGN APPROVAL CHECKLIST

The following information and plans need to be submitted with the Design Approval Form. All plans need to be in the A3 format. These would normally be prepared for you by your builder or architect:

### Site plans at 1:200 scale

These plans must show the home you are seeking approval for including:

- Street address and block details
- Site details, including boundary dimensions and bearings, existing contours, setback requirements to all boundaries
- Proposed contours and proposed finished floor levels
- Easements
- Private open space
- North point and scale
- Setbacks to all boundaries
- Building outline and extent of all overhangs
- Driveway width, location and materials, including location of existing layback to kerb
- Height and materials of all fences
- Location and capacity of solar panels and solar hot water system
- Location of any rain water tanks and ancillary structures such as sheds, outbuildings, pergolas, gazebos and pools
- Proposed cut and fill and retaining walls including materials to be used and height of walls
- House footprint area and total house internal and covered areas

### House plans at 1:100 scale

These plans must include:

- Room names
- Internal and external dimensions
- Location of meter boxes
- Width and type of garage door
- Elevations of all sides of your home
- An indication of existing and proposed levels
- Location and extent of proposed materials and colours
- Location of any elements placed outside the walls or above the roof such as air conditioning condensers, solar panels, aerials and satellite dishes
- Roof pitch, eave width, materials and heights

### Material and colour schedule:

- House brick and tile selection where applicable
- House materials and colours
- All information in the Design Approval Form as notated overleaf

### Landscape Design at 1:200 scale:

- A landscaping plan for all yard areas visible from any street or park must include paved areas, walls, fences and any planting including information about species, supplied plant size and location



# YARRABILBA DESIGN APPROVAL FORM

## Allotment Details

Lot Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Village: \_\_\_\_\_

## Owner Details

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business hours phone: \_\_\_\_\_  
After hours phone: \_\_\_\_\_  
Mobile phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Builder Details

Builder Company: \_\_\_\_\_  
Builder Name: \_\_\_\_\_  
Builder Contact: \_\_\_\_\_  
Builder Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Business hours phone: \_\_\_\_\_  
After hours phone: \_\_\_\_\_  
Builder Contact Mobile: \_\_\_\_\_  
Builder Contact Email: \_\_\_\_\_  
Preferred contact, Builder or Owner: \_\_\_\_\_

## Building Structure Details

Has this house been modified in any way from the standard builders plan for this house type and façade?  
Y, N or Unsure: \_\_\_\_\_  
Structure Area (m<sup>2</sup>): \_\_\_\_\_  
Number of Bedrooms: \_\_\_\_\_  
Levels / floors: \_\_\_\_\_  
Wall Material: \_\_\_\_\_  
Roof Material: \_\_\_\_\_  
Roof Type: \_\_\_\_\_  
Number of Garages: \_\_\_\_\_

NatHERS rating for home: \_\_\_\_\_  
Rainwater Tank: \_\_\_\_\_  
Number of Bathrooms: \_\_\_\_\_  
Number of Living Spaces: \_\_\_\_\_  
Gas Appliances: \_\_\_\_\_  
Solar Panel System Size: \_\_\_\_\_  
Hot Water System Type: \_\_\_\_\_  
Air Conditioning percent of house: \_\_\_\_\_  
Air Conditioning Energy Rating: \_\_\_\_\_  
LED Lighting installed Y or N: \_\_\_\_\_

## Submissions

You can submit your application via email at [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) or through the Lendlease Builder Hub at [www.lendleasebuilderagithub.com.au](http://www.lendleasebuilderagithub.com.au)

Alternatively you can submit your plans in person at the Yarrabilba Sales Centre or by post to Communities Covenants, Lendlease Kingsgate, GPO Box 2777, Brisbane Qld 4001

Please ensure the application form includes:

- Design Approval Checklist
- A3 copy of site plan
- A3 copy of full set of building plans including floor plans, roof plan, elevations and landscape plan
- Materials and colour schedule

I/we certify that the information in the attached application is a true and accurate representation of the home I/we intend to construct. In the event that changes are made to the proposed plans, I/we will undertake to re-submit this application for approval of any changes.

Name/s: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## COMPLIANCE BOND CHECKLIST

In order for Lendlease to release your Compliance Bond, the conditions listed below must be met. Please fill in the form on the back of this page and email it to [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) or drop it into Yarrabilba Sales Office. An inspection will then be undertaken.

- Lendlease's Design Approval for your home has been obtained no later than 12 months after the settlement of your block of land.
- Construction of your new home and driveway has commenced within 18 months and has been completed within 30 months of the settlement date of your block of land.
- Removal of any construction waste and rectification of damages caused by the construction of your home to adjacent blocks and surrounding public areas (including streets, trees, footpaths, kerbs, nature strips, services and any other public element) has been completed.
- Landscaping to your front garden has been completed no later than 6 months after occupancy of the home.
- Your driveway has been completed in compliance with the requirements in these guidelines.
- At least 50% of your front yard is landscaped with grass and/or garden beds. A significant portion of this area must include gardens with trees and/or shrubs capable of growing to 3 metres tall and be at least 600 mm high at the time of planting. This requirement also applies to publicly visible gardens on a secondary frontage.
- Nature strips and verges that surround your block boundaries are well maintained and established at the time of the Compliance Bond inspection.
- All fencing has been completed according to the fencing requirements listed on page 8 of the Springfield Lakes Home Design Guidelines, within 6 months of occupancy of your home.
- All retaining walls have been completed according to the retaining walls requirements listed on page 9 of the Springfield Lakes Home Design Guidelines, within 6 months of occupancy.

# YARRABILBA COMPLIANCE BOND RETURN FORM

Please fill in this form, scan and email it to [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) to request your Compliance Bond return inspection. Alternatively you can return the documents to the Yarrabilba Sales Office. You can also contact us on 07 3027 3237. Please note that you are not required to be in attendance for the inspection, and inspections are scheduled at regular intervals.

I/we .....  
(client name/s)

have completed our home built on lot ..... located at .....  
(lot number) (street number and name)

on Village ..... the requirements outlined in the Yarrabilba Home Design Guidelines and any  
(village name)  
special requirements, and hereby request an inspection for the return of our Compliance Bond

The home was occupied on: .....  
(day) (month) (year)

Signed: ..... Date: .....

Contact Phone Number: ..... Contact Email Address: .....

Compliance Bonds are returned by cheque within 14 days of the inspection date if all the conditions outlined on page 15 of the Yarrabilba Home Design Guidelines are met. Please provide the following details that will allow the cheque to be issued should your request be approved.

Payee (Full Name): .....

Payee Postal Address: .....

This section is to be filled in by Lendlease:

Date form was received: .....

Inspection Date: .....

Inspected by: .....

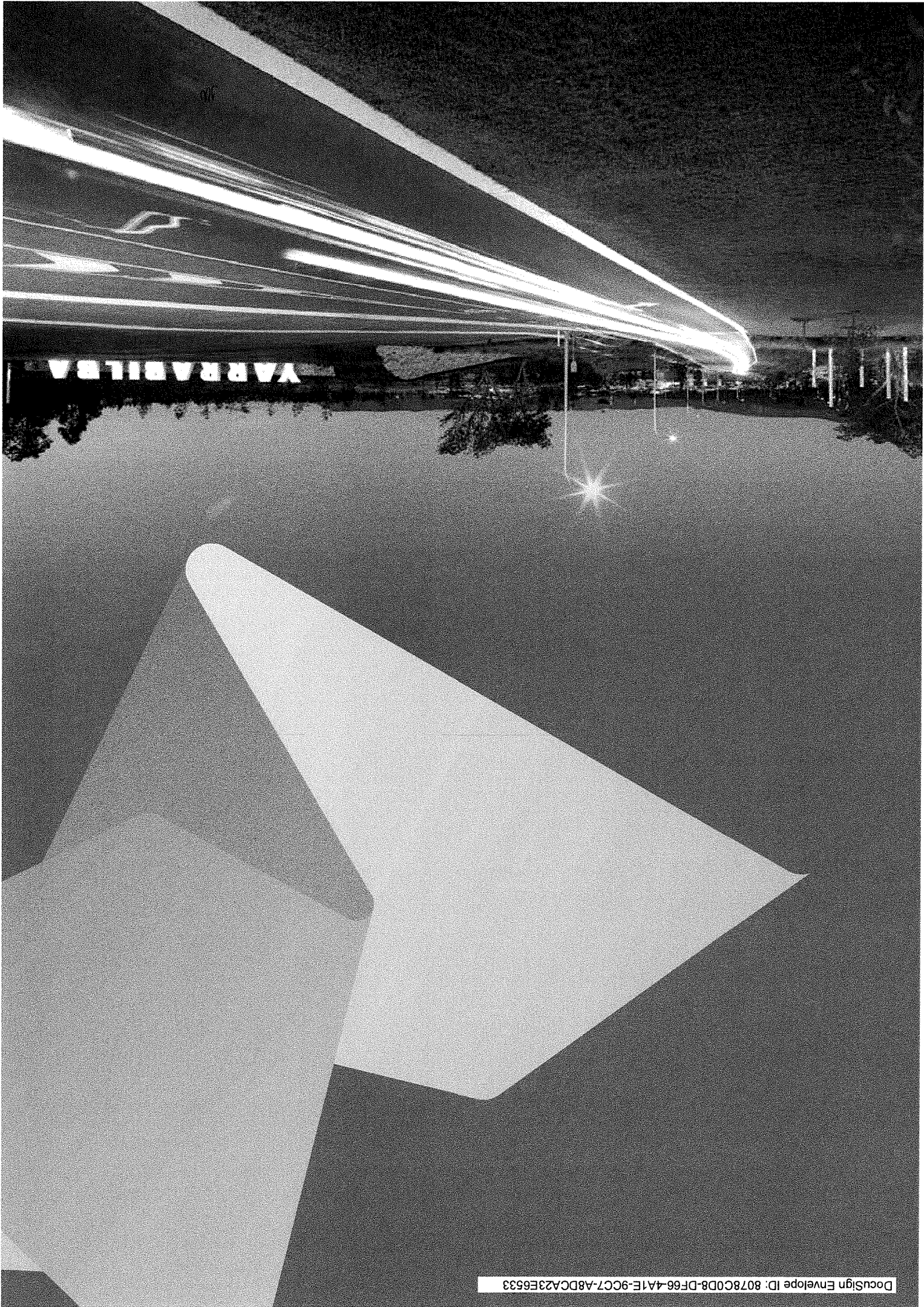
Is the property compliant? YES / NO

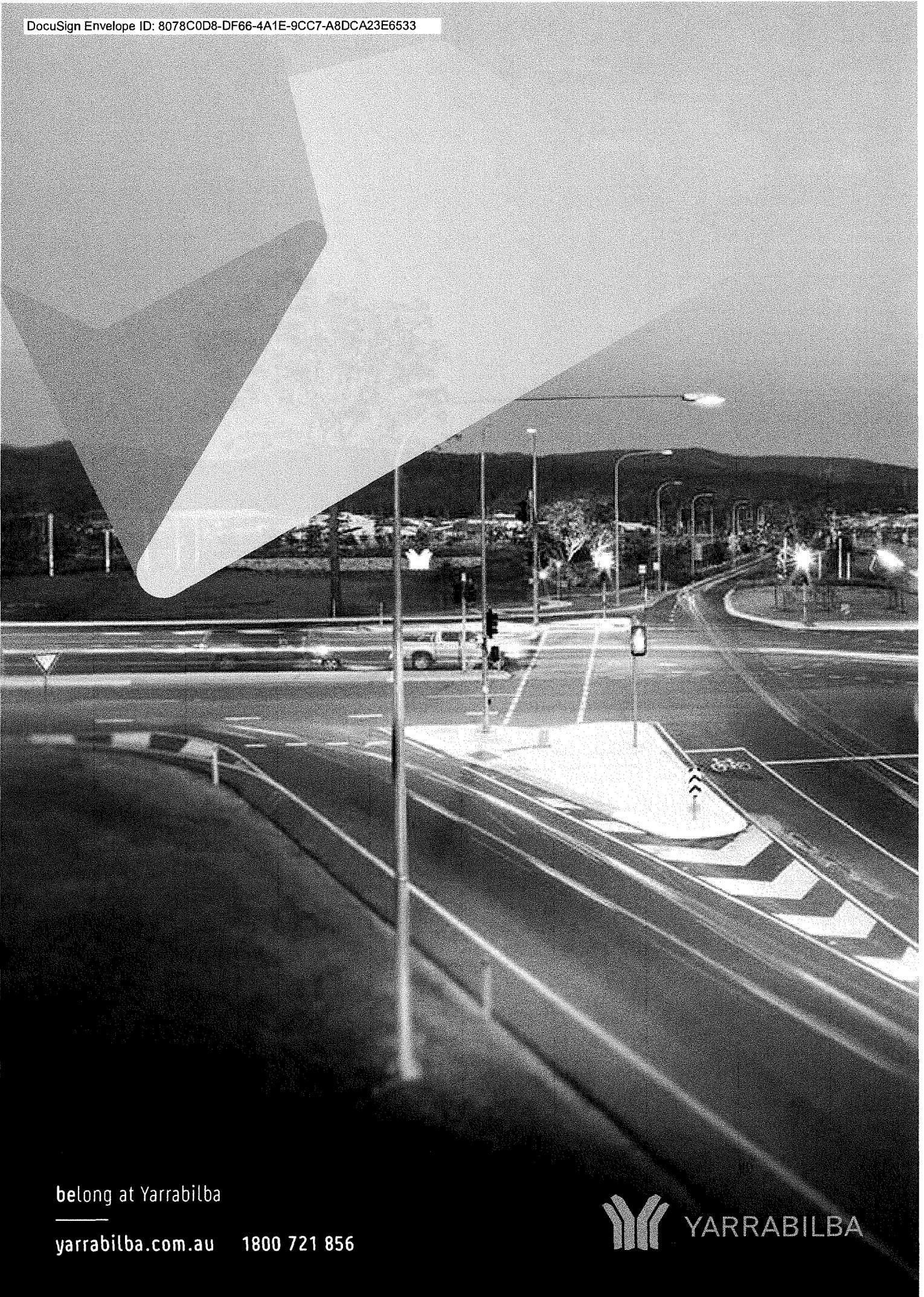
Comments: .....

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Amount to be dispersed (\$): .....







belong at Yarrabilba

[yarrabilba.com.au](http://yarrabilba.com.au) 1800 721 856



YARRABILBA



## **Schedule 4      Protective Covenants & Bushfire Management Plan**

# Schedule 2 – Property acknowledgements

The Seller discloses, and the Buyer acknowledges and accepts, the following:

## 1. Physical state of the Land

- (a) The Land is part of Yarrabilba.
- (b) The Land may have defects, including in relation to the physical features of the Land, topographical constraints, limitations placed on earthworks by the Local Government and the Covenants.
- (c) Fire ants may be present in Yarrabilba. If this is the case, there are restrictions imposed by the Department of Primary Industries and Fisheries in relation to numerous matters, including moving soil on the site.
- (d) Registered easement numbers 601550233, 601573621, 601550223, 601550225, 601753752, 601753752, 602273076 in favour of Queensland Electricity Transmission Corporation Limited and registered easement numbers 715670051, 714836515, 715083437, 715389306, in favour of Energex Limited are located within Yarrabilba. The Buyer has had access to a copy of the registered easements for the purpose of considering any impact before entering into the contract.
- (e) The Property is purchased subject to Vegetation Notices which have been lodged pursuant to the *Vegetation Management Act 1999* (Qld) and without limiting this clause, the current Vegetation Notices registered in the freehold land register bearing dealing numbers 712650923, 712650927, 712650930 and 713105655.
- (f) Without limiting the other provisions of this contract, the Property is sold subject to any easement shown on the Disclosure Plan.
- (g) Areas within Yarrabilba may be within a designated bushfire prone area.
- (h) Some or all of the services which are to be provided under the development approvals may not be provided before Settlement.
- (i) At the date of this contract there is a possibility that all the easements and restrictions on use have not been created or entered into which may be considered necessary or desirable for the Local Government or Seller to create or enter into.
- (j) Without limiting item 1(h) of this Schedule 2, if the Property being purchased is any one of lots 54 to 57 shown in the Plan titled 'Precinct Two – Reconfiguration of a Lot Application One Plan of Development', a copy of which is contained in the Disclosure Statement in Schedule 5 of this contract (or, if this is a contract for a lot with a separate indefeasible title at the time of entry into this contract, a copy of which was provided to the Buyer prior to the Buyer signing this contract), then the Property is being purchased subject to encumbrance by the reciprocal access

easements required by PDA Development Approval DEV 2013/523.

- (k) Yarrabilba (or parts of it) have been categorised by the Commonwealth Department of Defence as having a slight potential to be affected by residual Unexploded Ordnance. The categorisation as 'slight' means there is a possibility that Unexploded Ordnance may be present on Yarrabilba.
- (l) Any easements registered on the base parcel of land from which the Property is to be subdivided will not necessarily benefit or burden the Property once the Property obtains a separate indefeasible title.

## 2. Building and construction matters

- (a) The Queensland Building Construction Commission has published materials and guidelines for home builders and home owners and recommended procedures to minimise and prevent damage by termites to improvements constructed on the Land and the Seller recommends the Buyer comply fully with the procedures.
- (b) The Seller recommends that construction occur in accordance with the Australian Standard for the Construction of Buildings in Bushfire Prone Areas - AS3959 – 2009. AS3959.
- (c) The Land may not support a 'slab on ground' construction.
- (d) A number of properties within Yarrabilba (which may include the Property) may be subject to traffic noise levels requiring any building or construction to incorporate noise attenuation measures. The Seller understands that the design and construction of any Improvements may need to be done in accordance with the methods outlined in AS 3671:1989 'Acoustics-Road traffic noise Intrusion-Building siting and construction' in order to achieve indoor noise limits from AS/NZS 2107:2000 of 40 dB(A) for bedrooms and 45 dB(A) for living rooms.
- (e) Without limiting paragraph 2(d) of this Schedule 2, if the Property being purchased is any one of lots 1 to 3, 20 to 31, 42, 70 to 72, 130 to 132, 135 to 137, 190 to 197, 200, 260, 266, 287, 290 to 294, 350 to 357, 497 to 499, 508 to 515, 580 to 589 or 591 to 595 as shown in the Plan titled 'Precinct Two – Reconfiguration of a Lot Application One Plan of Development', a copy of which is contained in the Disclosure Statement in Schedule 5 of this contract (or, if this is a contract for a lot with a separate indefeasible title at the time of entry into this contract, a copy of which was provided to the Buyer prior to the Buyer signing this contract), the Buyer acknowledges that that the Property is affected by noise and that construction of a dwelling on the Property is subject to the recommendations and requirements contained in the Acoustic

Report (the 'Report'), a copy of which is attached in Schedule 6 of this contract. The Buyer acknowledges that the cost of complying with the acoustic requirements set out in the Report will increase the cost of construction of a dwelling on the Property.

- (f) The Property may be affected by the future upgrade of Waterford Tamborine Road, the creation of a Bus Corridor and the future Southern Infrastructure Corridor. The Buyer is referred to:

- (i) conditions 20, 21, 22 and 23 of UDA Development Approval DEV2011/187;
- (ii) plans bearing drawing numbers 559930 dated 11 November 2011, 240/TP12005 dated 6 March 2012, 240/TP12006 dated 6 March 2012, 240/TP12007 dated 6 March 2012 and 240/TP12008; and
- (iii) the information sheet released by the Queensland Government about the Mt Lindesay/Beaudesert Strategic Transport Network Investigation.

Copies of the plans and the information sheet are contained in Schedule 7. The exact location of the road network proposed by the Southern Infrastructure Corridor is subject to change.

The Seller makes no warranties about the matters contained in this clause 2(f) and recommends the Buyer make its own enquiries and obtain its own independent advice.

### 3. Progressive development

- (a) Yarrabilba is intended to be developed progressively by the Seller. The future development will include:
- (i) carrying out development works, which may result in dust, noise and traffic interference; and
  - (ii) making planning and building applications to Local Government.
- (b) The Seller may establish display villages within Yarrabilba, and may erect display homes on any lots owned by it.
- (c) The name of the place or suburb in which the Land is situated may, or may not, now or in the future, be 'Yarrabilba'.
- (d) The name of the place or suburb in which the Land is situated may, or may not, now or in the future, be the name of any stage or village under which the Land has been developed and marketed.

# Schedule 3 – Site Management Requirements

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## 1. Land maintenance

Prior to, during and after construction commencing, the Property must be kept clear of excessive weeds and rubbish and maintained to an acceptable standard. Excavation material, rubbish or builder's waste is to be stored in a covered bin and may not be deposited on adjoining properties, nature strips or in public areas at any time.

## 2. Storage

All building materials, temporary toilets and building equipment must be stored within the property boundaries of the Land at all times. The nature strip, footpaths, road ways, neighbouring properties and public areas must be clear at all times.

Any damage caused through deliveries or by construction vehicles associated with the construction of on the Property must be rectified without delay.

There is to be no parking on adjoining land, surrounding public areas (excluding roads) or nature strips.

## 3. Rubbish removal

Rubbish must be regularly removed. The Property and adjoining street must be kept clean at all times during the construction and landscaping period.

A covered rubbish collection bin is to be used during the construction period and kept within the Land.

## 4. Signage

Builders' and tradespersons' signs are permitted on the Property during construction if required.

All other signage for commercial or marketing purposes must be submitted to the Seller for approval and must be in accordance with the Local Government's signage guidelines and the Development Scheme.

## 5. Site security

During the construction the Property should be made secure and safe.

## 6. Hours of operation

Compliance with the Development Scheme and any building condition imposed by the Local Government is required.

## 7. Enforcement

These site management requirements will be monitored and enforced by the relevant parties on a regular basis. If the Local Government's infrastructure or landscaping assets are damaged, the Local Government will require repairs to be carried out to its satisfaction.

**juliecworral@gmail.com**

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**From:** bianca@eleverpropertygroup.com  
**Sent:** Tuesday, 14 March 2023 9:57 AM  
**To:** juliecworral@gmail.com  
**Subject:** Lease has been Renewed at 5 Bulburin Street, Yarrabilba  
**Attachments:** 5 bulburin st, Yarrabilba Lease Renewal expiry 2024.pdf

Dear Julie,

This is a courtesy email to advise that the tenancy agreement has been finalised for the tenants at 5 Bulburin Street, Yarrabilba.

Please find attached a signed copy of the signed General Tenancy Agreement for your records.

Thank you for your continuing support for Elever Property Group.

If you have any queries about 5 Bulburin Street, Yarrabilba, please contact Bianca Fitzgeralds on bianca@eleverpropertygroup.com or 0730409949.

Best Regards,

Bianca Fitzgeralds  
**Elever Property Group**



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1** 1.1 Lessor  
Name/trading name THE OWNER/SC/- ELEVER PROPERTY GROUP PTY LTD

Address  
223 LEICHHARDT STREET  
SPRING HILL QLD Postcode 4000

1.2 Phone Mobile Email  
07 3040 9949 leasing@eleverpropertygroup.com

**Item 2** 2.1 Tenant/s  
Tenant 1 Full name/s Chelsea Lea Clark  
Phone As per application Email As per application

Tenant 2 Full name/s Michael Clark  
Phone As per application Email As per application

Tenant 3 Full name/s  
Phone Email

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

**Item 3** 3.1 Agent If applicable. See clause 43  
Full name/trading name ELEVER PROPERTY GROUP PTY LTD

Address  
223 Leichhardt Street  
SPRING HILL QLD Postcode 4000

3.2 Phone Mobile Email  
07 3040 9949 0432523011 pm3@eleverpropertygroup.com

**Item 4** Notices may be given to  
(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

4.2 Tenant/s  
Email Yes  No  As per application Facsimile Yes  No

4.3 Agent  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

**Item 5** 5.1 Address of the rental premises  
5 Bulburin Street  
Yarrabilba QLD Postcode 4207

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

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

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

6.2 Starting on 23 / 05 / 2023 6.3 Ending on 22 / 05 / 2024

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



**Item 7** Rent \$ 490.00 per  week  fortnight  month See clause 8(1)

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

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)  
DIRECT DEBIT, BANK CHEQUE, MONEY ORDER

Details for direct credit

BSB no. 014275 Bank/building society/credit union ANZ

Account no. 423358063 Account name ELEVER PROPERTY GROUP TRUST ACCOUNT

Payment reference 5BULBURIN

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

**Item 11** Rental bond amount \$ 1960.00 See clause 13

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

Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
Gas  Yes  No Type TENANTS CHOICE See special terms (page 8)  
Phone  Yes  No

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

Yes  No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100% Any other service stated in item 12.1 100%  
Gas 100% See special terms (page 8)  
Phone 100%

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

Electricity TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Gas TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Phone TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Any other service stated in item 12.1 See special terms (page 8) TENANTS CHOICE, DIRECT TO THE SUPPLIER

**Item 15** Number of persons allowed to reside at the premises 4 See clause 23

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

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

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

Type N/A Number 0 Type N/A Number 0

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

Electrical repairs WALTECH ELECTRICAL SERVICES Phone 0497 797 101  
Plumbing repairs A-GRADE PLUMBING AND GAS Phone (07) 3290 2245  
Other EMERGENCY AGENT CONTACT Phone +61466002020

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

Yes  
 No - please provide lessor contact details below

Name Phone



## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

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

#### 2 Terms of a general tenancy agreement

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

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

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

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

### Division 2 Period of tenancy

#### 4 Start of tenancy

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

#### 5 Entry condition report - s 65

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

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

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

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

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

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

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

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

### Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

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

## 9 Rent in advance - s 87

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

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

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

## 10 Rent increases - ss 91 and 93

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

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

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

## 12 Rent decreases - s 94

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

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

## Division 4 Rental bond

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

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

*Note* - There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

### 14 Increase in bond - s 154

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

## Division 5 Outgoings

### 15 Outgoings - s 163

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

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

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

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

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

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

## 17 Water service charges - ss 164 and 166

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

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

*Note* - For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

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

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

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

### Subdivision 1 Occupation and use of premises

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

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

*Examples of possible legal impediments -*

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

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

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

*Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

*Note* - See the information statement for details.

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

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

*Examples of things that may constitute a nuisance -*

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

#### 22 Units and townhouses - s 69

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

#### 23 Number of occupants allowed

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

#### 24 - intentionally removed

### Subdivision 2 Standard of premises

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

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

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

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- the lessor is the State; and
  - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - the non-standard items are not a risk to health or safety; and
  - for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

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

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

## Subdivision 3 The dwelling

### 27 Fixtures or structural changes - ss 207-209

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

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

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

*Examples of terms* -

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
  - The lessor must not act unreasonably in failing to agree.
  - If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
    - take action for a breach of a term of this agreement; or
    - waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

### 28 Supply of locks and keys - s 210

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

- If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

### 29 Changing locks - ss 211 and 212

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

## Subdivision 4 Damage and repairs

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

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

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

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

### 32 Notice of damage - s 217

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

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

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

## Subdivision 5 Pets

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

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
*Notes* -
  - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

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

#### Examples -

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

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

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

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

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

- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
  - (b) the lessor's response does not comply with subclause (3).

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

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

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General - ss 238 and 240

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

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

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

## Division 8 When agreement ends

### 36 Ending of agreement - s 277

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

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

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
  - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

### 38 Keys

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

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

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

### 40 Exit condition report - s 66

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

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

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

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

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

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

## Division 9 Miscellaneous

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

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

### 43 Lessor's agent

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

### 44 Notices

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

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

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

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

The tenant/s agree too:

- Rent paid on time and in advance at all times.
- Have property & carpets (steam cleaned) professionally cleaned by reputable company & supply the receipt to the agency upon vacating
- Pay rent up to & including the day vacant possession is provided & all keys are returned to the agency
- Replace all light bulbs (not light fittings) as required
- Repair any & all damage to caused to the property by the tenant, and returned to the same condition as the Entry Condition Report (except fair wear and tear).
- See the tenancy as a whole; i.e. 1 tenant can act on behalf of all tenants with requests; & damages/ arrears from 1 tenant are the responsibility of all tenants
- Pay for all call out fees / repairs costs that resulted from user error & arrange access directly with trades as required for repairs
- Keep the external areas of the property (gardens, decks, courtyards, lawns, etc) in a good tidy condition
- \$110.00 tenant variation fee applies if any tenant is removed or added to the lease

Names of Approved Occupants:

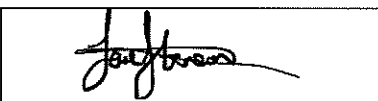
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Elever Property Group

Signature



Date 14 // 03 // 2023

**Signature of tenant 1**

Print name

Chelsea Lea Clark

Signature



Date 10 / 03 / 2023

**Signature of tenant 2**

Print name

Michael Clark

Signature

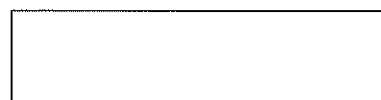


Date 10 / 03 / 2023

**Signature of tenant 3**

Print name

Signature



Date / /



## Special Terms

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

### 45 Occupation and use of premises

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

### 46 Subletting via online home sharing platforms

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

### 47 Care of the premises by the tenant

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

### 48 Photographs of the property during an inspection

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

### 49 Locks and keys

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

## Special Terms *continued...*

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

### 50 Liability excluded

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

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

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

### 51 Lessor's insurance

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

(2) The lessor may claim from the tenant -

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

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

### 52 Tenant's insurance

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

### 53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

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

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

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

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

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

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

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

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

### 54 Portable pool obligations

(1) The tenant must-

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

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

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

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

---

## Special Terms *continued...*

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

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### 55 Pets

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

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

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

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

### 56 Electronic Signing

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

# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at [rta.qld.gov.au](http://rta.qld.gov.au) instead of this form.

Page 1 of 2 - Complete all pages

New bond OR  Existing rental bond number 715038820

## 1 Address of rental property (rooming accommodation: include room number)

5 Bulburin Street

Yarrabilba QLD

Postcode 4207

2 Agreement starts 23 / 05 / 2023 Agreement ends 22 / 05 / 2024

3 Number of bedrooms 4

## 4 Type of dwelling

Residential tenancy

Flat/unit  House  Townhouse  Granny Flat  
 Moveable dwelling/site  Moveable dwelling/site with electricity supplied and individually metered

OR

Rooming accommodation

Boarding house  Supported accommodation  Student rooming accommodation  Granny Flat

## 5 Type of management

Residential tenancy

Owner  Property manager  Moveable dwelling owner/manager  
 Social housing organisation  
 Other \_\_\_\_\_

OR

Rooming accommodation

Owner  Manager/provider  Real estate agent  
 Other \_\_\_\_\_

## 6 Property manager/owner

Full name/trading name ELEVER PROPERTY GROUP PTY LTD													
ABN	6	7	1	6	7	5	5	4	6	9	0	RTA ID (if known)	8530914
Postal address 223 Leichhardt Street, SPRING HILL, QLD											Postcode	4000	
Phone 07 3040 9949			Mobile			Date			14 / 03 / 2023		Signature		
Email pm3@eleverpropertygroup.com										<input type="checkbox"/> tick if you agree to receive RTA notices by email			

## 7 Payment method

Cheque/money order  BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the RTA's Bond Lodgement Web Service to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

## 8 Weekly rent and bond

Total bond \$ 1960.00 Weekly rent \$ 490.00 Bond paid with this form \$ 40.00

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

Continued on page 2

# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116-119)



Page 2 of 2 - Complete all pages

New bond OR  Existing rental bond number 715038820

Address of rental property (rooming accommodation: include room number)

5 Bulburin Street

Yarrabilba QLD

Postcode 4207

## 9 Tenants/residents who have paid bond money (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

First name/s CHELSEA LEA	Last name CLARK	\$ 20.00
Date of birth / /	Phone	Mobile AS PROVIDED
RTA ID (if known)	Date 10 / 03 / 2023	Signature
Email AS PROVIDED	<input checked="" type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 2

First name/s MICHAEL	Last name CLARK	\$ 20.00
Date of birth / /	Phone	Mobile AS PROVIDED
RTA ID (if known)	Date 10 / 03 / 2023	Signature
Email AS PROVIDED	<input checked="" type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 3

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

The RTA is not liable for any losses that occur if you provide incorrect information.



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



## 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)



### Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

### Paying the bond

**Online** | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

**Cheque/money order** | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

**BPAY** | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

### Maximum bond

Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to [rta.qld.gov.au](http://rta.qld.gov.au) for details



Title	5 Bulburin Street, Yarrabilba Lease
File name	5 Bulburin ...wal (2).pdf and 1 other
Document ID	9a5708546bcd5d3cf2bbd74ed5e846d84f58b9db
Audit trail date format	DD / MM / YYYY
Status	📧 Signed

### Document history



SENT

**10 / 03 / 2023**  
13:42:33 UTC+10

Sent for signature to Michael Clark (nissansilvia1999@gmail.com) and Chelsea Lea Clark (chelsclark2019@gmail.com) from admin@eleverpropertygroup.com  
IP: 124.169.211.19



VIEWED

**10 / 03 / 2023**  
19:53:23 UTC+10

Viewed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 58.179.111.54



VIEWED

**10 / 03 / 2023**  
19:53:32 UTC+10

Viewed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 58.179.111.54



SIGNED

**10 / 03 / 2023**  
19:55:07 UTC+10

Signed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 58.179.111.54



SIGNED

**10 / 03 / 2023**  
19:55:08 UTC+10

Signed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 58.179.111.54



COMPLETED

**10 / 03 / 2023**  
19:55:08 UTC+10

The document has been completed.





# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1** 1.1 Lessor  
Name/trading name THE OWNER/SC/- ELEVER PROPERTY GROUP PTY LTD

Address  
223 LEICHHARDT STREET  
SPRING HILL QLD Postcode 4000

1.2 Phone Mobile Email  
07 3040 9949 leasing@eleverpropertygroup.com

**Item 2** 2.1 Tenant/s  
Tenant 1 Full name/s Chelsea Lea Clark  
Phone As per application Email As per application

Tenant 2 Full name/s Michael Clark  
Phone As per application Email As per application

Tenant 3 Full name/s  
Phone Email

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

**Item 3** 3.1 Agent If applicable. See clause 43  
Full name/trading name ELEVER PROPERTY GROUP PTY LTD

Address  
223 Leichhardt Street  
SPRING HILL QLD Postcode 4000

3.2 Phone Mobile Email  
07 3040 9949 pm3@eleverpropertygroup.com

**Item 4** Notices may be given to  
(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

4.2 Tenant/s  
Email Yes  No  As per application Facsimile Yes  No

4.3 Agent  
Email Yes  No  leasing@eleverpropertygroup.com Facsimile Yes  No

**Item 5** 5.1 Address of the rental premises  
5 Bulburin Street  
Yarrabilba QLD Postcode 4207

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

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

6.2 Starting on 23 / 05 / 2022 6.3 Ending on 22 / 05 / 2023

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

MC CC



**Item 7** Rent \$ 480.00 per  week  fortnight  month See clause 8(1)

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

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)  
DIRECT DEBIT, BANK CHEQUE, MONEY ORDER

Details for direct credit

BSB no. 014275 Bank/building society/credit union ANZ

Account no. 423358063 Account name ELEVER PROPERTY GROUP TRUST ACCOUNT

Payment reference 5BULBURIN

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

**Item 11** Rental bond amount \$ 1920.00 See clause 13

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

Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
Gas  Yes  No Type TENANTS CHOICE See special terms (page 8)  
Phone  Yes  No

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

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100% Any other service stated in item 12.1 100%  
Gas 100% See special terms (page 8)  
Phone 100%

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

Electricity TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Gas TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Phone TENANTS CHOICE, DIRECT TO THE SUPPLIER  
Any other service stated in item 12.1 See special terms (page 8) TENANTS CHOICE, DIRECT TO THE SUPPLIER

**Item 15** Number of persons allowed to reside at the premises 4 See clause 23

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

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

**Item 17** 17.1 Pets approved  Yes  No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)  
Type N/A Number 0 Type N/A Number 0

**Item 18** Nominated repairers Insert name and telephone number for each. See clause 31

Electrical repairs CONTACT AGENT FIRST Phone +61466002020  
Plumbing repairs CONTACT AGENT FIRST Phone +61466002020  
Other CONTACT AGENT FIRST Phone +61466002020

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

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

#### 2 Terms of a general tenancy agreement

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

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

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

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

### Division 2 Period of tenancy

#### 4 Start of tenancy

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

#### 5 Entry condition report - s 65

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

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

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

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

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

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

#### 7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

*Note* - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

### Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place* -

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

#### 9 Rent in advance - s 87

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

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

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

## 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

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

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement - before the term ends.

## 12 Rent decreases - s 94

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

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

## Division 4 Rental bond

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

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.

*Note* - There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

### 14 Increase in bond - s 154

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

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

## Division 5 Outgoings

### 15 Outgoings - s 163

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

*Examples* -

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

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

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

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

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

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

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

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
    - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
    - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
    - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
    - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
    - (b) that is a fixed charge for the water service to the premises.
  - (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

- (6) In this clause -
 

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

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

CC MC

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

### Subdivision 1 Occupation and use of premises

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

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

*Examples of possible legal impediments -*

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

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

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

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

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

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

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

*Note -* See the information statement for details.

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

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
- use the premises for an illegal purpose; or
  - cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance -*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
- the occupation of the premises; or
  - any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

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

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
- a particular type of pet may be kept, only that type may be kept; or
  - a particular number of pets may be kept, only that number may be kept; or
  - a particular number of a particular type of pet may be kept, only that number of that type may be kept.

#### Subdivision 2 Standard of premises

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

- (1) At the start of the tenancy, the lessor must ensure -
- the premises are clean; and
  - the premises are fit for the tenant to live in; and
  - the premises are in good repair; and
  - the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
- maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - maintain the premises in good repair; and
  - ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - keep any common area included in the premises clean.
- Note -* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- the lessor is the State; and
  - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - the non-standard items are not a risk to health or safety; and
  - for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

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

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

#### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
- Note -* Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

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*Examples of terms -*

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

**28 Supply of locks and keys - s 210**

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

**29 Changing locks - ss 211 and 212**

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*  
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

**Subdivision 4 Damage and repairs**

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

- (1) **Emergency repairs** are works needed to repair any of the following -
- (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

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

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

**32 Notice of damage - s 217**

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

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

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

**Division 7 Restrictions on transfer or subletting by tenant**

**34 General - ss 238 and 240**

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

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

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

**Division 8 When agreement ends**

**36 Ending of agreement - s 277**

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

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- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

*Note* - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* - See the information statement for details.

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

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

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

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

### 38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

### 40 Exit condition report - s 66

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

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

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

## Division 9 Miscellaneous

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

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.  
*Note* - See section 164 for what is a service charge.

### 43 Lessor's agent

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

### 44 Notices

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

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

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

The tenant/s agree too:

- Rent paid on time and in advance at all times.
- Have property & carpets (steam cleaned) professionally cleaned by reputable company & supply the receipt to the agency upon vacating
- Pay rent up to & including the day vacant possession is provided & all keys are returned to the agency
- Replace all light bulbs (not light fittings) as required
- Repair any & all damage to caused to the property by the tenant, and returned to the same condition as the Entry Condition Report (except fair wear and tear).
- See the tenancy as a whole; i.e. 1 tenant can act on behalf of all tenants with requests; & damages/ arrears from 1 tenant are the responsibility of all tenants
- Pay for all call out fees / repairs costs that resulted from user error & arrange access directly with trades as required for repairs
- Keep the external areas of the property (gardens, decks, courtyards, lawns, etc) in a good tidy condition
- \$110.00 tenant variation fee applies if any tenant is removed or added to the lease

Names of Approved Occupants:

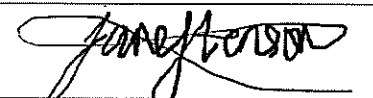
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Elever Property Group

Signature



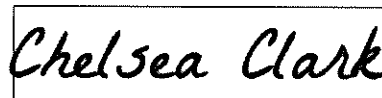
Date 23 / 05 //2022

**Signature of tenant 1**

Print name

Chelsea Lea Clark

Signature



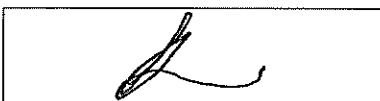
Date 21 / 05 / 2022

**Signature of tenant 2**

Print name

Michael Clark

Signature



Date 21 //05 / 2022

**Signature of tenant 3**

Print name

Signature

Date / /



## Special Terms

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

### 45 Occupation and use of premises

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

### 46 Subletting via online home sharing platforms

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

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) keep the premises free from pests and vermin;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) not intentionally or negligently damage the premises and inclusions;
  - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
  - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
  - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
- (2) The obligations of the tenant at the end of the occupancy regarding the conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
  - (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) removing rubbish;
  - (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (h) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- (3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

### 48 Photographs of the property during an inspection

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

### 49 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

### 50 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant-

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and

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

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## Special Terms *continued...*

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

- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

### 51 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 52 Lessor's insurance

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

(2) The lessor may claim from the tenant -

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 53 Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

### 54 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

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

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

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

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

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

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

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

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

### 55 Portable pool obligations

(1) The tenant must-

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

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

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

(3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

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## Special Terms *continued...*

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

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### 56 Electronic Signing

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

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

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# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at [rta.qld.gov.au](http://rta.qld.gov.au) instead of this form.

- New bond  
 Existing rental bond number

## 1 Address of rental property (rooming accommodation: include room number)

5 Bulburin Street Yarrabilba QLD Postcode 4207

2 Agreement starts  Agreement ends

3 Number of bedrooms

## 4 Type of dwelling

Residential tenancy	<input type="checkbox"/> Flat/unit	<input checked="" type="checkbox"/> House	<input type="checkbox"/> Townhouse
OR	<input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered		
Rooming accommodation	<input type="checkbox"/> Boarding house	<input type="checkbox"/> Supported accommodation	<input type="checkbox"/> Student rooming accommodation

## 5 Type of management

Residential tenancy	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Property manager	<input type="checkbox"/> Moveable dwelling owner/manager
OR	<input type="checkbox"/> Social housing organisation <input type="checkbox"/> Other _____		
Rooming accommodation	<input type="checkbox"/> Owner	<input type="checkbox"/> Manager/provider	<input type="checkbox"/> Real estate agent <input type="checkbox"/> Other _____

## 6 Property manager/owner

Full name/trading name ELEVER PROPERTY GROUP PTY LTD			
ABN 6 7 1 6 7 5 5 4 6 9 0	RTA ID (if known) 8530914		
Postal address 223 Leichhardt Street, SPRING HILL, QLD			
Postcode 4000			
Phone 07 3040 9949	Mobile _____	Date _____	Signature _____
Email pm3@eleverpropertygroup.com	<input type="checkbox"/> tick if you agree to receive RTA notices by email		

## 7 Payment method

- Cheque/money order  BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the RTA's Bond Lodgement Web Service to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

## 8 Weekly rent and bond

Total bond  Weekly rent  Bond paid with this form

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

## 9 Tenants/residents who have paid bond money (include individual amounts)

First name/s CHELSEA LEA	Last name CLARK	\$ 960.00
Date of birth / /	Phone	Mobile AS PROVIDED
RTA ID (if known)	Date 21 / 05 / 2022	Signature <i>Chelsea Clark</i>
Email AS PROVIDED	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
First name/s MICHAEL	Last name CLARK	\$ 960.00
Date of birth / /	Phone	Mobile AS PROVIDED
RTA ID (if known)	Date 21 / 05 / 2022	Signature <i>[Signature]</i>
Email AS PROVIDED	<input type="checkbox"/> tick if you agree to receive RTA notices by email	

If more than 2 tenants/residents complete a second form.

The RTA is not liable for any losses that occur if you provide incorrect information.

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information see RTA website.

# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)



## Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

## Paying the bond

**Online** | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

**Cheque/money order** | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

**BPAY** | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

## Maximum bond

Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to [rta.qld.gov.au](http://rta.qld.gov.au) for details



TITLE	APPROVED APPLICATION: 5 BULBURIN STREET, YARRABILBA
FILE NAME	5 Bulburin ...Renewal.pdf and 1 other
DOCUMENT ID	19d29a1bc7b04c284f8cdb506b27b337cc1dd831
AUDIT TRAIL DATE FORMAT	DD / MM / YYYY
STATUS	☉ Signed

## Document history



SENT

**20 / 05 / 2022**

09:50:48 UTC+10

Sent for signature to Chelsea Lea Clark (chelsclark2019@gmail.com) and Michael Clark (nissansilvia1999@gmail.com) from admin@eleverpropertygroup.com  
IP: 14.201.150.122



VIEWED

**20 / 05 / 2022**

15:52:46 UTC+10

Viewed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 101.182.214.7



VIEWED

**20 / 05 / 2022**

15:54:57 UTC+10

Viewed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 159.196.169.86



SIGNED

**21 / 05 / 2022**

07:39:17 UTC+10

Signed by Michael Clark (nissansilvia1999@gmail.com)  
IP: 101.182.214.7



SIGNED

**21 / 05 / 2022**

07:39:46 UTC+10

Signed by Chelsea Lea Clark (chelsclark2019@gmail.com)  
IP: 159.196.169.86



COMPLETED

**21 / 05 / 2022**

07:39:46 UTC+10

The document has been completed.



# Contract for Houses and Residential Land

Seventeenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

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

## REFERENCE SCHEDULE

Contract Date:

09 FEBRUARY 2022

If no date is inserted, the Contract Date is the date on which the last party signs the Contract

### SELLER'S AGENT

NAME:			
ABN:		LICENCE NO.:	
ADDRESS:			
SUBURB:			
PHONE:	MOBILE:	FAX:	EMAIL:
	STATE:	POSTCODE:	

### SELLER

NAME:	DTZ BUILDING DESIGN PTY LTD ACN 118 448 150			ABN:	
ADDRESS:	2/22 CENTRAL COURT				
SUBURB:	HILLCREST				
PHONE:	MOBILE:	FAX:	EMAIL:		
	1300 402 416		dylan@dtzbuilding.com.au		
				STATE:	QLD
				POSTCODE:	4118
				ABN:	

NAME:					
ADDRESS:					
SUBURB:					
PHONE:	MOBILE:	FAX:	EMAIL:		
				STATE:	
				POSTCODE:	

### SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:	BUSINESS DEPOT LEGAL		CONTACT:	MELANIE COWAN / CAMERON HANCOCK		
REF:			1/27 JAMES STREET			
ADDRESS:						
SUBURB:	FORTITUDE VALLEY					
PHONE:	MOBILE:	FAX:	EMAIL:	STATE:	QLD	POSTCODE:
	07 3193 3000		m.cowan@businessdepot.com.au; c.hancock@businessdepot.com.au			4006

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

**BUYER**

JCWPCW PROPERTY SERVICES PTY LTD A.C.N 655 515 441 ATF WORRALL2021 HOLDING TRUST  
 NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: 7 MOORE STREET  
 SUBURB: FULLARTON STATE: SA POSTCODE: 5063  
 PHONE: 04 19 779 968 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: juliecworral@gmail.com

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

NAME: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_  
 ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR**

or any other solicitor notified to the Seller

CJM LAWYERS  
 NAME: \_\_\_\_\_ CONTACT: SONJA DICKMANN  
 REF: \_\_\_\_\_  
 ADDRESS: LEVEL 9 / 50 CAVILL AVENUE  
 SUBURB: SURFERS PARADISE STATE: QLD POSTCODE: 4217  
 PHONE: 1300 245 299 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: sonja@cjmrlaw.com.au

**PROPERTY**

Land: ADDRESS: 5 BULBURIN STREET  
 SUBURB: YARRABILBA STATE: QLD POSTCODE: 4207

Built On  Vacant

Description: Lot: 625  
 On: SP308727  
 Title Reference: 51234339  
 Area: 250SQM  more or less Land sold as:  Freehold  Leasehold  if neither is selected, the land is treated as being Freehold  
 Present Use: RESIDENTIAL DWELLING  
 Local Government: LOGAN CITY COUNCIL

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



Excluded Fixtures:

--

Included Chattels:

BUSINESS DEPOT LEGAL
----------------------

PRICE

Deposit Holder:

BUSINESS DEPOT LEGAL

Deposit Holder's Trust Account:

BUSINESS DEPOT LEGAL LAW PRACTICE TRUST ACCOUNT

Bank: WESTPAC BANKING CORPORATION

BSB: 034001

Account No: 476030

**Cyber Warning**

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

Purchase Price: \$ 595,500.00

- Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 1,000.00

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ 58,550.00

Balance Deposit (if any) payable on: UPON SATISFACTION OF THE FINANCE CONDITION

Default Interest Rate:

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

**FINANCE**

Finance Amount:

\$ SUFFICIENT TO COMPLETE

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

OF THE BUYER'S CHOICE

Finance Date:

21 DAYS FROM THE DATE OF THIS CONTRACT

**BUILDING AND/OR PEST INSPECTION DATE**

Inspection Date:

N/A

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below.

ANY STATUTORY OR OTHER EASEMENTS (REGISTERED OR UNREGISTERED) FOR SEWERAGE AND DRAINAGE PURPOSES OR FOR THE PROVISION OF ANY OTHER SERVICES OR ACCESS EASEMENTS SHOWN ON THE REGISTERED PLAN.

- WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal" or similar.

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

**Tenancies:**

TENANTS NAME: NIL  If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

**TERM AND OPTIONS:**

STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		\$	\$

**Managing Agent:**

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

EMAIL:

**POOL SAFETY**

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

- Yes  
 No

**WARNING TO SELLER:**  
 Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

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

- Yes  
 No

**ELECTRICAL SAFETY SWITCH AND SMOKE ALARM**

*This section must be completed unless the Land is vacant.*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is: *(select whichever is applicable)*

- Installed in the residence  
 Not installed in the residence

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

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are: *(select whichever is applicable)*

- Installed in the residence  
 Not installed in the residence

**WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Land. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

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

**NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011**

The Seller gives notice to the Buyer in accordance with Section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land: *(select whichever is applicable)*

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

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

**GST WITHHOLDING OBLIGATIONS**

Is the Buyer registered for GST and acquiring the Land for a creditable purpose? *(select whichever is applicable)*

- Yes
- No

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

■ **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

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

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

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

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

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-14) (Seventeenth Edition) contain the Terms of this Contract.  
**SPECIAL CONDITIONS**

REFER TO SCHEDULES 1-4

SETTLEMENT

SETTLEMENT DATE:

14 DAYS FROM SATISFACTION OR WAIVER OF THE FINANCE CONDITION

- or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

**WARNING:** The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

PLACE FOR SETTLEMENT:

FORTITUDE VALLEY

- If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

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

BUYER: Julie Marshall

WITNESS:

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

WITNESS:

[Note: No witness is required if the Buyer signs using an Electronic Signature]

DTZ BUILDING DESIGN PTY LTD ACN 118 448 150 BY ITS DULY APPOINTED ATTORNEY DYLAN TROY ZEIHNER UNDER POWER OF ATTORNEY NO. 721358595 WHO HAS RECEIVED NO NOTICE OF REVOCATION OF SAME

SELLER:

WITNESS:

SELLER:

WITNESS:

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

[Note: No witness is required if the Seller signs using an Electronic Signature]

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

# TERMS OF CONTRACT

## FOR HOUSES AND RESIDENTIAL LAND

### 1. DEFINITIONS

- 1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown opposite them and unless the context otherwise requires:
- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
  - (b) **“ATO”** means the Australian Taxation Office;
  - (c) **“ATO Clearance Certificate”** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
  - (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
  - (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
  - (f) **“Bond”** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
  - (g) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
  - (h) **“Business Day”** means a day other than:
    - (i) a Saturday or Sunday;
    - (ii) a public holiday in the Place for Settlement; and
    - (iii) a day in the period 27 to 31 December (inclusive);
  - (i) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
  - (j) **“Contract Date”** or **“Date of Contract”** means:
    - (i) the date inserted in the Reference Schedule as the Contract Date; or
    - (ii) if no date is inserted, the date on which the last party signs this contract;
  - (k) **“Court”** includes any tribunal established under statute.
  - (l) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
  - (m) **“Encumbrances”** includes:
    - (i) unregistered encumbrances;
    - (ii) statutory encumbrances; and
    - (iii) Security Interests.
  - (n) **“Essential Term”** includes, in the case of breach by:
    - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
    - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential.
  - (o) **“Extension Notice”** means a notice under clause 6.2(1);
  - (p) **“Financial Institution”** means a Bank, building society or credit union;
  - (q) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;**“GST”** means the goods and services tax under the GST Act;
  - (r) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
  - (s) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.
- (t) **“Improvements”** means all fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
  - (u) **“Keys”** means keys, codes or devices in the Seller’s possession or control for all locks or security systems on the Property or necessary to access the Property;
  - (v) **“Outgoings”** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
  - (w) **“Pest Inspector”** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
  - (x) **“Pool Compliance Certificate”** means:
    - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
    - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
    - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
  - (y) **“PPSR”** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
  - (z) **“Property”** means:
    - (i) the Land;
    - (ii) the Improvements; and
    - (iii) the Included Chattels;
  - (aa) **“Rent”** means any periodic amount payable under the Tenancies;
  - (bb) **“Reserved Items”** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
  - (cc) **“Security Interests”** means all security interests registered on the PPSR over Included Chattels and Improvements;
  - (dd) **“Services”** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
  - (ee) **“Smoke Alarm Requirement Provision”** has the meaning in section 104FRA of the *Fire and Emergency Services Act 1990*;
  - (ff) **“Transfer Documents”** means:
    - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
    - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
  - (gg) **“Transport Infrastructure”** has the meaning defined in the *Transport Infrastructure Act 1994*; and
  - (hh) **“Withholding Law”** means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

### 2. PURCHASE PRICE

#### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

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

**2.2 Deposit**

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2.(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

**2.3 Investment of Deposit**

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer, and
  - (2) it is lawful to do so:
- the Deposit Holder must:
- (3) Invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

**2.4 Entitlement to Deposit and Interest**

- (1) The party entitled to receive the Deposit is:
    - (a) if this contract settles, the Seller;
    - (b) if this contract is terminated without default by the Buyer, the Buyer; and
    - (c) if this contract is terminated owing to the Buyer's default, the Seller.
  - (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
  - (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
  - (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.
- 2.5 Payment of Balance Purchase Price**
- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
  - (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
    - (a) includes a cheque drawn by a building society or credit union on itself;
    - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
  - (3) If both the following apply:
    - (a) the sale is not an excluded transaction under s14-2-15 of the Withholding Law; and
    - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:

- (i) an ATO Clearance Certificate; or
- (ii) a variation notice under s14-2-35 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

- then:
- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-2-15 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Land and Improvements; and
  - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer, in which case the market value of the Land and Improvements will be as stated in the valuation.
- If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount;
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.
- 2.6 Adjustments**
- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
    - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
    - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.

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- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
- (a) for those paid, on the amount paid;
- (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
- (c) for those not assessed:
- (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
- (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for Land tax assessed on the Land for the financial year current at the Settlement Date. If Land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement. Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
- (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
- (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and

- (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

### 3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
- (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
- (2) the finance condition has been either satisfied or waived by the Buyer.

- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

- 4.2 The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (b) clause 4.1 has been either satisfied or waived by the Buyer.

- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.

- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

### 5. SETTLEMENT

#### 5.1 Time and Date

- (1) Settlement must occur:
- (a) between 9am and 4pm AEST on the Settlement Date; and
- (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.

- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

#### 5.2 Transfer Documents

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

#### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
- (a) unstamped Transfer Documents capable of immediate registration after stamping; and

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- (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
    - (iv) a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
      - (i) the Seller has done this before settlement; or
      - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
  - (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- 5.4 Assignment of Covenants and Warranties**  
At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the tenants under the Tenancies;
  - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
  - (3) manufacturers' warranties regarding the Included Chattels; and
  - (4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.
- 5.5 Possession of Property and Title to Included Chattels**  
On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.
- 5.6 Reservations**
- (1) The Seller must remove the Reserved Items from the Property before settlement.
  - (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
  - (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
  - (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).
- 5.7 Consent to Transfer of State Lease**
- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
  - (2) The Seller must apply for the consent required as soon as possible.
  - (3) The Buyer must do everything reasonably required to help obtain this consent.
- 6. TIME**
- 6.1 Time of the Essence**  
Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.
- 6.2 Extension of Settlement Date**
- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
  - (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
  - (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an

**6.3 Delay Event**

- (4) Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
  - (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
    - (a) by agreement of the parties; or
    - (b) under clause 6.3 or 11.4,
 but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.
- 6.3 Delay Event**
- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
    - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
    - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
  - (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
  - (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
  - (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
  - (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle:
    - (a) that the Suspension Period has ended;
    - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
    - (c) that time is of the essence.
  - (7) When Notice to Settle is given, time is again of the essence of the contract.
  - (8) In this clause 6.3:
    - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
    - (b) "**Delay Event**" means:
      - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
      - (ii) riot, civil commotion, war, invasion or a terrorist act;
      - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
      - (iv) compliance with any lawful direction or order by a Government Agency; or
      - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
    - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
    - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
    - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

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**7. MATTERS AFFECTING THE PROPERTY**

- 7.1 Title**  
The Land is sold subject to:
- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
  - (2) the Conditions of the Crown Lease (if leasehold).
- 7.2 Encumbrances**  
The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.
- 7.3 Requisitions**  
The Buyer may not deliver any requisitions or enquiries on title.
- 7.4 Seller's Warranties**
- (1) The Seller's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer:
    - (a) in this contract; or
    - (b) in writing before the Buyer signed this contract.
  - (2) The Seller warrants that, at the Contract Date:
    - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
    - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
    - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
    - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
    - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
  - (3) The Seller warrants that, at settlement:
    - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
    - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
    - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
    - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
  - (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
  - (5) The Seller does not warrant that the Present Use is lawful.
- 7.5 Survey and Mistake**
- (1) The Buyer may survey the Land.
  - (2) If:
    - (a) there is an error in the boundaries or area of the Land;
    - (b) there is an encroachment by structures onto or from the Land;
    - (c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or
    - (d) there is a mistake or omission in describing the Property or the Seller's title to it,
 which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
  - (3) If a matter referred to in clause 7.5(2) is:
    - (a) immaterial; or
    - (b) material, but the Buyer elects to complete this contract, the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
  - (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

**7.6 Requirements of Authorities**

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
    - (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
    - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
  - (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
  - (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
    - (a) the Seller must comply with the notice or order; and
    - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
 unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
  - (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
    - (a) in this contract; or
    - (b) in writing before the Buyer signed this contract.
- 7.7 Property Adversely Affected**
- (1) If at the Contract Date:
    - (a) the Present Use is not lawful under the relevant town planning scheme;
    - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
    - (c) access to the Land passes unlawfully through other land;
    - (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
    - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
    - (f) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
    - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
    - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
    - (i) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,
 and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.
  - (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
  - (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PSRS relating to the Property.
- 7.8 Compliant Smoke Alarms**
- (1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
  - (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).
- 7.9 Dividing Fences**  
Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

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**8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT**

**8.1 Risk**

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

**8.2 Access**

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

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

**8.3 Seller's Obligations After Contract Date**

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

**8.4 Information Regarding the Property**

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Land; and
- (5) further copies or details if those previously given cease to be complete and accurate.

**8.5 Possession Before Settlement**

If possession is given before settlement:

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

**9. PARTIES' DEFAULT**

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

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

**9.2 If Seller Affirms**

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

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

**9.3 If Buyer Affirms**

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

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

**9.4 If Seller Terminates**

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

- (1) resume possession of the Property;

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

**9.5 If Buyer Terminates**

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

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

**9.6 Seller's Resale**

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

**9.7 Seller's Damages**

- (2) Any profit on a resale belongs to the Seller.

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

**9.8 Buyer's Damages**

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

**9.9 Interest on Late Payments**

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

**10. GENERAL**

**10.1 Seller's Agent**

The Seller's Agent is appointed as the Seller's agent to introduce a buyer.

**10.2 Foreign Buyer Approval**

The Buyer warrants that either:

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

**10.3 Duty**

The Buyer must pay all duty on this contract.

**10.4 Notices**

Notices under this contract must be in writing.

- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day")

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- and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

**10.5 Business Days**

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

**10.6 Rights After Settlement**

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

**10.7 Further Acts**

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

**10.8 Severance**

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

**10.9 Interpretation**

**(1) Plurals and Genders**

- (a) Reference to:
  - (i) the singular includes the plural and the plural includes the singular;
  - (ii) one gender includes each other gender;
  - (iii) a person includes a body corporate; and
  - (iv) a party includes the party's executors, administrators, successors and permitted assigns.

**(2) Parties**

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.

- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

**(3) Statutes and Regulations**

Reference to statutes includes all statutes amending, consolidating or replacing them.

**(4) Inconsistencies**

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

**(5) Headings**

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

**(6) Calculating Time**

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

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

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

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

**10.10 Counterparts**

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

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

**11. ELECTRONIC SETTLEMENT**

**11.1 Application of Clause**

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

**11.2 Completion of Electronic Workspace**

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.

- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

**11.3 Electronic Settlement**

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c),(e) and (f); and
  - (b) clause 2.5(5)(d) and (e),
 (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation. The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), and (e) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

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- (b) in relation to any other document or thing, the Seller's Solicitor:
  - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
  - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

#### 11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
  - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 11.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

#### 11.7 Definitions for clause 11

- In clause 11:
- “**Digitally Sign**” and “**Digital Signature**” have the meaning in the ECNL.
  - “**ECNL**” means the Electronic Conveyancing National Law (Queensland).
  - “**Electronic Conveyancing Documents**” has the meaning in the *Land Title Act 1994*.
  - “**Electronic Lodgement**” means lodgement of a document in the Land Registry in accordance with the ECNL.
  - “**Electronic Settlement**” means settlement facilitated by an ELNO System.
  - “**Electronic Workspace**” means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.
  - “**ELNO**” has the meaning in the ECNL.
  - “**ELNO System**” means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.
  - “**Financial Settlement**” means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

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“**Financial Settlement Schedule**” means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

“**Qualifying Conveyancing Transaction**” means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction.

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

- If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:
- (a) agree to enter into this contract in electronic form; and
  - (b) consent to either or both parties signing the contract using an Electronic Signature.

### 12.2 Pre-contract Disclosure

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

## Schedule 1 Special Conditions

### 1 Definitions

In this Contract, the following definitions will apply:

<b>Architect</b>	means the architect nominated by the Seller for the purpose of any clause of this Contract
<b>Building Works</b>	means any works carried out on the Land in the nature of construction or alteration of: <ul style="list-style-type: none"><li>(a) the dwelling;</li><li>(b) fences;</li><li>(c) retaining walls;</li><li>(d) external signs or hoarding;</li><li>(e) external floodlights or spotlights;</li><li>(f) external fittings;</li><li>(g) gardens and landscaping; and</li><li>(h) any other improvement on the Land.</li></ul>
<b>Buyer</b>	includes any person authorised to act on behalf or who is acting on behalf of the Buyer.
<b>Claim</b>	means a claim, action, proceeding, damage, cost, loss, expense or liability however arising whether present, unascertained, immediate, future or contingent.
<b>Contract</b>	means the REIQ Contract for Houses and Residential Land (17th Edition), Reference Schedule, Standard Conditions and Schedules
<b>Developer</b>	means Lend Lease Communities (Yarrabilba) Pty Ltd and includes any person authorised to act on behalf of the Developer or who is acting on behalf of the Developer
<b>Development</b>	means the development of Yarrabilba by the Developer
<b>Estate</b>	means the estate being developed within the Development.
<b>Guarantee</b>	means the guarantee and indemnity annexed to this Contract as Schedule 2.
<b>Local Authority</b>	means the local government having jurisdiction over the Land
<b>Protective Covenants</b>	means the protective covenants as amended by the Developer from time to time including but not limited to covenants relating to the construction, installation, alteration, renovation or repair of any dwelling, other buildings, driveway, fencing, landscaping or any other improvements along with any bushfire management plan annexed to this contract as Schedule 4.

- Seller** includes any person authorised to act on behalf or who is acting on behalf of the Seller.
- Services** means water supply, electricity, gas, sewerage and telephone services.
- Special Conditions** means these conditions and schedules.
- Standard Conditions** means the printed REIQ Terms of the Contract for Houses and Land (16th Edition) forming part of this Contract.
- Yarrabilba** means any part of the development area known as Yarrabilba which is declared by the Urban Land Development Authority ("ULDA") established under the Urban Land Development Authority Act 2007 (Qld) (now repealed) and is identified by on the Yarrabilba UDA Regulatory Map published by the UDLA and which is developed (or to be developed) by the Developer.

## 2 Amendments to Standard Conditions

### 2.1 The Standard Conditions are amended as follows:

- (a) Standard condition 1.1(m)(iii) is deleted;
- (b) Standard Condition 1.1(v) is amended by including the following paragraph:
- "To avoid doubt, as the Land is within a Priority Development Area under the Economic Development Act 2012 (Qld) (formerly an Urban Development Area which was administered by the Urban Land Development Authority), 'Outgoings' includes a Special Infrastructure Levy which will be levied and/or collected by the Local Government. This charge will be reviewed annually and increased each July."*
- (c) Standard Conditions 2.3, 2.4(2) and 2.4(4) (investment of deposit) are deleted;
- (d) The words "and interest" in Standard Condition 2.4(3) are deleted;
- (e) Clauses 2.6(1) – 2.6(14) inclusive are deleted and replaced with the following:
- "2.6*
- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.*
- (2) All Outgoings under clause 2.6(1) must be apportioned as at Settlement Date.*
- (3) Apportionment of Outgoings with respect to those which have been paid will be adjusted on the amount paid.*
- (4) Unpaid Rent, as at the Settlement Date, will not be adjusted until paid.*
- (5) Land tax will be apportioned on the actual Land tax amount for which the Seller would be liable.*
- (6) If a separate assessment for any of the Outgoings has not issued in respect of the Land, such adjustment shall be made in the proportion which the area of the Land bears to the area of the land for which the assessment is issued;*

- (7) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed for the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for any water meter reading.
- (8) The Buyer is responsible for the costs of all bank cheques payable at settlement.
- (9) If:
  - (a) there is no separate assessment of outgoings at the Settlement Date;
  - (b) any Outgoings are assessed, but unpaid at the Settlement Date; or
  - (c) the Buyer is unable to obtain a land tax clearance for the land, then the Buyer must accept an undertaking from the Seller, that it will pay its proportion of any Outgoings up to and including the Settlement Date, and no adjustments will be made at Settlement.
- 2.2 The words "If requested by the Seller, the Buyer must promptly provide the Seller with copies of all documentation relating to the Buyer's application for finance" are inserted at the end of Standard Condition 3.1;
- 2.3 Standard Condition 5.4 is deleted;
- 2.4 Standard condition 7.4(4) is amended by inserting the words "and the Buyer is materially adversely affected by the warranty not being correct" after the words "clause 7.4(2) or 7.4(3)";
- 2.5 Standard Condition 7.9 is deleted and a new condition 7.9 is inserted as follows:

*"The Seller need not contribute to the cost of building any retaining wall or dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to Claim contribution from the Seller and indemnifies the Seller in respect of any Claim relating to any retaining wall or the fencing of the Land."*
- 2.6 Standard Condition 8.1 is deleted and a new condition 8.1 is inserted as follows:

*"The Land is at the risk of the Seller until settlement."*
- 2.7 The following words are inserted at the end of Standard Condition 10.2:

*"The Buyer indemnifies the Seller against any Claim, damage, loss, liability, cost, change, expense, outgoing or payment which the Seller suffers or incurs as a result of a breach of this warranty."*
- 2.8 Standard Condition 11.6 is deleted and replaced with the following:

**'The Buyer must pay all fees and charges associated with the use of PEXA for the Electronic Settlement of this Contract'.**
- 3 Intentionally not used
- 4 Intentionally not used
- 5 Intentionally not used

- 6 **Intentionally not used**
- 7 **Development**
- 7.1 **The Buyer acknowledges that:**
- (a) the Seller is not developing the Development;
  - (b) the Estate may be developed in stages;
  - (c) further development of the Development may not necessarily take the form of the development shown in any plan, diagram, drawing or illustration and is subject to change; and
  - (d) the Development may not be complete by the Settlement Date.
- 7.2 **The Developer and its authorised representatives may at any time enter onto the Land to undertake works of any kind necessary or incidental to the development of the Estate including:**
- (a) carrying out all necessary excavation, general earth works and construction works;
  - (b) installing, repairing, stopping, maintaining and adjusting any Services to the Land; and
  - (c) installing, maintaining and inspecting any utility infrastructure and utility services.
- 7.3 **The Developer may, in its absolute discretion:**
- (a) complete all or part of the Estate in stages or as the Developer otherwise determines;
  - (b) apply for any approvals or other authorisations which the Developer considers necessary;
  - (c) sell, transfer or otherwise dispose of all or any part of the Development;
  - (d) vary the number of lots, the size of the lots, the amount of open space, community facilities, roads, footpaths, landscaping, fencing, public areas, roads or other features in the Development;
  - (e) use or authorise the use of any lot in the Development as a display home; or
  - (f) change the Development in any other respect.
- 7.4 **The Buyer takes the Land "as is" including any requirements for retaining, benching or other Local Authority requirements including any off-maintenance requirements.**
- 7.5 **The Buyer accepts the Land regardless of its soil classification, conditions or whether it contains fill or otherwise.**
- 7.6 **The Buyer must not make any Claim, delay settlement, refuse to settle or withhold any part of the Balance Purchase Price due to any of the rights in this special condition being exercised. The Buyer acknowledges that:**
- (a) it is reasonably necessary to protect the legitimate interests of the Seller and the Developer;
  - (b) it may be required by the Local Authority or developer and outside of the Seller's and Developer's control;
  - (c) third parties will be engaged to construct the estate and any contract will contain similar requirements;



(d) any dispute relating to the Lot is most appropriately dealt with after Settlement has occurred.

## **8 Building Covenants**

### **8.1 The Buyer acknowledges that:**

- (a) it is in the Buyer's interest for the Developer to control the quality of all building work within Yarrabilba;
- (b) the Protective Covenants form part of this Contract; and
- (c) in consideration of the Seller entering into this Contract, the Buyer agrees to be bound by and comply with the Protective Covenants.

### **8.2 In consideration for the Buyer entering into this Contract the Buyer covenants and agrees with the Seller/Developer to the terms of the building guidelines attached and marked Schedule 3.**

### **8.3 The Buyer acknowledges receiving a copy of the Protective Covenants, accepts the terms of the Protective Covenants and agrees:**

- (a) To be bound by the approval procedure and the building requirements contained in the Protective Covenants; and
- (b) That the enforceability of the covenants given to other buyers of any land in the Development is at the discretion of the Developer.

### **8.4 The Developer may amend the covenants obtained in other land releases in Yarrabilba, provided that the amended covenants are consistent with the development objectives of the Developer.**

### **8.5 If the Buyer proposes to transfer the Land to a subsequent buyer, the Buyer must obtain the consent of the Developer to that transfer.**

### **8.6 The Buyer covenants and agrees not to sell, transfer, dispose of, lease or in any other way part with possession of the Land without first obtaining a covenant from any assignee agreeing to be bound by the building guidelines.**

### **8.7 The Buyer acknowledges that the Seller/Developer has the right to vary, exclude or elected not to enforce any of the building guidelines in respect of any Property. The Buyer specifically absolves the Seller from any liability of any nature for any action taken in varying, electing not to enforce or excluding any building guidelines.**

### **8.8 The Buyer must not:**

- (a) Allow any material of any unsightly nature on the Land;
- (b) Install an incinerator on the Land;
- (c) Subject to suitable waste management on the land, place any article for the disposal or storage of garbage on the Land;
- (d) Without the Developer's written consent, remove any trees from the Land;
- (e) Place any caravan, tent or other similar living shelter on the Land;
- (f) Allow any building previously erected on any other land to be erected on the Land;
- (g) Suspend or permit any contractor carrying out the Building Works to suspend the carrying out of substantial construction in relation to the Building Works for a period of more than 3 months;

- (h) Park any vehicle or place any object between the front building line of the Building Works any the front boundary of the Land which the Developer considers will cause nuisance or annoyance in Yarrabilba or is likely to detract from the amenity of Yarrabilba.

**9 Boundary Fencing**

Where prior to Settlement, the Developer constructs a boundary fence on the Land, the Buyer shall reimburse the Seller for any costs payable by the Seller's contract with the Developer in relation to the construction of the fence. If such fence is constructed prior to Settlement, the Buyer will pay the Seller the contribution at the time of Settlement. If the fence is constructed after settlement, then the Buyer will pay the contribution within 14 days of receiving a request from the Seller.

**10 Trustee/Company**

**10.1 If the Buyer is a trustee, the Buyer warrants to the Seller that the Buyer:**

- (a) has the power to enter into this Contract;
- (b) enters into this Contract solely for the benefit of the beneficiaries of the trust and that the Buyer will not do anything which may prejudice the trustee's right of indemnity in any way;
- (c) has done everything necessary to ensure that the Seller is indemnified by the trust against any liability under this Contract;
- (d) will provide copies of trust documentation promptly when requested by the Seller; and
- (e) will not allow any variation or resettlement of the trust before settlement.

**10.2 In the event that the Buyer is a company or trustee, this Contract shall not be deemed to be final and binding upon the Seller and shall be voidable at the option of the Seller unless and until the form of Guarantee contained in Schedule 2 has been executed as a deed by the directors and shareholders of the Buyer or trustee, but notwithstanding that such Guarantee has not been executed this Contract shall be final and binding upon the Buyer. This Special Condition has been inserted for the sole benefit of the Seller.**

**10.3 In the case where the original Buyer hereunder is the trustee of a trust the Purchaser shall disclose the fact to the Seller prior to the execution of this Contract by the Seller and shall also provide the Seller with any other information which the Seller may require relating to the financial standing of the trust and in the absence of any such disclosure the Buyer shall be deemed to have purchased the Land both in its own right and for the trust.**

**11 Default Termination**

**11.1 If the Buyer breaches a term of the Contract, the Seller may elect to terminate the Contract by written notice to the Buyer. The Seller is entitled to claim damages from the Buyer for any loss suffered by the Seller as a result of the Buyer's breach, including its legal costs on an indemnity basis.**

**11.2 The Buyer indemnifies and shall keep indemnified the Seller against all Claims, costs, damages, expenses, outlays and charges arising out of or incidental to the exercise of the Seller's rights pursuant to this Special Condition.**

**11.3 Without limiting the Seller's rights under this Contract, the Seller may terminate this Contract by written notice to the Buyer:**

- (a) any Local Authority approval is not given, revoked or changed;

- (b) the Buyer, being a natural person:
  - (i) dies;
  - (ii) becomes incapable of managing his or her own affairs due to unsoundness of mind; or
  - (iii) is declared bankrupt or enters into any scheme with, or makes any assignment of his or her estate to the benefit of his or her creditors; or
- (c) the Buyer, is a company:
  - (i) resolves to go into liquidation;
  - (ii) has a petition for its winding up presented and is not withdrawn within 30 days of presentation;
  - (iii) enters into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation; or
  - (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed.
- (d) the Guarantors fail to give the guarantees required by this Contract; and
- (e) the Seller at any time does not in its sole discretion believe that it can obtain a satisfactory profit margin on the Land in all the circumstances applicable at the time of termination.

**12 Entire Agreement**

**12.1 The parties warrant that this Contract:**

- (a) contains the entire agreement and understanding between the parties on all things connected with the subject matter of this Contract; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

**12.2 Each party has entered into this Contract without relying on any representation (whether written or oral) by any other party or any person purporting to represent that party, save for those representations which are expressly contained in this Contract. Any discussions or negotiations held, statements which are expressly contained in this Contract, plans, drawings, diagrams or pictures made or given to the Buyer prior to the execution of this Contract do not form part of the Contract.**

**12.3 The Buyer confirms that it:**

- (a) has obtained its own independent financial and accounting advice in relation to the purchase of the Land in relation to the effect of any GST that may be applicable;
- (b) has carried out and is relying on its own inspections, investigations and enquiries in relation to the Land;
- (c) is purchasing the Property on an "as is where is" basis and warrants to the Seller that it:
  - (i) has entered into this Contract on the basis of its own investigations regarding the Development and the Property;
  - (ii) has not relied on any representations given by the Seller or any person purporting to represent the Seller;

- (iii) accepts the Land in its current state, including all of the matters disclosed by the Seller in relation to the Development and the Land; and
  - (iv) the Buyer has received any required disclosures under the Property Occupations Act 2014 (Qld) (if applicable).
- 13 **Telecommunications Agreement**
- 13.1 **The Buyer acknowledges that the Developer may (but is not required to) enter into an agreement with a telecommunications provider (Service Provider), under which the Service Provider will install, operate and maintain a broadband fiber optic cable system for data transfer and the provision of telecommunications to the Land (Telecommunication System).**
- 13.2 **In order to maintain the benefit of the Telecommunications System, the Buyer may then be required to carry out works and install additional infrastructure to connect the improvements on the Land to the Telecommunications System.**
- 13.3 **The Buyer acknowledges that the additional infrastructure will be owned and operated by the Service Provider and that the Developer and Seller:**
  - (a) Are not liable for the repair, maintenance or performance of the Telecommunications System;
  - (b) Has no control over the performance of the Telecommunications System;
  - (c) Is not responsible for the supply of any service or data that may be supplied through the Telecommunications System; and
  - (d) Has not made any representation or warranties in relation to the performance of the Telecommunications System.
- 14 **No Caveat**

The Buyer must not lodge a caveat over the Land.
- 15 **Severability**

If any term, requirement, covenant or condition of this Contract or the application of that provision to any person or circumstances is or becomes invalid or unenforceable for any reason, the remaining terms, requirements, covenants and conditions of this Contract will continue to apply and will be valid and enforceable to the fullest extent permitted by law.
- 16 **Variation**

An amendment of or variation to this Contract will not be effective unless it is in writing and signed by (or on behalf of) both parties.
- 17 **Waiver**

A delay or omission in exercising any right granted to the Seller will not be deemed to be a waiver of any continuing breach by the Buyer, or a waiver of any future similar breach. To be effective, any waiver by the Seller must be in writing and signed by or on behalf of the Seller and will only be effective to the extent specified.
- 18 **Approvals and Encumbrances**
- 18.1 **The Buyer acknowledges that the approvals obtained for the development of the Development contain conditions which affect the Land. The Buyer agrees that it is bound by the conditions of the approvals.**

- 18.2 Without limiting the above Special Condition, the Buyer takes the Land subject to any conditions imposed by the Local Authority under any approval, any easements, truncations, and covenants, whether in favour of the Local Authority or any other entity.**
- 18.3 The Buyer acknowledges that it is purchasing the Land, and that it will accept title to the Land, subject to:**
- (a) Any encumbrance or easement (whether burdening or benefiting the Land); and
  - (b) Any easement, covenant, vegetation protection order or other right granted to or required by the Local Authority or any other governmental agency pursuant to the approvals or otherwise or as required for sealing and registration of the Plan (whether burdening or benefiting the Land).
- 18.4 The Buyer is not entitled to bring any Claim, raise any objection, refuse to settle, delay settlement or withhold any part of the Balance Purchase Price in respect of any of the conditions of the approvals or any encumbrances on the Land under this special condition 18.**
- 19 Facsimile/Email Signing**
- The Contract may be entered into by and become binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other (or a photocopy, facsimile or email copy of the Contract) and transmitting a facsimile or email copy to the other party's agent or solicitor and the Contract shall thereupon be binding on the parties.
- 20 Company Charge**
- Any charge, encumbrance, debenture or Security Interest registered in respect of the Seller or Developer is not an Encumbrance for the purposes of this Contract and the Buyer must not object to any such charge or debenture and the Buyer agrees that the Seller is not required to produce a release of such charge, debenture or security interest (even a partial release) at settlement.
- 21 Special Conditions Preval**
- The provisions of these Special Conditions override the provisions of any Standard Conditions to the extent of any inconsistency.
- 22 GST**
- 22.1 For the purposes of this Special Condition:**
- (a) GST has the same meaning as given to it in the GST Act; and
  - (b) GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 22.2 Despite any other term:**
- (a) GST is included in the Purchase Price; and
  - (b) the parties agree that if possible, the margin scheme as defined in Division 75 of the GST Act will be applied;
  - (c) the Seller makes no warranty that the margin scheme can be applied.

## Schedule 2 Guarantee

In consideration of the Seller entering into a contract of sale ("**the Contract**") with the Buyer(s) for the Property we,

JULIE CLARE WORRALL of JCWPCW PROPERTY SERVICES PTY LTD A.C.N 655 515 441 ATF WORRALL2021 HOLDING TRUST  
\_\_\_\_\_ of \_\_\_\_\_

provide this Guarantee to the Seller on the following terms: [the Guarantors]

### 1.1 Indemnity

- (a) The Guarantor indemnifies (and must keep indemnified) the Seller from and against all Claims and Liabilities which the Seller may incur by reason of any default of the Buyer under this document.
- (b) If the Buyer defaults in the payment of money under this document, the Guarantor must on demand immediately pay the outstanding amount to the Seller.
- (c) If the Buyer fails to perform or observe any of its obligations under this document other than an obligation concerning the payment of money, the Guarantor must, immediately on demand, without limitation to the Seller's rights, compensate the Seller for that failure in full.

### 1.2 Acknowledgements

- (a) The Guarantor acknowledges that:
  - (i) the guarantee and indemnity given in this clause 5 is a continuing one which will not be affected by part payment or part performance by the Buyer;
  - (ii) notwithstanding the relationship between the Guarantor and the Buyer, as between the Guarantor and the Seller, the Guarantor is liable as a principal and as a primary debtor for the payment of all money required to be paid under this document; and
  - (iii) liability to the Seller will not be affected by:
    - A. the Seller granting to the Buyer or the Guarantor any time or other indulgence;
    - B. the Seller agreeing not to sue the Buyer or the Guarantor
    - C. the failure of the Buyer to execute this document;
    - D. the failure of the Seller to first demand payment from the Buyer;
    - E. the winding up of the Buyer;
    - F. the death or bankruptcy of one or more of the Guarantor; or
    - G. that payment required to be made by the Buyer to the Seller cannot be legally enforced against the Buyer.

(b) The Guarantor must not compete with the Seller for any dividend or distribution in the event of the Buyer being declared insolvent, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and Liabilities.

---

**SIGNED SEALED AND DELIVERED BY JULIE CLARE WORRALL IN THE PRESENCE OF**



Signature of Witness



Signature of JULIE CLARE WORRALL

Print Name of Witness

---

**SIGNED SEALED AND DELIVERED by ## IN THE PRESENCE OF**



Signature of Witness



Signature of \_\_\_\_\_

Print Name of Witness

## **Schedule 3      Building Covenants**

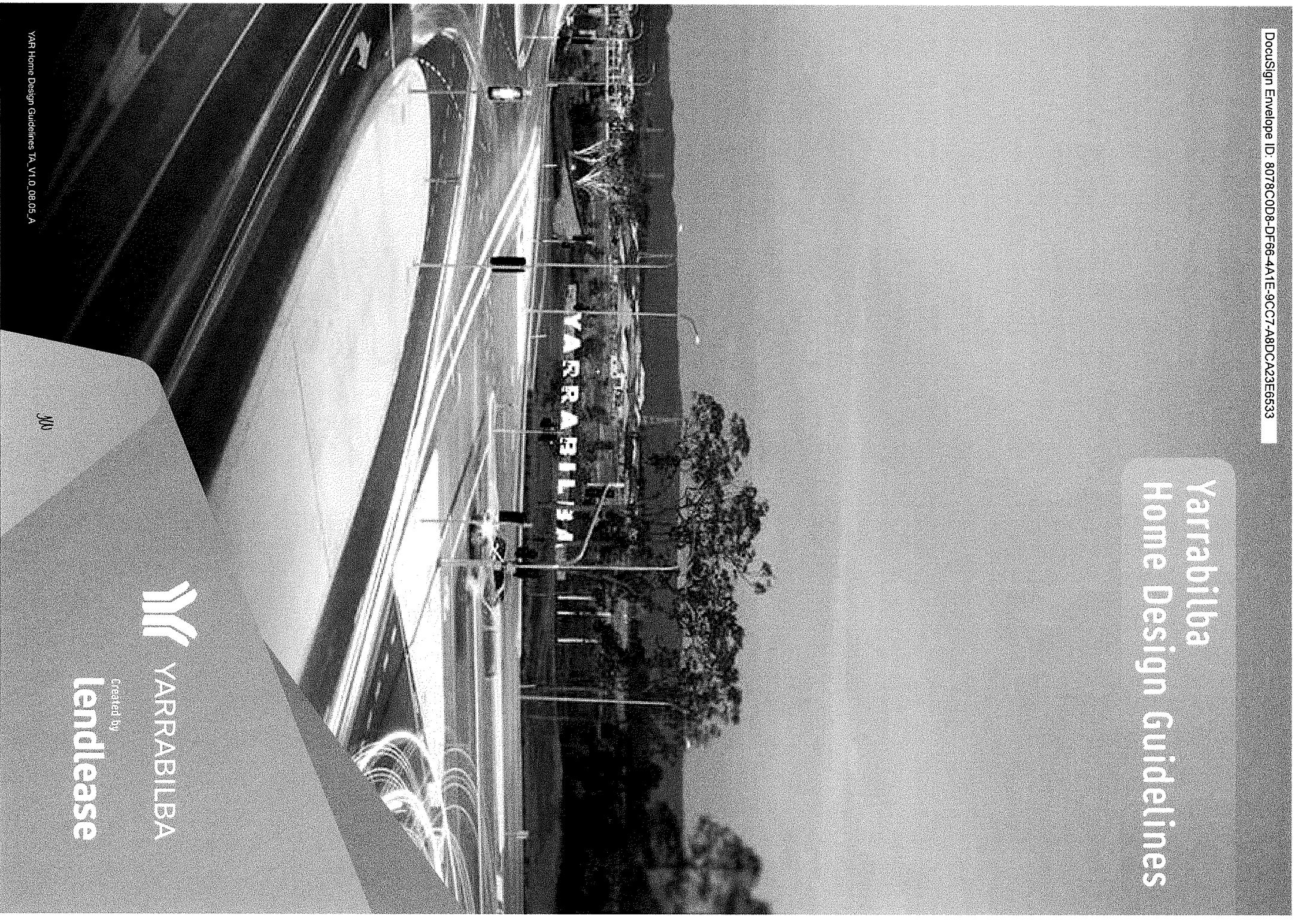
Special Conditions

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13



# Yarrabilba Home Design Guidelines



YARRABILBA

Created by

**lendlease**

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# INTRODUCTION

## Community Vision

Yarrabilba will fuse the beauty of the natural environment with the convenience of a modern urban community that provides places to live, learn, work and play. The parks, streets and community facilities will be designed to optimise community interaction, while the mix of education, retail, mixed use and jobs provided in the community allows all of life's activities to take place in the community.

Everyone who builds at Yarrabilba helps to make the streets and parks a great place to live and an attractive part of the pedestrian, cycle and open space network. These Home Design Guidelines set down requirements for all single residential lots and allow your home and landscape to be a positive influence on the great streets and parks at Yarrabilba.

## Yarrabilba Home Design Guidelines

These Home Design Guidelines set out the minimum requirements for new homes and their front yard landscapes in Yarrabilba. They are a condition of your Contract of Sale and apply in addition to any other statutory requirements. All building and landscape designs must be approved by Lendlease prior to obtaining your Building Approval.

Some blocks in Yarrabilba have special requirements for the home and landscape; these requirements seek specific outcomes for homes in key locations throughout the community. Blocks with special requirements are defined on the Sales Plans and require both these Home Design Guidelines and the special requirements to be met.

Additional information is included in your Contract of Sale covering the number of dwellings permitted on your block; plan approval and building times; the period these Home Design Guidelines apply; site maintenance requirements prior to building; and Lendlease supplied fencing.

If you have any questions regarding the requirements in these guidelines, contact Lendlease on 07 3027 3237 or at [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) to see how we can help.

Lendlease encourages diverse and innovative design at Yarrabilba. Any application that is not in accordance with the Home Design Guidelines but exhibits positive community and design outcomes may be granted approval.

## Compliance Bond

A \$1,000 Compliance Bond is required to be paid at the time of signing the paperwork for the purchase of your block of land to ensure adherence to the Yarrabilba Home Design Guidelines.

The compliance bond is placed into a trust fund and once you have completed all works you can apply for this bond to be returned. Any forfeited bonds will get reinvested into Yarrabilba through landscape works that will benefit the broader community.

If a builder purchases land and enters a house and land contract with a third party, the builder is responsible for the payment of the compliance bond to Lendlease and for requesting reimbursement. The builder may not pass this responsibility onto the third party without prior written consent of Lendlease.

After checking that you've met all the conditions outlined on the compliance bond checklist on page 15, fill in the compliance bond return form on page 16 and return it to Lendlease to organise your compliance bond inspection.

## Fibre Optic Connection

At Yarrabilba, fibre optic cable is installed into every street to provide access to high speed internet, free to air television and telecommunication services.

This service, provided by Opticomm, has specific requirements regarding connections. For more information visit [www.opticomm.net.au](http://www.opticomm.net.au) or contact 1300 137 800.



# DESIGN APPROVAL PROCESS

You must receive Design Approval for your home and landscape plans from Lendlease prior to obtaining any relevant building approvals. Assistance is available to help you through each step of the approval process, call Lendlease on 07 3027 3237 or email [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com)

**1. Design your home:**  
While designing or selecting your home, work through the Yarrabilba Home Design Guidelines with your selected builder or architect.

**2. Submit plans for Design Approval:**  
Complete the checklist and Design Approval Form included on pages 13 and 14 of this document and submit it with your plans at [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) or through the Lendlease Builder Hub at [www.lendleasebuildergathub.com.au](http://www.lendleasebuildergathub.com.au)

*You must obtain your Design Approval no later than 12 months after the settlement of your land*

**3. Receive Design Approval:**  
Lendlease will assess and approve your plans once they meet the standards set out in this document. Assuming all required information is supplied and the design complies with these guidelines, approval should take no more than two weeks.

**4. Building Application:**  
Provide a stamped copy of your Lendlease Design Approval as part of your Building Approval Application to your council/building certifier.

**5. Construction:**  
Prior to and during construction your block should be maintained and free of rubbish.

*Construction of your new home and driveway must commence within 18 months and be completed within 30 months of the settlement date of your land*

**6. Moving in:**  
On completion of your house and driveway you can move in.

*Your front garden must be landscaped in accordance with the landscape requirements within six months of moving in.*

**7. Final Approval & Return of Compliance Bond:**  
Once you have completed all works within the required timeframe, complete the compliance bond checklist and form on pages 15 and 16 and return them to Lendlease. Your bond will be returned after an inspection, providing all requirements have been satisfied.

# DESIGN REQUIREMENTS

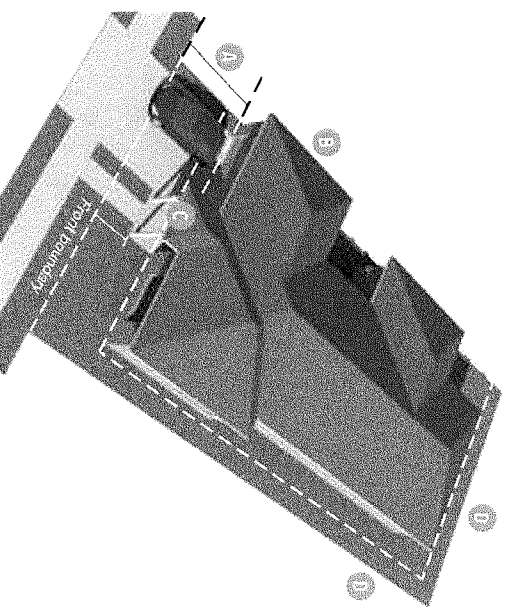
This section outlines the minimum requirements for your home and front yard landscape.

## Setback Plans

Setback Plans are created for each lot in Yarrabilba. Your Setback Plan shows the minimum ground floor setbacks from each boundary of your allotment

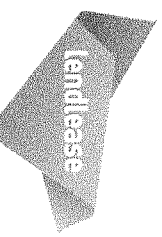
When you lodge your building approval, the approving authority must ensure your home complies with the Setback Plan, so be aware of them as you design or select the home for your block.

Contact Lendlease should you require any further information regarding setbacks.



Typical home built to its setback plan showing:

- A** Setback to garage
- B** Garage built to boundary
- C** Porch projected forward of front wall
- D** Side and rear boundary setback

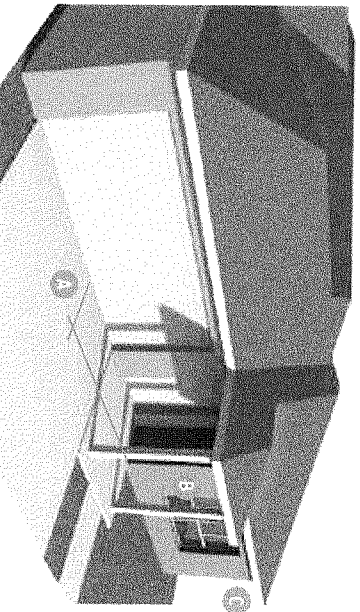


## Facade Design

Great streets include well designed homes and high quality front yard landscaping complementing each other.

### Single storey homes

- Single storey homes must include articulation between the alignment of the front wall and the garage on the primary facade.
- The minimum acceptable alignment variation is 500mm. It is preferred that the garage is setback behind the front wall, however if your garage is the forward protruding element, the maximum distance of protrusion is one metre and the roof above your entry must project forward of the garage roof.



Typical single storey home facade showing:

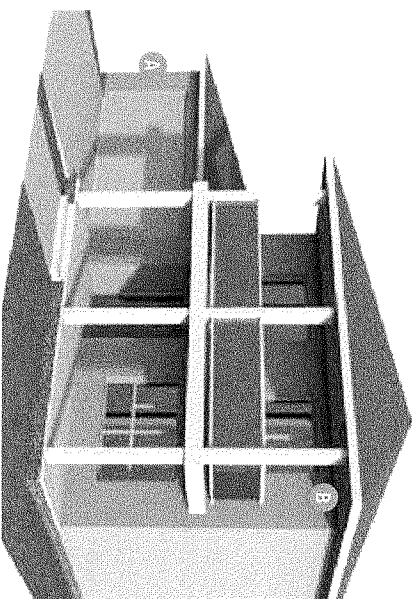
- 1 Step between front wall and garage 500mm to 1 metre
- 2 Covered entry area with roof projecting forward
- 3 Eaves to primary street facade including garage
- 4

### Double storey homes

- Double storey homes which incorporate a minimum depth 1.5 metres covered verandah / balcony to the first floor for at least 40% of the home width do not require articulation between the front wall and the garage.

Many other elements of these design guidelines also impact the design of your facade, for example, the requirements listed in Eaves and Building Materials also apply. Other elements also impact on the aesthetics of your home. You should consider:

- Windows facing the street work best when they complement the house style and make up at least 20% of the front facade.
- Roofed elements such as extended eaves, entries and verandahs forward of the front wall as well as recessed windows and doors, give your house a sense of depth.



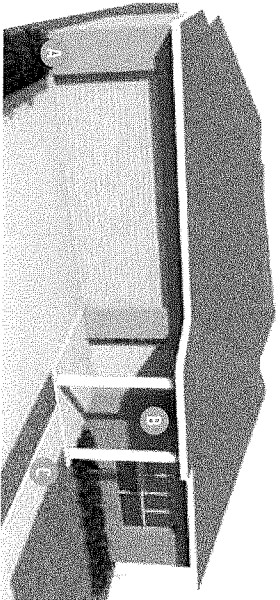
Typical double storey home showing:

- 1 Garage and front not required to be articulated
- 2 Covered verandah minimum 40% of width

## Entry

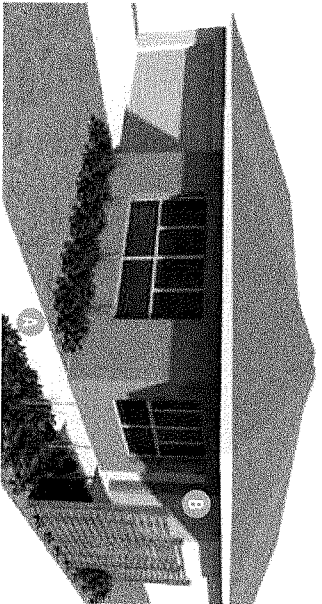
Good home design is welcoming to residents and visitors. Some elements to consider include:

- Ensure your entry is visible to the street and includes a roofed area such as a porch, verandah or portico.
- Highlight the entry by ensuring that the roof over the entry extends forward of the roof of the house.



Typical approach to entry with:

- A Planting base on driveway
- B Covered entry pushed forward
- C Pergola path separate from driveway for safety



Typical side entry:

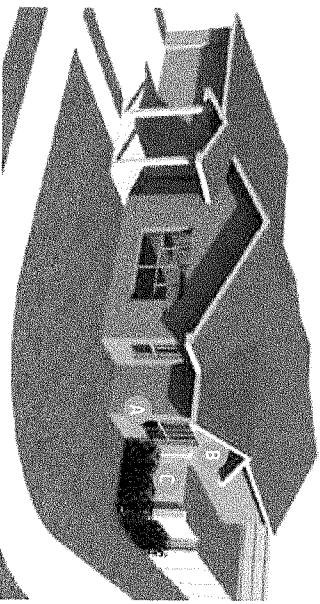
- A Path to highlight front door
- B Covered entry area

## Secondary Frontages

Homes on corners or with park frontage must address both the front and side streets and any frontage visible from a park.

○ Homes on corners or with park frontage must provide feature windows and detailing to match the front elevation along the secondary frontage or extend the detailing of the primary street facade to the front four metres of the secondary frontage.

- Elements to address the detailing requirements within the first four metres shall include the continuation of the front facade's two materials and finishes, or the inclusion of windows, or enhanced planting and fencing.



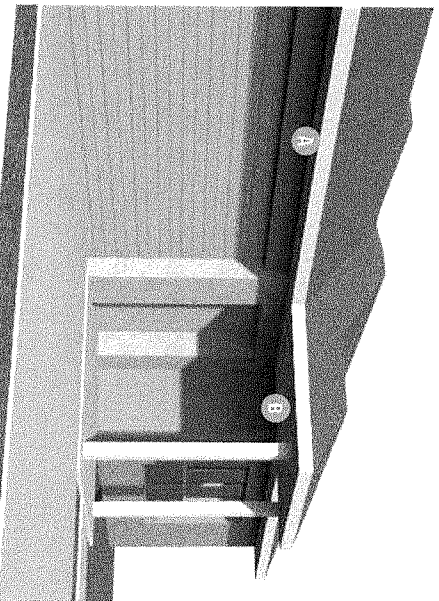
Home on corner lot showing:

- A Primary frontage features continued 4 metres around corner
- B Articulation of roof and walls to secondary frontage
- C Side fencing setback 4 metres behind front wall

## Eaves

Eaves enhance the look of your home, boost solar performance and have a positive impact on the quality of the streetscape. While eaves must be provided to any of your home's frontages visible to a street or park, we recommend that you consider eaves to all aspects of your home.

- Your roof must incorporate 150mm minimum deep eaves to any street or public open space frontage.
- Eaves are required to extend over garage doors, and wrap around a minimum of 1.5 metres from the front wall. Eaves are not required to sections of the facade finished to the boundary, pergola, verandah, parapet or patio.



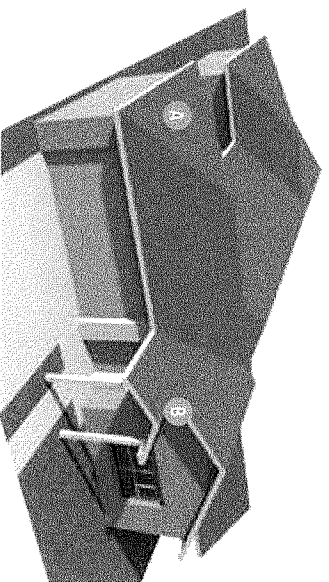
Eaves on the primary frontage of a home over:

- A Eaves above the garage and front wall
- B Entry area roof extended beyond the eaves

## Roof Pitch & Form

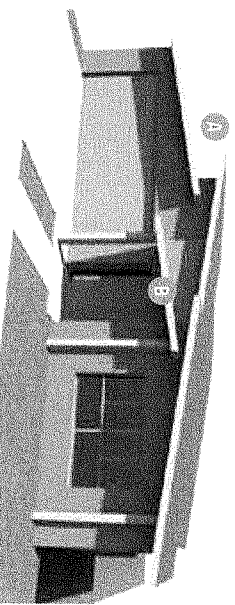
The roof on your home is a significant part of the visual presence that your home contributes to an attractive streetscape.

For your roof to be in balance with your home and others in the street, it is recommended that the pitch of a hip or gable is a minimum of 20 degrees. The pitch of a skillion roof is recommended to be between 7 degrees and 15 degrees. Other roof forms can also be considered where they complement the architectural style of the home and contribute positively to the streetscape.



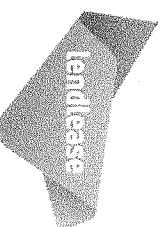
Hip and gable approach to a roof showing:

- A A hip end to the pitched roof form
- B A gable end and entry position with gable



Skillion roof form showing:

- A Counterpoised skillions to give home a sense of balance
- B Skillion over the entry area



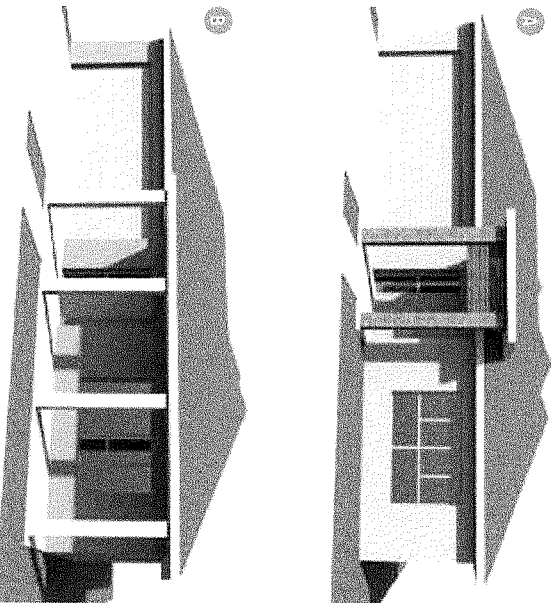
## Building Materials

Building materials that complement the architectural style of your home add greatly to its streetscape appeal.

- Your facade must be shaded by a substantial covered verandah or include at least two different materials or finishes that draw attention to your home's entry and reduce the visual impact of the garage door.
- Unfinished materials including blockwork, highly reflective or unpainted materials are not permitted. All external surfaces are to be in a finished state (painted or coated) prior to the occupation of your home.
- Steel roofing materials of any profile cannot be used as the predominant wall material of your home.

Other elements to consider include:

- Highly reflective window tints detract from the look of your home and should not be used to any street facing frontages.
- Built elements in the landscape such as fences, courtyard walls and letter boxes should use materials that complement those in your house.



Two approaches to materials on a house showing:

- A** Two materials to the front of the house
- B** A covered verandah with a facade with only one material.

## Garages & Driveways

Garages and driveways can have a negative impact on the street when they dominate the home and landscape.

- Driveways and paved areas within your property cannot exceed 300mm wider than your garage door.
- Driveways across the verge must comply with local council requirements and widths cannot exceed three metres for a single garage or 5 metres for a double garage.
- Driveways must be offset at least 300mm from your side boundary.
- Your driveway must be complete before you occupy your home.
- Acceptable driveway materials include stone cobblets, pavers, exposed or finished concrete, or plain concrete with a combination of these elements.

Additional elements to consider include:

- Garage doors on the primary frontage should be no wider than 50% of the width of the block.
- Any garage door should not exceed 5.4 metres wide.
- Where a triple garage is allowed by the local authority, the additional door should not exceed 3 metres wide and should be articulated between the garage doors with both garage doors setback behind the front wall.



Typical driveway showing:

- A** Driveway across verge cannot exceed 5 metres
- B** Triple garages must be stepped and setback from the front wall



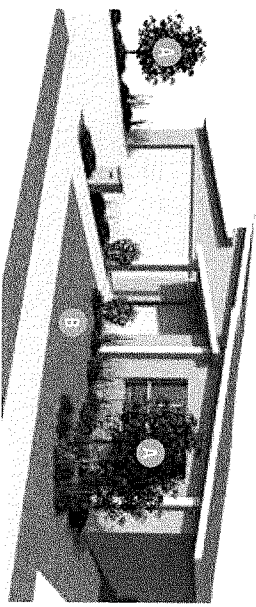
## Front Landscape

Quality front landscaping enhances the positive impact your home will have on the streetscape, home will have on the streetscape.

- Your front yard, including the covered front porch must be landscaped within six months of moving into your home.
- At least 50% of your front yard must be landscaped with grass and garden beds (and cannot be paved, concrete or hardstand). A significant portion of this area must include gardens with trees or shrubs capable of growing to three metres tall and at least 600 mm high when planted.
- Landscaping is required to the strip between your driveway and the side boundary.

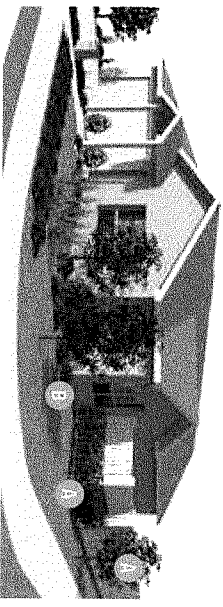
Other elements to consider in your landscape include:

- It is preferable to include a pedestrian path separated from the driveway between the front door and the front of your block, for pedestrian safety.
- On corner blocks, planting to secondary frontages should include additional trees or shrubs.
- Select plants that are suitable for your lifestyle, the local climate and your block. Advice on plant selection is available from the Lendlease Sales Office.



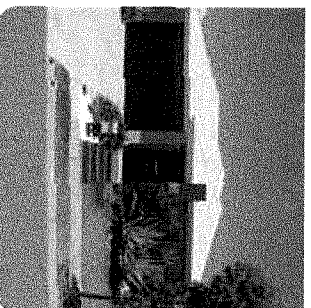
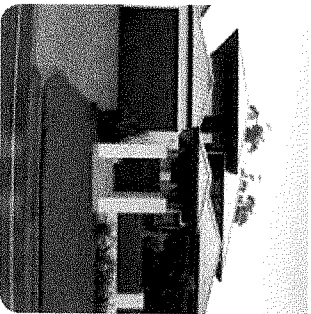
Typical front yard showing 50% softscape with:

- 1. Trees and shrubs capable of growing to 3 metres
- 2. At least with 50% grass and gardens with significant plantings



Typical landscape secondary frontage:

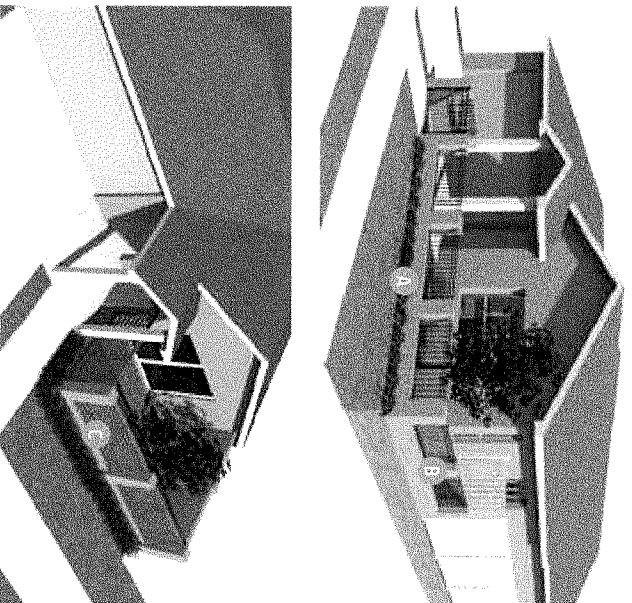
- 1. Additional trees and shrubs to secondary frontage
- 2. Front yard landscape returns around corner



## Fencing & Screening

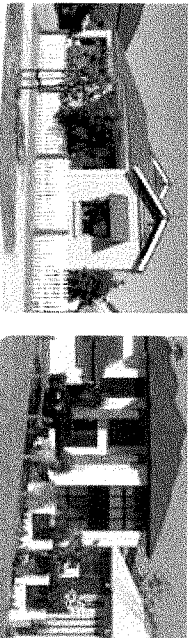
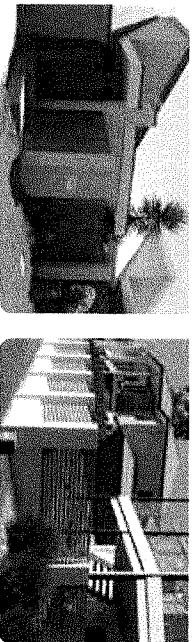
Well designed fencing has a positive impact on your house and the street. Generally it is preferred that your landscape flows from the street to the front of your home, however, if fencing forward of your home creates usable outdoor space, you may choose to fence the space in a way that adds quality and activation to the street.

All fencing is subject to local authority requirements.



Typical front fencing showing:

- 1 Detailed front fence with screen planting
- 2 A front fence returning to side fence which steps 1 metre behind the front wall
- 3 Typical front fencing showing courtyard alternative courtyard to take advantage of aspect.



### FENCING GENERALLY

- Fencing forward of the house must comply with the Front Fencing requirements. Fencing facing a park or secondary frontage must comply with the Secondary Fencing requirements. Fencing not visible from the street should match the standard fence type of the area and finish one metre behind the front wall of your home.

### FRONT FENCING – forward of your home is required to be:

- Maximum of 1.2m in height and decorative in style (with the exception of regulation fencing required around pools).
- Decorative fencing is to be constructed of rendered and painted masonry piers or painted or stained posts, with infill panels of coloured metal mesh, painted or stained timber battens or horizontal battens. Timbers paling fences will only be accepted if they are painted in a colour which complements the design of the home, and treated with decorative capping or trims and provided with pronounced posts.
- Fencing up to 1.5m in height will be permitted where it is:
  - An open style fence that is 50% transparent, or
  - Is a courtyard wall constructed of face brickwork or masonry piers with coloured render or textured finish, or
  - Is of architectural merit.

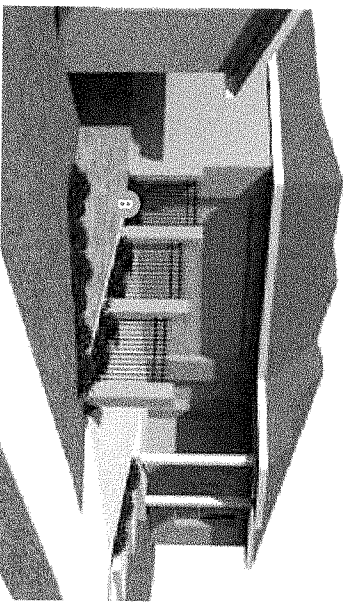
### SECONDARY FENCING – fronting a secondary frontage or park is required to be:

- Maximum height of 1.8 metres and must be decorative fencing.
- Decorative fencing is to be constructed of rendered and painted masonry piers or painted or stained posts, with infill panels of coloured metal tube, painted or stained timber battens or horizontal battens. Timbers paling fences will only be accepted if they are painted in a colour which complements the design of the home, and treated with decorative capping or trims and provided with pronounced posts.
- Secondary fencing must finish 4 metres behind the front wall of your home.

## Retaining Walls

Retaining walls that face the street need to have a positive impact on the quality of the streetscape and ensure car and pedestrian access to and from the block and along the street is safe. Acceptable retaining wall materials are boulders, timber or concrete sleepers and rendered or faced block walls.

- Retaining walls along streets or park frontages cannot exceed 1 metre in height in any single step and 1.8 metres in total height. A planted strip or minimum width 500mm must exist between any terraced retaining walls.
- Retaining walls to side boundaries between blocks cannot exceed 1.8 metres high at the front wall of the house and must taper down forward of the house.
- Retaining walls over 900mm high require a 1 metre high fence above the wall and adequate landscape screening.

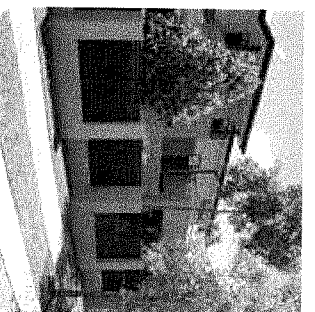
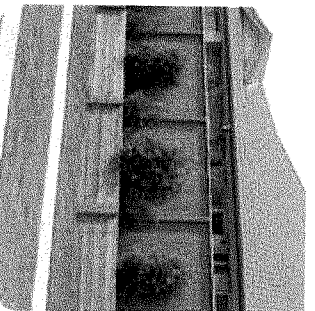
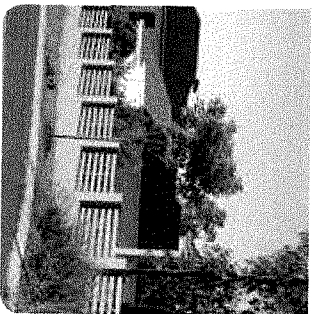


## Ancillary Elements & Structures

Ancillary elements and structures such as air conditioning condensers, wall mounted air conditioning units, satellite dishes, rainwater tanks, sheds and clotheslines should be located so that they are not visible from a street or park frontage.

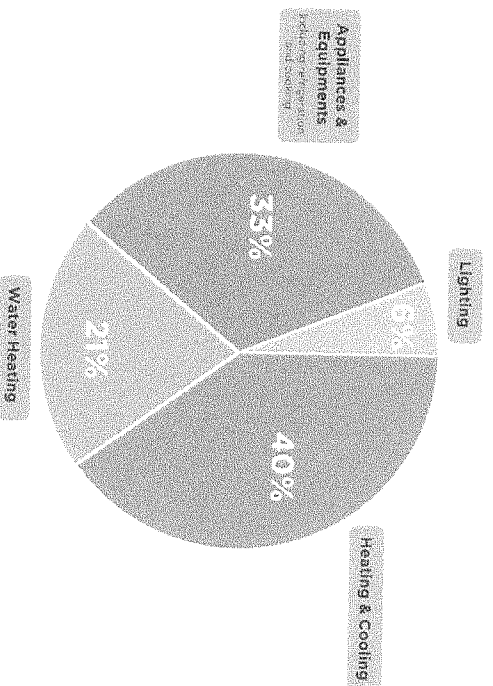
Retaining walls forward of the house must taper on side boundaries:

- A1 And must be stepped where they exceed 1 metre high on front boundaries
- A2 Side retaining walls above 900mm should be fenced for safety



## SMART IDEAS FOR YOUR HOME

This section outlines the optional elements for your home that will assist in reducing your energy bills. Including these features during initial design is more cost effective than retrofitting later. You should talk to your builder about including these money saving ideas in your home.

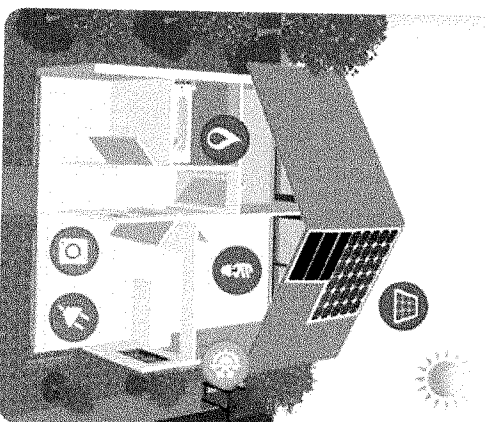


Graphic showing projected energy use in the residential sector.  
 Source: DEWHA, 2008 Energy use in the Australian residential sector 1996-2020.  
 data projected energy use for 2012

### Heating & cooling

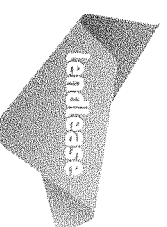
A home with great natural light and natural ventilation will be easier to heat and cool, more comfortable and cheaper to run. Most of these features can be achieved with little if any extra cost:

- Face key living areas to the north or north east to let in winter sun.
- Shade windows and outdoor areas to protect from the summer sun.
- Keep west and east facing windows small with raised sill heights.
- Place operable windows on either side of your home to capture cooler summer breezes.
- Use reflective and bulk insulation to reflect the sun in summer and hold in heat in winter.
- Use a door to zone off your main living spaces to only heat or cool what you need.



Opportunities for reducing energy bills include:

- Heating & cooling
- Efficient appliances
- Solar panels
- LED lights
- Solar hot water



## Solar Panels

- Solar panels generate electricity from the sun and reduce the need to buy electricity during sunlight hours.
- Solar photovoltaic panels will need to be on the north most side of your roof, as directed by the installer.
- The size of the system should match your day time electricity consumption. 1 – 1.5kW would be sufficient for most homes.

## Solar Hot Water

- Solar hot water uses the heat from the sun to provide hot water for your home which reduces energy consumption.
- Solar hot water roof collectors will need to be fixed in accordance with the product specifications.
- The size of the system should be based on the size of your household and hot water needs.

## Efficient Appliances

Energy star ratings assist in comparing the energy efficiency and expected running costs of appliances. Being aware of the energy rating, particularly for the following appliances can help you save later:

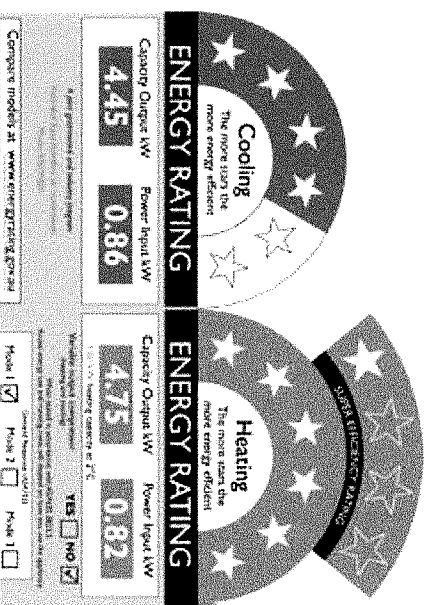
- Electric air conditioners with ratings of 2.5 stars or greater.
- Refrigerators with ratings of 3.5 stars or greater.
- Clothes washers with ratings (energy and water efficiency) of 4.5 stars or greater.
- Televisions with ratings of 7 stars or greater.

## LED lights

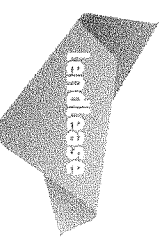
LED lights can do the same job as a compact fluorescent globe or halogen globe. LED lights use less energy and typically have a much longer life expectancy than other globes.



Solar Panels:  
Solar photovoltaic panels on the north side of the roof



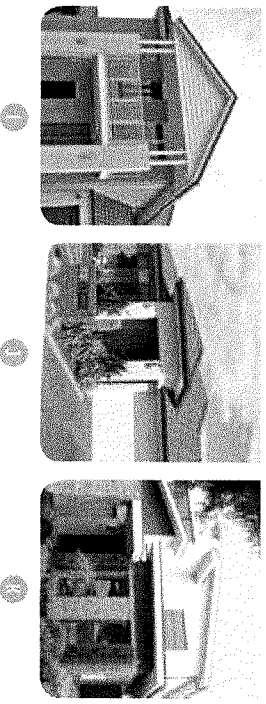
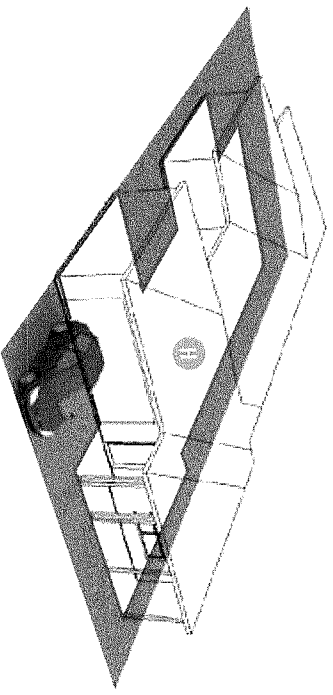
Appliance energy rating labels:  
Being aware of the energy rating can help you save later



# GLOSSARY



- A** Front Wall: the wall of the house closest to the front boundary
- B** Verandah / Balcony: a covered outdoor area
- C** Garage Setback: the distance between your property boundary and the garage door
- D** Portico / Porch: clearly defined roofed entry feature
- E** Articulation: walls on different setbacks from the property boundary
- F** Build to Boundary Line: a portion of the house or garage that is built to the side boundary
- G** Pedestrian Path: a path adjacent to the driveway specifically for pedestrians
- H** Site Cover: is the area of the footprint of your house expressed as a percentage of your lot area. The footprint of your house includes all ground floor areas measured to the outside walls and also covered verandahs or porches



- L** Gable Roof
- M** Hip Roof
- N** Skillion Roof

# DESIGN APPROVAL CHECKLIST

The following information and plans need to be submitted with the Design Approval Form. All plans need to be in the A3 format. These would normally be prepared for you by your builder or architect:

<p><b>Site plans at 1:200 scale</b></p>	<p><b>House plans at 1:100 scale</b></p>	<p><b>Material and colour schedule:</b></p>
<p>These plans must show the home you are seeking approval for including:</p>	<p>These plans must include:</p>	<p>House brick and tile selection where applicable</p>
<ul style="list-style-type: none"> <li>○ Street address and block details</li> <li>○ Site details, including boundary dimensions and bearings, existing contours, setback requirements to all boundaries</li> </ul>	<ul style="list-style-type: none"> <li>○ Room names</li> <li>○ Internal and external dimensions</li> <li>○ Location of meter boxes</li> <li>○ Width and type of garage door</li> </ul>	<ul style="list-style-type: none"> <li>○ House materials and colours</li> <li>○ All information in the Design Approval Form as notated overleaf</li> </ul>
<ul style="list-style-type: none"> <li>○ Proposed contours and proposed finished floor levels</li> <li>○ Easements</li> <li>○ Private open space</li> <li>○ North point and scale</li> <li>○ Setbacks to all boundaries</li> <li>○ Building outline and extent of all overhangs</li> </ul>	<ul style="list-style-type: none"> <li>○ Elevations of all sides of your home</li> <li>○ An indication of existing and proposed levels</li> <li>○ Location and extent of proposed materials and colours</li> <li>○ Location of any elements placed outside the walls or above the roof such as air conditioning condensers, solar panels, aerials and satellite dishes</li> </ul>	<p><b>Landscape Design at 1:200 scale:</b></p> <ul style="list-style-type: none"> <li>○ A landscaping plan for all yard areas visible from any street or park must include paved areas, walls, fences and any planting including information about species, supplied plant size and location</li> </ul>
<ul style="list-style-type: none"> <li>○ Driveway width, location and materials, including location of existing layback to kerb</li> <li>○ Height and materials of all fences</li> <li>○ Location and capacity of solar panels and solar hot water system</li> <li>○ Location of any rain water tanks and ancillary structures such as sheds, outbuildings, pergolas, gazebos and pools</li> <li>○ Proposed cut and fill and retaining walls including materials to be used and height of walls</li> <li>○ House footprint area and total house internal and covered areas</li> </ul>	<ul style="list-style-type: none"> <li>○ Roof pitch, eave width, materials and heights</li> </ul>	



# YARRABILBA DESIGN APPROVAL FORM

## Allotment Details

Lot Number: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Village: \_\_\_\_\_

## Owner Details

Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Business hours phone: \_\_\_\_\_  
 After hours phone: \_\_\_\_\_  
 Mobile phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

## Builder Details

Builder Company: \_\_\_\_\_  
 Builder Name: \_\_\_\_\_  
 Builder Contact: \_\_\_\_\_  
 Builder Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode: \_\_\_\_\_  
 Business hours phone: \_\_\_\_\_  
 After hours phone: \_\_\_\_\_  
 Builder Contact Mobile: \_\_\_\_\_  
 Builder Contact Email: \_\_\_\_\_  
 Preferred contact, Builder or Owner: \_\_\_\_\_

## Building Structure Details

Has this house been modified in any way from the standard builders plan for this house type and façade?  
 Y, N or Unsure: \_\_\_\_\_

Structure Area (m<sup>2</sup>): \_\_\_\_\_  
 Number of Bedrooms: \_\_\_\_\_  
 Levels / floors: \_\_\_\_\_  
 Wall Material: \_\_\_\_\_  
 Roof Material: \_\_\_\_\_  
 Roof Type: \_\_\_\_\_  
 Number of Garages: \_\_\_\_\_

NatHERS rating for home: \_\_\_\_\_  
 Rainwater Tank: \_\_\_\_\_  
 Number of Bathrooms: \_\_\_\_\_  
 Number of Living Spaces: \_\_\_\_\_  
 Gas Appliances: \_\_\_\_\_  
 Solar Panel System Size: \_\_\_\_\_  
 Hot Water System Type: \_\_\_\_\_  
 Air Conditioning percent of house: \_\_\_\_\_  
 Air Conditioning Energy Rating: \_\_\_\_\_  
 LED Lighting installed Y or N: \_\_\_\_\_

## Submissions

You can submit your application via email at [yarrabilbadesignsupport@lendlease.com](mailto:yarrabilbadesignsupport@lendlease.com) or through the Lendlease Builder Hub at [www.lendleasebuilderhub.com.au](http://www.lendleasebuilderhub.com.au)

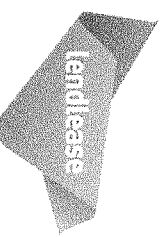
Alternatively you can submit your plans in person at the Yarrabilba Sales Centre or by post to Communities Covenants, Lendlease Kingsgate, GPO Box 2777, Brisbane Qld 4001

Please ensure the application form includes:

- Design Approval Checklist
- A3 copy of site plan
- A3 copy of full set of building plans including floor plans, roof plan, elevations and landscape plan
- Materials and colour schedule

I/we certify that the information in the attached application is a true and accurate representation of the home I/we intend to construct. In the event that changes are made to the proposed plans, I/we will undertake to re-submit this application for approval of any changes.

Name/s: \_\_\_\_\_  
 \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_



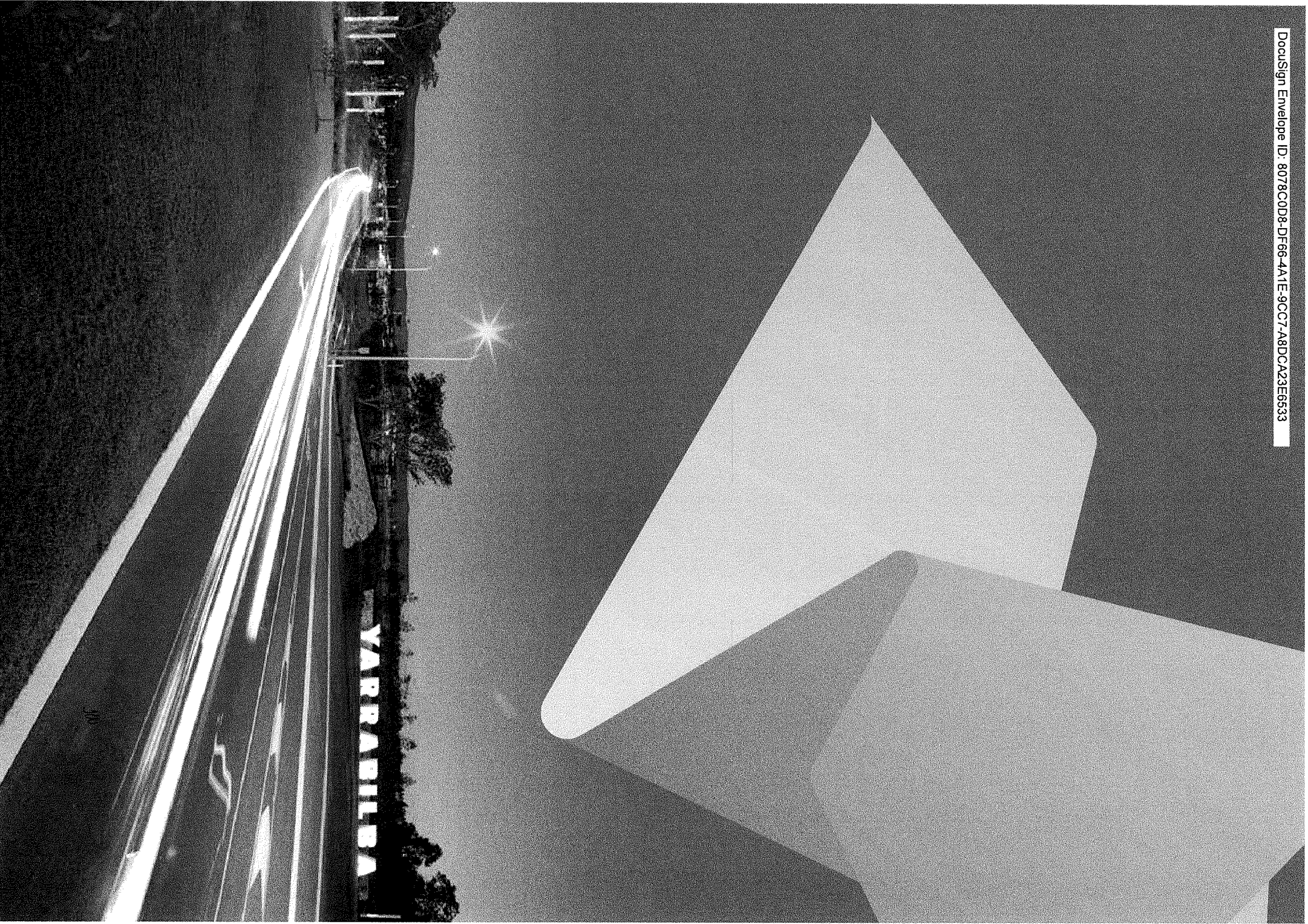


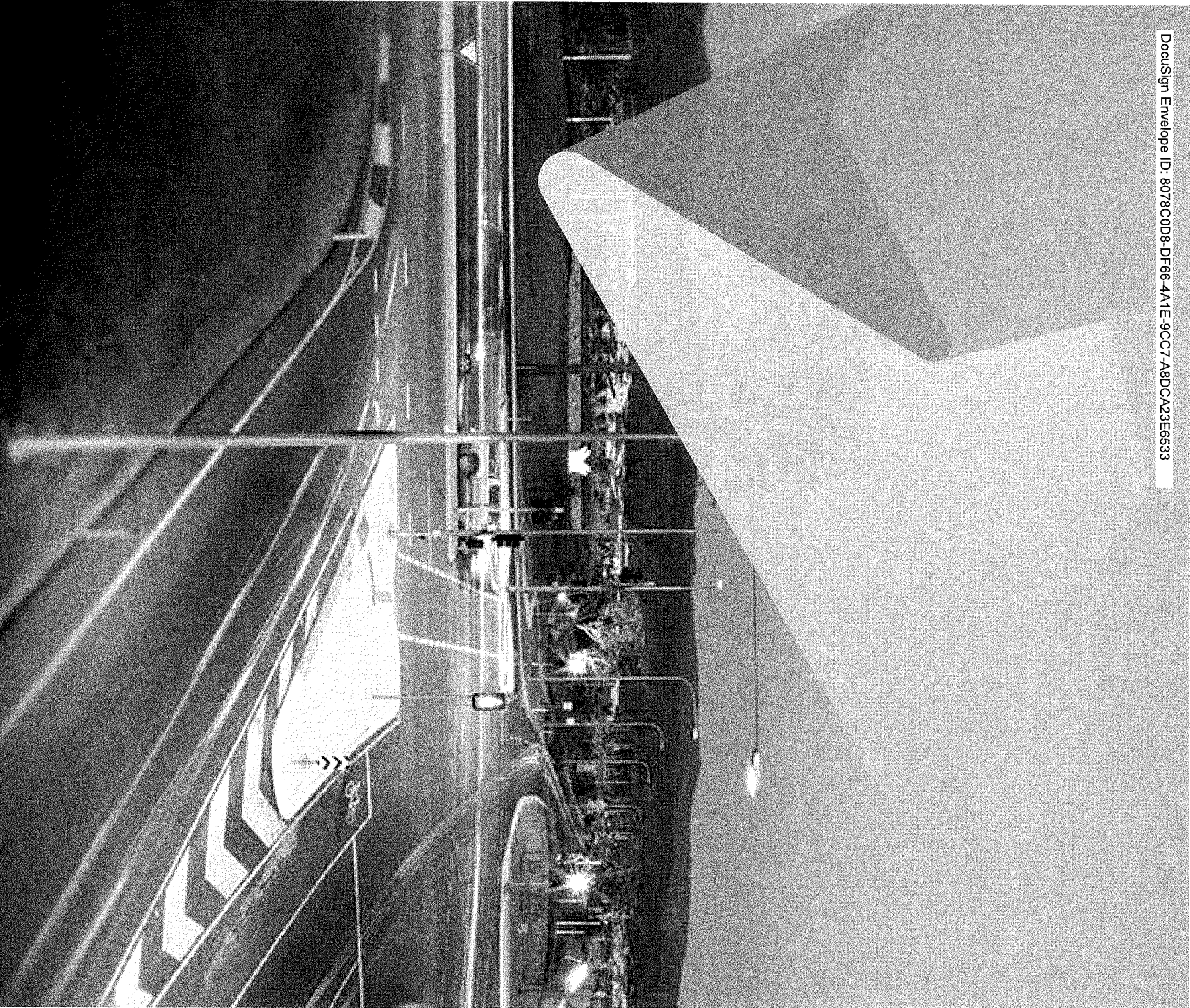
## COMPLIANCE BOND CHECKLIST

In order for Lendlease to release your Compliance Bond, the conditions listed below must be met. Please fill in the form on the back of this page and email it to [yarrabilbaesignsupport@lendlease.com](mailto:yarrabilbaesignsupport@lendlease.com) or drop it into Yarrabilba Sales Office. An inspection will then be undertaken.

- Lendlease's Design Approval for your home has been obtained no later than 12 months after the settlement of your block of land.
- Construction of your new home and driveway has commenced within 18 months and has been completed within 30 months of the settlement date of your block of land.
- Removal of any construction waste and rectification of damages caused by the construction of your home to adjacent blocks and surrounding public areas (including streets, trees, footpaths, kerbs, nature strips, services and any other public element) has been completed.
- Landscaping to your front garden has been completed no later than 6 months after occupancy of the home.
- Your driveway has been completed in compliance with the requirements in these guidelines:
  - At least 50% of your front yard is landscaped with grass and/or garden beds. A significant portion with trees and/or shrubs capable of growing to 3 metres tall and be at least 600 mm high at the time of planting. This requirement also applies to publicly visible gardens on a secondary frontage.
  - Nature strips and verges that surround your block boundaries are well maintained and established at the time of the Compliance Bond inspection.
  - All fencing has been completed according to the fencing requirements listed on page 8 of the Springfield Lakes Home Design Guidelines, within 6 months of occupancy of your home.
  - All retaining walls have been completed according to the retaining walls requirements listed on page 9 of the Springfield Lakes Home Design Guidelines, within 6 months of occupancy.







belong at Yarrabilba

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

1800 721 856



YARRABILBA

## **Schedule 4      Protective Covenants & Bushfire Management Plan**

Special Conditions

30

14

## Schedule 2 – Property acknowledgements

The Seller discloses, and the Buyer acknowledges and accepts, the following:

### 1. Physical state of the Land

- (a) The Land is part of Yarrabilba.
- (b) The Land may have defects, including in relation to the physical features of the Land, topographical constraints, limitations placed on earthworks by the Local Government and the Covenants.
- (c) Fire ants may be present in Yarrabilba. If this is the case, there are restrictions imposed by the Department of Primary Industries and Fisheries in relation to numerous matters, including moving soil on the site.
- (d) Registered easement numbers 601550233, 601573621, 601550223, 601550225, 601753752, 601753752, 602273076 in favour of Queensland Electricity Transmission Corporation Limited and registered easement numbers 715670051, 714836515, 715083437, 715389306, in favour of Energen Limited are located within Yarrabilba. The Buyer has had access to a copy of the registered easements for the purpose of considering any impact before entering into the contract.
- (e) The Property is purchased subject to Vegetation Notices which have been lodged pursuant to the *Vegetation Management Act 1999 (Qld)* and without limiting this clause, the current Vegetation Notices registered in the freehold land register bearing dealing numbers 712650923, 712650927, 712650930 and 713105655.
- (f) Without limiting the other provisions of this contract, the Property is sold subject to any easement shown on the Disclosure Plan.
- (g) Areas within Yarrabilba may be within a designated bushfire prone area.
- (h) Some or all of the services which are to be provided under the development approvals may not be provided before Settlement.
- (i) At the date of this contract there is a possibility that all the easements and restrictions on use have not been created or entered into which may be considered necessary or desirable for the Local Government or Seller to create or enter into.
- (j) Without limiting item 1(h) of this Schedule 2, if the Property being purchased is any one of lots 54 to 57 shown in the Plan titled 'Precinct Two – Reconfiguration of a Lot Application One Plan of Development', a copy of which is contained in the Disclosure Statement in Schedule 5 of this contract (or, if this is a contract for a lot with a separate indefeasible title at the time of entry into this contract, a copy of which was provided to the Buyer prior to the Buyer signing this contract), then the Property is being purchased subject to encumbrance by the reciprocal access

easements required by PDA Development Approval DEV 2013/523.

- (k) Yarrabilba (or parts of it) have been categorised by the Commonwealth Department of Defence as having a slight potential to be affected by residual Unexploded Ordnance. The categorisation as 'slight' means there is a possibility that Unexploded Ordnance may be present on Yarrabilba.

- (l) Any easements registered on the base parcel of land from which the Property is to be subdivided will not necessarily benefit or burden the Property once the Property obtains a separate indefeasible title.

### 2. Building and construction matters

- (a) The Queensland Building Construction Commission has published materials and guidelines for home builders and home owners and recommended procedures to minimise and prevent damage by termites to improvements constructed on the Land and the Seller recommends the Buyer comply fully with the procedures.
- (b) The Seller recommends that construction occur in accordance with the Australian Standard for the Construction of Buildings in Bushfire Prone Areas - AS3959 – 2009, AS3959.
- (c) The Land may not support a 'slab on ground' construction.
- (d) A number of properties within Yarrabilba (which may include the Property) may be subject to traffic noise levels requiring any building or construction to incorporate noise attenuation measures. The Seller understands that the design and construction of any improvements may need to be done in accordance with the methods outlined in AS 3671:1989 'Acoustics-Road traffic noise Intrusion-Building siting and construction' in order to achieve indoor noise limits from AS/NZS 2107:2000 of 40 dB(A) for bedrooms and 45 dB(A) for living rooms.
- (e) Without limiting paragraph 2(d) of this Schedule 2, if the Property being purchased is any one of lots 1 to 3, 20 to 31, 42, 70 to 72, 130 to 132, 136 to 137, 190 to 197, 200, 260, 266, 287, 290 to 294, 350 to 357, 497 to 499, 508 to 515, 580 to 589 or 591 to 595 as shown in the Plan titled 'Precinct Two – Reconfiguration of a Lot Application One Plan of Development', a copy of which is contained in the Disclosure Statement in Schedule 5 of this contract (or, if this is a contract for a lot with a separate indefeasible title at the time of entry into this contract, a copy of which was provided to the Buyer prior to the Buyer signing this contract), the Buyer acknowledges that that the Property is affected by noise and that construction of a dwelling on the Property is subject to the recommendations and requirements contained in the Acoustic

Report (the 'Report'), a copy of which is attached in Schedule 6 of this contract. The Buyer acknowledges that the cost of complying with the acoustic requirements set out in the Report will increase the cost of construction of a dwelling on the Property.

(f) The Property may be affected by the future upgrade of Waterford Tamboine Road, the creation of a Bus Corridor and the future Southern Infrastructure Corridor. The Buyer is referred to:

(i) conditions 20, 21, 22 and 23 of UDA Development Approval DEV2011/1187;

(ii) plans bearing drawing numbers 559930 dated 11 November 2011, 240/TP12005 dated 6 March 2012, 240/TP12006 dated 6 March 2012, 240/TP12007 dated 6 March 2012 and 240/TP12008; and

(iii) the information sheet released by the Queensland Government about the Mi Lindsey/Beaudesert Strategic Transport Network Investigation.

Copies of the plans and the information sheet are contained in Schedule 7. The exact location of the road network proposed by the Southern Infrastructure Corridor is subject to change.

The Seller makes no warranties about the matters contained in this clause 2(f) and recommends the Buyer make its own enquiries and obtain its own independent advice.

### 3. Progressive development

(a) Yarrabilba is intended to be developed progressively by the Seller. The future development will include:

(i) carrying out development works, which may result in dust, noise and traffic interference; and  
(ii) making planning and building applications to Local Government.

(b) The Seller may establish display villages within Yarrabilba, and may erect display homes on any lots owned by it.

(c) The name of the place or suburb in which the Land is situated may, or may not now or in the future, be 'Yarrabilba'.

(d) The name of the place or suburb in which the Land is situated may, or may not now or in the future, be the name of any stage or village under which the Land has been developed and marketed.

## Schedule 3 – Site Management Requirements

### 1. Land maintenance

Prior to, during and after construction commencing, the Property must be kept clear of excessive weeds and rubbish and maintained to an acceptable standard. Excavation material, rubbish or builder's waste is to be stored in a covered bin and may not be deposited on adjoining properties, nature strips or in public areas at any time.

### 2. Storage

All building materials, temporary toilets and building equipment must be stored within the property boundaries of the Land at all times. The nature strip, footpaths, road ways, neighbouring properties and public areas must be clear at all times.

Any damage caused through deliveries or by construction vehicles associated with the construction of on the Property must be rectified without delay.

There is to be no parking on adjoining land, surrounding public areas (excluding roads) or nature strips.

### 3. Rubbish removal

Rubbish must be regularly removed. The Property and adjoining street must be kept clean at all times during the construction and landscaping period.

A covered rubbish collection bin is to be used during the construction period and kept within the Land.

### 4. Signage

Builders' and tradespersons' signs are permitted on the Property during construction if required.

All other signage for commercial or marketing purposes must be submitted to the Seller for approval and must be in accordance with the Local Government's signage guidelines and the Development Scheme.

### 5. Site security

During the construction the Property should be made secure and safe.

### 6. Hours of operation

Compliance with the Development Scheme and any building condition imposed by the Local Government is required.

### 7. Enforcement

These site management requirements will be monitored and enforced by the relevant parties on a regular basis. If the Local Government's infrastructure or landscaping assets are damaged, the Local Government will require repairs to be carried out to its satisfaction.





JCWPCW Investments Pty Ltd IOR & ATF  
Worrall2021 SMSF

5 Heysen Circuit  
Andrews Farm, SA, 5114

Account Number 500006102  
Issue Date 20/01/2023  
Settlement Date 4/05/2022  
Maturity Date 4/05/2052  
Statement From 1/07/2022  
Statement To 31/12/2022

Account Name JCWPCW Property Services Pty Ltd ATF Worrall2021 Holding Trust  
Product Name Standard Principal and Interest Variable  
Security 5 Bulburin Street, Yarrabilba QLD 4207, Australia

Opening Balance	+\$319,549.71	Arrears	\$0.00
Loan Advances	\$0.00	Current Interest Rate (p.a.)	7.04%
Payment Credits	-\$11,292.12		
Interest Debits	+\$9,137.87	Minimum Repayment	\$2,081.76
Fee Debits	\$0.00	Repayment Frequency	Monthly
Closing Balance	+\$317,395.46		

Date	Transactions	Debit	Credit	Balance
1/07/2022	Opening Balance			+\$319,549.71
4/07/2022	Direct Debit Repayment	\$0.00	\$1,647.92	+\$317,901.79
4/07/2022	Interest Charge	\$1,179.59	\$0.00	+\$319,081.38
14/07/2022	Interest rate changed from 4.640% to 5.140% effective 14/07/2022	\$0.00	\$0.00	+\$319,081.38
4/08/2022	Direct Debit Repayment	\$0.00	\$1,746.47	+\$317,334.91
4/08/2022	Interest Charge	\$1,349.23	\$0.00	+\$318,684.14
8/08/2022	Interest rate changed from 5.140% to 5.640% effective 8/08/2022	\$0.00	\$0.00	+\$318,684.14
4/09/2022	Interest Charge	\$1,509.07	\$0.00	+\$320,193.21
5/09/2022	Direct Debit Repayment	\$0.00	\$1,843.47	+\$318,349.74



Mezy Assets Pty Ltd T/as Mortgage Ezy  
 ABN 56 606 554 321 Australian Credit Licence No. 494807  
 Australia 1300 TEL EZY (835 399) China +86 400 120 3543  
 Fax 1300 FAX EZY (329 399) Email multilingual@mezy.com.au  
 Web www.mezy.com.au Mailing Address Locked Bag 7640 GCMC QLD 9726



Date	Transactions	Debit	Credit	Balance
9/09/2022	Interest rate changed from 5.640% to 6.140% effective 9/09/2022	\$0.00	\$0.00	+\$318,349.74
4/10/2022	Direct Debit Repayment	\$0.00	\$1,945.02	+\$316,404.72
4/10/2022	Interest Charge	\$1,585.05	\$0.00	+\$317,989.77
11/10/2022	Interest rate changed from 6.140% to 6.540% effective 11/10/2022	\$0.00	\$0.00	+\$317,989.77
4/11/2022	Interest rate changed from 6.540% to 6.790% effective 4/11/2022	\$0.00	\$0.00	+\$317,989.77
4/11/2022	Direct Debit Repayment	\$0.00	\$2,027.48	+\$315,962.29
4/11/2022	Interest Charge	\$1,741.88	\$0.00	+\$317,704.17
4/12/2022	Interest Charge	\$1,773.05	\$0.00	+\$319,477.22
5/12/2022	Direct Debit Repayment	\$0.00	\$2,081.76	+\$317,395.46
9/12/2022	Interest rate changed from 6.790% to 7.040% effective 9/12/2022	\$0.00	\$0.00	+\$317,395.46
31/12/2022	Closing Balance			+\$317,395.46



Mezy Assets Pty Ltd T/as Mortgage Ezy  
 ABN 56 606 554 321 Australian Credit Licence No. 494807  
 Australia 1300 TEL EZY (835 399) China +86 400 120 3543  
 Fax 1300 FAX EZY (329 399) Email multilingual@mezy.com.au  
 Web www.mezy.com.au Mailing Address Locked Bag 7640 GCMC QLD 9726

**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY  
UNDER SECTION 118 OF THE  
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

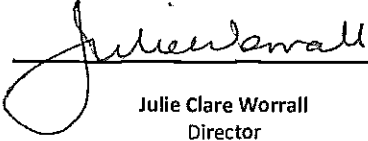
We, Julie Clare Worrall and Peter Colin Worrall of 7 Moore Street, FULLARTON, SA 5063 as directors of JCWPCW Investments Pty Ltd - ACN 655 513 867 of 7 Moore Street, FULLARTON, SA 5063 state as follows:


1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of JCWPCW Investments Pty Ltd - ACN 655 513 867 of 7 Moore Street, FULLARTON, SA 5063 (**Trustee**), which acts or will acts as trustee for the WORRALL2021 SMSF (**Fund**), including:
  - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
  - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

**The Trustee**

---

Signed, Sealed and Delivered by JCWPCW Investments Pty Ltd - ACN 655 513 867 by:

  
Julie Clare Worrall  
Director

  
Peter Colin Worrall  
Director

\* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF  
Worrall2021 SMSF**

**Full Name:** Peter Colin Worrall  
**Address:** 7 Moore Street, FULLARTON, SA 5063  
**Date of Birth:** 10 August 1971  
**Sex:** Male

I apply for membership of the **WORRALL2021 SMSF (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a **SMSF** arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and **Tax File Number (TFN)**, which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
  - a providing information to the Australian Taxation Office;
  - b paying employment termination payments;
  - c amalgamating superannuation benefits; and
  - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: 158 586 133.
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

12 I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

**NOMINATION OF BENEFICIARIES**

---

(If you wish to make a Binding Death Benefit Nomination please submit it separately)

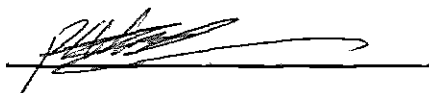
Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

**The Member**

---

Signed by Peter Colin Worrall:



Peter Colin Worrall  
Member

Dated: 22/11/2021

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**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY**  
**UNDER SECTION 118 OF THE**  
**SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

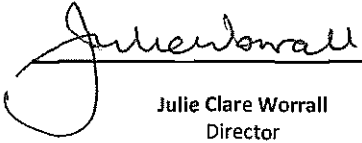
We, Julie Clare Worrall and Peter Colin Worrall of 7 Moore Street, FULLARTON, SA 5063 as directors of JCWPCW Investments Pty Ltd - ACN 655 513 867 of 7 Moore Street, FULLARTON, SA 5063 state as follows:


1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of JCWPCW Investments Pty Ltd - ACN 655 513 867 of 7 Moore Street, FULLARTON, SA 5063 (Trustee), which acts or will acts as trustee for the WORRALL2021 SMSF (Fund), including:
  - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (Trust Deed), which I have read and understood; and
  - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

**The Trustee**

---

Signed, Sealed and Delivered by JCWPCW Investments Pty Ltd - ACN 655 513 867 by:

  
Julie Clare Worrall  
Director

  
Peter Colin Worrall  
Director

\* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF  
Worrall2021 SMSF**

**Full Name:** Julie Clare Worrall  
**Address:** 7 Moore Street, FULLARTON, SA 5063  
**Date of Birth:** 7 September 1972  
**Sex:** Female

I apply for membership of the **WORRALL2021 SMSF (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a **SMSF** arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
  - a providing information to the Australian Taxation Office;
  - b paying employment termination payments;
  - c amalgamating superannuation benefits; and
  - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: 169 973 092.
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

12 I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

**NOMINATION OF BENEFICIARIES**

---

(If you wish to make a Binding Death Benefit Nomination please submit it separately)

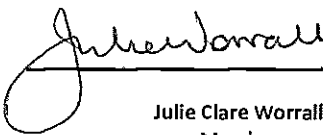
Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %

**The Member**

---

Signed by Julie Clare Worrall:

  
\_\_\_\_\_


Julie Clare Worrall  
Member

Dated: 22/11/2021



# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

▶ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [ato.gov.au/smsf](https://ato.gov.au/smsf)
- phone us on 13 10 20.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

ⓘ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office  
Canberra  
April 2019

DE-3355





## I understand that as an individual trustee or director of the corporate trustee of

Fund name

Worrall2021 SMSF

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

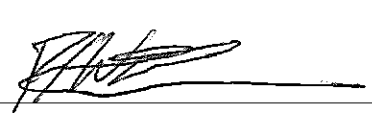
*By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:*

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Peter Colin Worrall

Trustee's or director's signature



Date 22/11/2021

Witness' name (witness must be 18 years old or over)

ROBERT FRANK WOOLNER

Witness' signature



Date 22/11/2021

# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

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For more information on free approved trustee education courses visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
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- speak to a professional adviser
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- phone us on 13 10 20.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

ⓘ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office  
Canberra  
April 2019

DE-3355



# Self-managed super fund trustee declaration

## I understand that as an individual trustee or director of the corporate trustee of

Fund name

Worrall2021 SMSF

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
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- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
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  - all trustee declarations
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- ensure that the following are prepared and retained for at least five years
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  - an annual operating statement
  - copies of all annual returns lodged
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  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

*By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:*

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Julie Clare Worrall

Trustee's or director's signature

*Julie Worrall*

Date 22/11/2021

Witness' name (witness must be 18 years old or over)

ROBERT FRANK WOOLNER

Witness' signature

*RFWoolner*

Date 22/11/2021



## **SMSF ESTABLISHMENT DEED**

### **WORRALL2021 SMSF**

## Disclaimer and copyright notice

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This document is protected by applicable intellectual property and other laws, including but not limited to copyright. You must not remove, alter or obscure any disclaimers or identification, copyright, trademark or other proprietary notices, labels or marks on this document.

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# Trust Deed of Worrall2021 SMSF

Date of Establishment 22/11/2021

This deed is made by

---

JCWPCW Investments Pty Ltd - ACN 655 513 867 of 7 Moore Street, FULLARTON, SA 5063, ('the Trustee').

## 1. Background

---

A. The Trustee wishes to establish a Self Managed Superannuation Fund for the provision of superannuation benefits for those persons who become Members of the Fund and their Dependants.

B. It is intended by this Deed to establish a Self Managed Superannuation Fund to be known as Worrall2021 SMSF (hereinafter called 'the Fund').

1. The Trustee has agreed to act as the first trustee of the Fund.

2. The Trustee will at all times maintain the Fund as a Complying Self Managed Superannuation Fund.

The Trustee HEREBY DECLARES that the terms of this Deed are as follows:

---

### 1. Name of the Fund

The trusts created by this Deed shall be Worrall2021 SMSF.

### 2. Establishment of the Fund

2.1 The Fund will be established as and from the date of this Deed.

2.2 The Fund will be managed, administered and applied in accordance with both this Deed, the Rules of the Fund and the Relevant Law.

### 3. Fund vested in Trustee

The Fund will be vested in the Trustee and:

3.1 will at all times be held, controlled and managed by the Trustee in accordance with this Deed, the Rules of the Fund and the Relevant Law; and

3.2 no Member will have any beneficial interest in the Fund or any asset of the Fund.

### 4. Regulated Superannuation Fund

4.1 Upon execution of this Deed the Trustee will elect for the Fund to be a Regulated Superannuation Fund.

4.2 Either:

- 4.2.1 the Trustee will be the sole trustee which is a constitutional corporation within the meaning of the Relevant Law; or
- 4.2.2 the primary purpose of the Fund will be to provide old age pensions for the members of the Fund upon their retirement and for any other purposes which may be permitted under the Relevant Law from time to time.

**5. Complying Self Managed Superannuation Fund**

The Trustee will do all things as may be necessary to establish and maintain the Fund as a Complying Self Managed Superannuation Fund.

**6. The Rules of the Fund**

The Rules of the Fund are those rules and schedules attached to this Deed and any amendment of or replacement of those rules or any other rule deemed by the SIS Act to be a governing rule of the Fund.

Worrall2021 SMSF

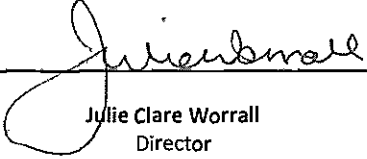
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Executed as a Deed

The Trustee


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Signed, Sealed and Delivered by JCWPCW Investments Pty Ltd - ACN 655 513 867 by:



---

Julie Clare Worrall  
Director



---

Peter Colin Worrall  
Director

# The Rules of the Fund

## 1. Purpose of the Fund – Core and Ancillary Purposes

The Fund is to be maintained:

- 1.1 solely for one or more Core Purposes; or
- 1.2 solely for one or more Core Purposes and one or more Ancillary Purposes.

## 2. Trustee

### 2.1 Trustee Structure

The Trustee of the Fund may be a Corporate Trustee or one or more individuals but must be a Constitutional Corporation if the Sole or Primary purpose of the Fund is other than the provision of Old-Age Pensions and the Trustee and the Members shall take such action as is considered necessary and appropriate to ensure that every Trustee is constituted in a manner which complies with the Relevant Law including action relating to the filling of vacancies in accordance with Rule 2 and the eligibility, appointment, replacement, representation, removal and composition of every Trustee and the directors of a Corporate Trustee.

### 2.2 Appointment and Removal of Trustee

2.2.1 Subject to any requirements of the Relevant Law, the Members in accordance with the other provisions of the Rules may at anytime by written notice remove from office any Trustee and shall have the right at any time by deed to appoint a new, replacement or additional Trustee.

2.2.2 Notwithstanding Rule 2.2.1:

- (a) a Trustee appointed by the court or the Regulator shall not be removed by the Members; and
- (b) a Legal Personal Representative appointed as Trustee by reason of Rule 2.2.7(a) or Rule 14.9.1(a)(ii) shall not be removed until the Fund has paid the death benefit of the deceased Member in respect of whom the Legal Personal Representative has been appointed as Trustee.

2.2.3 A person or Corporate Trustee shall only be appointed as a Trustee if that person or Corporate Trustee and every director of the Corporate Trustee have first consented in writing to the appointment as Trustee. A person shall only be appointed as a director of a Corporate Trustee if that person has first consented to their appointment as director of a Corporate Trustee.

2.2.4 Each Trustee and every director of a Corporate Trustee upon appointment must:

- (a) agree in writing to be bound by the Deed and the Rules; and

- (b) complete a declaration in such form approved by the Regulator acknowledging that the duties and responsibilities as a Trustee or a director of a Corporate Trustee of the Fund is understood.

2.2.5 A Trustee will continue to hold office until:

- (a) the Trustee resigns by notice in writing to the Members and to any other Trustees;
- (b) if an individual, the Trustee dies;
- (c) if an individual, the Trustee is under a legal disability and is incapable of performing the duties of a Trustee;
- (d) the Trustee is a Disqualified Person;
- (e) the Fund would fail to satisfy the definition of self managed superannuation fund under the Relevant Law by reason of the Trustee continuing in that role;
- (f) subject to the Relevant Law, complying status of the Fund would be jeopardised or altered unless the Trustee ceased to act in that role
- (g) is removed from office by the Members pursuant to the provisions of the Rules or the Relevant Law;
- (h) is suspended or removed from office by the Regulator pursuant to the Relevant Law.

2.2.6 Any vacancy in the office of Trustee or in the directorship of a Corporate Trustee shall be filled as and when required by the Relevant Law but until and unless any vacancy is filled the continuing Trustee(s) or directors of a Corporate Trustee may continue to exercise the role and function of Trustee unless the requirements of Rule 14.9.1(a)(ii) apply. There shall be no obligation to fill any vacancy unless required by the Relevant Law if there is at least one Trustee or one director of a Corporate Trustee.

2.2.7 Notwithstanding Rule 2.2.6 and having regard to the requirements of Rule 14.9.1(a)(ii) but subject to Rule 2.2.8:

- (a) Where a Member dies and the Trustee is required to exercise a discretion regarding a death benefit to be paid in respect of that deceased Member, the Legal Personal Representative of the deceased Member shall be appointed as either a Trustee or a director of a Corporate Trustee;
- (b) where a Trustee being an individual or a director of a Corporate Trustee is under a legal disability, the Legal Personal Representative of the Trustee or the director shall replace that Trustee or director;
- (c) notwithstanding Rules 2.2.7(a) and Rule 2.2.7(b), if there is more than one Legal Personal Representative of the Trustee, the continuing Trustees shall determine which of the Legal Personal Representatives shall be appointed as Trustees provided always the continuing Trustees shall



appoint at least one Legal Personal Representative of the Member or Trustee, as the case may be, who has died or is under a legal disability;

- (d) A Corporate Trustee shall ensure that the constituent documents of the Corporate Trustee do not prohibit the Legal Personal Representative of a director of the Corporate Trustee who dies or is under a legal disability from replacing that director as a director of the Corporate Trustee.

2.2.8 Rule 2.2.7 does not apply:

- (a) to a Trustee or a director of a Corporate Trustee who dies or is under a legal disability who is not also a Member of the Fund;
- (b) where a continuing Trustee or a director of a Corporate Trustee is the sole Legal Personal Representative of a Trustee or a director of the Corporate Trustee who has died or is under a legal disability;
- (c) where a Legal Personal Representative does not consent to appointment as a Trustee or a director of a Corporate Trustee.

2.2.9 Any requirement under State Trust Law that:

- (a) an appointment of a Trustee, new Trustee, replacement Trustee or additional Trustee must be registered for that appointment to be effective is expressly excluded; and
- (b) the Fund must not have less than two Trustees or places a limit on the number of Trustees that may be appointed and is capable of being expressly excluded by these Rules is expressly excluded provided always that the Fund complies with the Relevant Law.

## 2.3 Transfer of Assets

2.3.1 If a Trustee's office terminates, the outgoing Trustee must:

- (a) provide to any new or continuing Trustee all records, information and other property relating to the Fund in its control; and
- (b) do all things necessary to complete the appointment of a new Trustee.

2.3.2 If a new Trustee is appointed, then the new Trustee must do such things as is necessary to notify any person and provide such information as is relevant to the assets of the Fund in its control.

## 2.4 Trustee Meetings

2.4.1 Any Trustee may at any time convene a Trustee meeting by notice to the other Trustees.

2.4.2 A Trustee meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.

2.4.3 Subject to these Rules the Trustees may meet together, adjourn and regulate their meetings as they think fit.

2.4.4 The Trustees may determine the quorum necessary for the conduct of business.

## 2.5 Decisions of Trustees

2.5.1 Subject to compliance with Rule 2.5.5, business arising at a Trustee meeting will be decided by a majority of the Trustees present and voting and all such decisions of the Trustees shall be binding on all Trustees provided always that in making any decision the Trustees have regard to the covenants or obligations imposed on the Trustees under Rule 3 and the Relevant Law.

2.5.2 Where more than one Legal Personal Representative or parent or guardian of a Member has been appointed as a Trustee in place of that Member, those Legal Personal Representatives or parents or guardians as Trustees shall jointly vote for the purposes of any meeting and resolution.

2.5.3 Where a Trustee is a Member of the Fund and is also Trustee in place of another Member, the Trustee shall have a deliberative vote for the purposes of any meeting and resolution and an additional deliberative vote as Trustee in place of another Member.

2.5.4 Unless otherwise agreed, each Trustee has one vote for every one dollar of their Superannuation Entitlement in the Fund and, if the Trustee is a Trustee in place of another Member, one vote for every one dollar of that Member's Superannuation Entitlement in the Fund.

2.5.5 All decisions of the Trustee concerning the payment of a death benefit pursuant to Rule 14.9.7 in respect of a deceased Member require the prior written consent of the Legal Personal Representative of the deceased Member.

## 2.6 Written Resolutions

A resolution in writing signed by a majority of the Trustees will:

2.6.1 have the same effect and validity as a resolution of the Trustees present and voting at a Trustees' meeting; and

2.6.2 be deemed to have been passed on the day on which the document was last signed by a Trustee, notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy or electronic transmission.

## 2.7 Conflict of Interest

2.7.1 A Trustees or any director, employee, delegate, agent or other officer of the Trustees may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.

2.7.2 Every Trustee must disclose his interest to the other Trustees and all declarations must be recorded in the minutes of the relevant Trustees' meeting.

2.7.3 The failure by a Trustee to make disclosure under this Rule 2.7 does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.

2.7.4 A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee or a relative or associate of the Trustee or the relative or associate of a director or shareholder of a Corporate Trustee has a direct or indirect interest.

## 2.8 Validity of Acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or an individual or body corporate appointed as a Trustee was or becomes a Disqualified Person.

## 2.9 Constituent documents of a Corporate Trustee

A Corporate Trustee must ensure that its constituent documents are consistent with the Rules and any requirements under the Relevant Law.

# 3. Covenants of Trustees

## 3.1 Each Trustee covenants:

3.1.1 to act honestly in all the Trustee's dealings with the Fund;

3.1.2 to exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;

3.1.3 to ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;

3.1.4 to keep the money and other assets of the Fund separate:

(a) from any money and assets that are held by the Trustee personally; and

(b) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the fund;

3.1.5 not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;

3.1.6 to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:

(a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to its objectives and its expected cash flow requirements;

- (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
  - (c) the liquidity of the Fund's investments, having regard to its expected cash flow requirements;
  - (d) the ability of the Fund to discharge its existing and prospective liabilities;
- 3.1.7 if there are any reserves of the Fund, to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- 3.1.8 to allow a beneficiary of the Fund access to any prescribed information or any prescribed documents;
- 3.1.9 to observe any additional covenants to be included in the Rules pursuant to the SIS Act.
- 3.2 Each director of a Corporate Trustee covenants to exercise a reasonable degree of care and diligence for the purposes of ensuring that the Corporate Trustee carries out the covenants referred to in Rule 3.1.

#### 4. Trustee's Powers

##### 4.1 All Powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner in accordance with the Deed, the Rules and the Relevant Law and as if the Trustee was the legal and beneficial owner of the assets of the Fund, including:

- 4.1.1 **Deal with Fund assets:** entering into and executing all contracts, deeds and documents and doing all such matters and things considered expedient for the purpose of investing Fund monies and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by the Deed and the Rules;
- 4.1.2 **Bank accounts:** the Trustee may open and operate by any means including electronically any account of any description with any financial institution and make regulations for the operation of such accounts and in accordance with those regulations to jointly or severally draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferrable instrument;
- 4.1.3 **Sign, authorise and approve:** determining who shall be entitled to sign, authorise and approve receipts, acceptances, endorsements, releases, promissory notes, bills of exchange and lading, cheques, negotiable and transferrable instruments, agreements, writings, contracts, documents or electronic transactions of any kind whatsoever;
- 4.1.4 **Fund obligations:** giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;

- 4.1.5 **Legal proceedings:** instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a Benefit from the Fund and allowing time for payment or satisfaction of any debts owed to or by the Fund;
- 4.1.6 **Vary investments:** the Trustee may at any time vary or realise an investment of any part of the Fund and reinvest money resulting from the realisation in any form of investment;
- 4.1.7 **Conduct businesses and profit making undertakings:** the Trustee may conduct and terminate any trade, business or profit making undertaking or scheme anywhere in the world, either alone, in partnership or by joint venture, and under any name as the Trustee thinks fit;
- 4.1.8 **Engage:** the Trustee may engage and pay remuneration to any person (including a Member or Trustee) in connection with anything required to be done pursuant to the Deed and the Rules and may remove or suspend any such person;
- 4.1.9 **Borrowing:** borrowing or raising any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Relevant Law (including for the purpose of investing in a limited recourse borrowing arrangement or an instalment warrant arrangement) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustees determine and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund;
- 4.1.10 **Lending:** lending money and securing the repayment of that money in any manner and upon any terms which the Trustee may consider advisable within the confines of the Relevant Law;
- 4.1.11 **Insurance:** insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- 4.1.12 **Pay expenses:** paying out of the Fund all costs, taxes and expenses of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to the Rules;
- 4.1.13 **Discharge liabilities:** making and giving receipts and releases or discharges of any kind;
- 4.1.14 **Indemnification:** giving any guarantee, indemnity or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members, or other persons entitled in respect of the Fund;
- 4.1.15 **Life Insurance Policies:** effecting life insurance policies for the purposes of providing benefits for Members including insurance policies over the life of a Member for the benefit of another Member;
- 4.1.16 **Mortgage Protection Insurance:** effecting mortgage protection insurance or like insurances to cover payment of borrowings by the Fund;

- 4.1.17 **Allocation of insurance premiums and proceeds:** entering into agreements with Members about the payment of insurance policy premiums and the allocation of insurance policy proceeds for any insurance policy not being an Individual Policy;
- 4.1.18 **Receive gifts or distributions:** receiving property by gift inter vivos or by distribution under a will or under the provisions of any other trust or otherwise from any person and to hold these gifts according to the Rules and to administer such additions under these provisions;
- 4.1.19 **Payment of Benefits:** paying or applying a Benefit out of the Fund to persons entitled without being responsible for seeing to the application of payments made in the exercise of this or any other power vested in the Trustee by the Deed and the Rules;
- 4.1.20 **Delegation:** delegating in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 4.1.21 **To act on advice:** acting upon the advice of any legal practitioner, any medical practitioner, accountant, actuary, superannuation consultant or any investment or financial adviser or any other professional person without being liable to any Members or their Dependants or their Legal Personal Representative in respect of any act done by the Trustees in accordance with such advice;
- 4.1.22 **Charge a fee:** charging fees for doing anything permitted or required under the Relevant Law and for which a fee may be charged;
- 4.1.23 **Irrevocable election:** irrevocably electing that the Fund become a Regulated Superannuation Fund.

#### 4.2 Absolute Discretion

- 4.2.1 Save as expressly provided to the contrary in the Rules, the Trustee in the exercise of the authorities, powers and discretions given to it under the Deed and the Rules, has an absolute and unfettered discretion, and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under the Deed, the Rules and the Relevant Law.
- 4.2.2 The Trustee may, in its absolute discretion, waive any requirement of the Deed and the Rules in respect of any Member provided any such action does not cause a breach of the Relevant Law.

#### 4.3 Delegation and Appointment of Attorney by Trustee and Appointment of Custodian

- 4.3.1 The Trustee may delegate in writing the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustees and to execute any powers of attorney or other instruments necessary to effect such a delegation.
- 4.3.2 The Trustee may appoint one or more attorneys under power of attorney upon such terms as the Trustee thinks fit to perform any of the powers, authorities, duties or functions conferred on the Trustee by the Deed, Rules or by law. Any

such power of attorney will remain valid and effectual for the period nominated by the Trustee or until revoked by the Trustee.

- 4.3.3 The Trustee may appoint any person as custodian or nominee to hold legal title for any asset acquired or to be acquired by the Trustee in such terms as the Trustee thinks fit.

#### 4.4 Remuneration of the Trustee

- 4.4.1 The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee unless permitted under the Relevant Law.

- 4.4.2 Subject to the Relevant Law, nothing in the Deed or the Rules will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the Corporations Act) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

#### 4.5 Inquiries and Complaints

The Trustee must to the extent required by the Relevant Law establish arrangements to deal with inquiries or complaints about the operation or management of the Fund.

#### 4.6 Dependants and Other Beneficiaries

The Trustee may exercise all its powers under the Deed, the Rules and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of the Rules and any direction of the Trustee in relation to the payment of any Benefit.

#### 4.7 Indemnity

##### 4.7.1 Trustee's Responsibility

Subject to Rule 4.9:

- (a) the Trustee is not personally responsible or liable in respect of the execution or purported or attempted execution of, or failure or neglect to exercise or carry out any of the Trustee's duties, authorities, powers or discretions;
- (b) the Trustee (and if a Corporate Trustee, each of its directors) is entitled to be indemnified out of the Fund against all liabilities incurred by the Trustee as the trustee of the Fund; and
- (c) the Trustee is entitled to a lien on, or may use the Fund for the indemnity and generally for the payment of all proper costs and expenses of performing the Trustee's duties under the Deed and the Rules unless prohibited by the Relevant Law.

#### 4.7.2 Trustee's Right of Indemnity and Exoneration

- (a) The Trustee's right of indemnity is limited to the right described in **Rule 4.7.1**;
- (b) The Trustee has no right to indemnity or exoneration by any of the Members against any liability incurred by the Trustee as trustee of the Fund.

#### 4.8 Release

The Trustee (and if a company, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

#### 4.9 Limited Indemnity and Release

Nothing in the Deed has the effect of giving the Trustee (and if a Corporate Trustee, each of its directors) an indemnity or release in respect of any liability:

4.9.1 for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or

4.9.2 for a monetary penalty under a civil penalty order.

#### 4.10 Confidentiality

The Trustee shall keep confidential all material and information concerning the administration and management of the Fund and concerning Members and their Dependants and only use that material and information in the administration and management of the Fund and unless required expressly in these Rules or by the Relevant Law shall not be obliged to give reasons for any decisions or acts or omissions of the Trustee.

### 5. Membership

#### 5.1 Admission

The Trustee may in its absolute discretion admit to membership of the Fund any person who has lodged with the Trustee an application for membership in such form as the Trustee may require and may as a condition of admission require the person to enter into a written agreement with the Trustee imposing special conditions in respect of membership.

#### 5.2 Bound by the Deed and the Rules

Every person admitted to membership of the Fund becomes a Member and is bound by the Deed and the Rules.



**5.3 Variation of Membership Terms**

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member.

**5.4 Information to Members**

The Trustee must, as soon as practicable after the admission of a Member, and at such other times as is required by the Relevant Law give to that Member and any other entitled person any information and details about the Fund required by the Relevant Law .

**5.5 Information from Members**

5.5.1 Every Member and Dependant must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee considers necessary to administer the Fund and for the Trustee to otherwise be satisfied that such person is entitled to a Benefit from the Fund. The Trustee may suspend the payment of any Benefit if any Member or Dependant fails to supply all or any of such information and documents.

5.5.2 Where information or a document is not furnished within six (6) months of the first request, the Benefit payable to or for such Member or Dependent may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustee to an Eligible Fund.

**5.6 Person to Receive a Reversionary Pension**

Subject to the Rules and the Relevant Law, the Trustee must admit a person as a Member where that person will be paid a pension from the Fund as a consequence of the death of another Member.

**5.7 Cessation of Membership**

A person ceases to be a Member of the fund when:

5.7.1 when the Member dies;

5.7.2 all Benefits which are or may be payable under these Rules in respect of the Member have been paid;

5.7.3 a transfer of the balance of their Member Account is made to an Eligible Fund;

5.7.4 the Trustee requires a Member to cease membership of the Fund to comply with the Relevant Law;

5.7.5 the Trustees determine that a Member is no longer required to be recognised as a Member of the Fund;

5.7.6 after the Member has been accepted into membership by the Trustees and the balance of the Member Account of the Member has a nil balance and the Trustees determine that the Member is not to continue to be recognised as a Member of the Fund;

5.7.7 the Trustees shall otherwise reasonably determine.

## 5.8 Closure of Membership

In order that the Fund obtains, retains or maintains a duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of an asset to the Fund when the asset was first acquired by the Trustee and held for the benefit of particular Members of the Fund at that time, the Trustee may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay Benefits to those Members. The Trustee shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

## 6. Contributions to the Fund

### 6.1 The Trustee:

6.1.1 may accept contributions for the benefit of a Member from the Member or from any other person and which includes

- (a) government co-contribution;
- (b) child contributions;
- (c) spouse contributions;
- (d) the whole or part of any Shortfall Component in respect of any employee or Member received from the Commissioner of Taxation;
- (e) Splittable Contributions; and
- (f) any Downsizer Contributions as defined and provided in the Relevant Law;

6.1.2 must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law;

6.1.3 may allocate, record or treat the whole or part of a contribution in a manner not prohibited by the Relevant Law including the allocation of the whole or part of a contribution to a reserve; and

6.1.4 may refuse to accept part or all of any contributions as the Trustee deems appropriate.

### 6.2 Form of Contributions

6.2.1 Subject to the Relevant Law, contributions may be made either in money or by in specie transfer of assets not prohibited by the Relevant Law.

6.2.2 If a contribution is made by an in specie transfer:

- (a) the amount of the transfer will be the market value of the asset determined by the Trustee at the time of its transfer;

- (b) any other terms and conditions of the transfer will be as determined by the Trustee; and
- (c) in the event that the Trustee wishes to restrict the Benefits arising from the assets transferred to the Fund under this Rule to particular Members, the Trustee shall either proceed under Rule 7.4 to hold the assets specifically to provide Benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustee may close the membership of the Fund to new members under Rule 5.8.

### 6.3 Splittable Contributions

The Trustee may allow Splittable Contributions and a Member may request that the Trustee allocate the whole or part of that contribution to any other Member or person so long as any other transfer or allocation is in accordance with the Relevant Law.

### 6.4 Contribution Repayment or Release

The Trustees may repay the whole or any part of a contribution and any associated earnings to a Member but only if the repayment is not in breach of the Relevant Law. The Trustees may repay a contribution which at the time of making the payment was not intended to be a contribution. The Trustees must repay the whole or part of a contribution and any associated earnings to the Member if directed by the Regulator. The Trustees may deduct from the repayment any liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution. If excess contributions are received by the Fund and the Trustees receive a release authority under the Relevant Law, then the Trustees may release funds and pay Excess Contributions Tax in accordance with the release authority and the Relevant Law.

## 7. Investments

### 7.1 Investment Strategy

The Trustee must formulate in writing, give effect to and review regularly an investment strategy that complies with the requirements of Rule 3.1 and the Relevant Law.

### 7.2 Authorised Investments

7.2.1 Subject to the Relevant Law, the Trustee may directly or indirectly invest in any investment which the Trustee considers appropriate all or so much of the assets of the Fund not required immediately for the payment of Benefits or other amounts authorised by the Rules.

7.2.2 Without restricting the generality of Rule 7.2.1, the Trustee may invest alone, in partnership or jointly with any other entity in:

- (a) any investment authorised by the laws of the Commonwealth of Australia or any State or Territory of Australia for the investment of trust funds;
- (b) the acquisition of any interest in real or personal property, and the improvement or extension of that property;
- (c) any mortgage on freehold or leasehold property situated in Australia or elsewhere;

- (d) any deposit with any bank, building society, other financial institution or any person or organisation whatsoever and at such rate of interest and upon such terms as the Trustee may deem reasonable;
- (e) the making of any loan to any entity (except to a Member or a relative of a Member) with or without security, and at such rate of interest and upon such terms as the Trustee considers reasonable;
- (f) the acquisition of foreign currencies, commodity contracts, hedging contracts or futures contracts of any kind quoted on a recognised stock exchange;
- (g) the acquisition of shares or stock of any class or description, or of any type of bond, mortgage, debenture, note option, warrant, derivative or other like security in any company or trust fund, society, unincorporated association or other entity in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up, and whether secured or unsecured, registered or unregistered;
- (h) the acquisition of, or subscription for, any unit or interest in any unit trust established or situated anywhere in the world, and whether such units or interests are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the acquisition of any financial product (including instalment warrants or other derivative) over any assets in which the Trustee is authorised to invest;
- (j) the acquisition of any precious metals, coins, stamps, works of art, antiques and any other precious objects;
- (k) the acquisition of any insurance policy or annuity of any kind whatsoever and wherever made;
- (l) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
- (m) the acquisition of digital currency, cryptocurrency and such other similar or like digital assets;
- (n) bills of exchange, bill of lading, promissory notes or other negotiable or transferable instruments; and
- (o) Any other investment the Trustee considers appropriate.

### 7.3 Power to Sell and Vary Investments

The Trustee may sell or otherwise dispose of any investments and to vary and transpose any investments into other investments authorised by the Rules.

**7.4 Assets Specific to a Member**

7.4.1 The Trustees, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Trustees and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.4.2 Notwithstanding anything contained in the Rules, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred out of the Member's account and no other person shall obtain an interest in the asset unless:

- (a) the asset is being transferred to the Member as payment of a Benefit in specie to the Member;
- (b) the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or
- (c) the transfer of the asset does not affect any duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustees.

**7.5 Restrictions on Member Contributed Property.**

7.5.1 Notwithstanding any other provision in the Rules to the contrary, where the Trustee acquires Member Contributed Property:

- (a) either:
  - (i) the Transferor of the Member Contributed Property must be the only Member of the Fund and the Trustees must not admit any further Members to the Fund whilst the Fund holds the Member Contributed Property; or
  - (ii) the Member Contributed Property must be used solely for the benefit of the Transferor; and
- (b) any Member Contributed Property must be used solely for the purpose of providing a retirement benefit to the Transferor; and
- (c) to which the preceding Rules apply:
  - (i) must be held by the Trustees specifically for the benefit of the Transferor as a Member of the Fund; and
  - (ii) cannot be pooled with any property held for another Member of the Fund; and
  - (iii) no other Member of the Fund can obtain an interest in the Member Contributed Property.

**7.6 Gifts and Distributions**

7.6.1 Subject to the Relevant Law, the Trustee may accept gifts or distributions made to the Fund from any person or organisation whatsoever.

7.6.2 The Trustee may allocate such gifts or distributions to any Account of the Fund for any purpose as it sees fit.

**7.7 Investment Income**

The Trustee must at the Review Date:

7.7.1 value all of the assets of the Fund; and

7.7.2 determine the net income and net capital gains of the Fund (whether realised or unrealised) for the period since the last Review Date, after deducting any capital losses, expenses and Taxes as the Trustee considers appropriate.

**7.8 Fund Earning Rate**

At the Review Date, the Trustee must determine the rate at which the income of the Fund is to be credited or debited to Member Accounts and other Accounts and reserves established by the Trustee, having regard to:

7.8.1 the amount of income for the Financial Year ending on the relevant Review Date;

7.8.2 the amount of income expected for the subsequent Financial Year;

7.8.3 the amount of income credited to the Member's Accounts in previous Financial Years;

7.8.4 the amount of Taxes, costs and other liabilities of the Fund;

7.8.5 investment strategies of the Fund; and

7.8.6 any other matters the Trustee considers relevant.

**7.9 Interim Fund Earning Rate**

During a Financial Year, the Trustee may determine an interim rate at which the income of the Fund is to be credited or debited to any Member Account for the purpose of calculating the Member's entitlement to Benefits.

**8. Borrowing - section 67A and 67B of the SIS Act Arrangements**

Pursuant to Rule 4.1.9 and subject to the Relevant Law, the Trustee may:

8.1 borrow monies for the purposes of acquiring asset(s); and

8.2 authorise a charge to be given over asset(s) to be acquired.

## 9. Estate Planning

### 9.1 Non-Binding Death Benefit Nomination

- 9.1.1 A Member may, in writing, notify the Trustee of the manner in which the Member would prefer their Benefit to be distributed upon the Member's death ('Non-Binding Death Benefit Nomination')
- 9.1.2 The Trustee need not comply with a Non-Binding Death Benefit Nomination.
- 9.1.3 A Member may vary or revoke a Non-Binding Death Benefit Nomination at any time.

### 9.2 Binding Death Benefit Nomination

- 9.2.1 A Member may at any time in writing (the form and content of which writing need not comply with the Relevant Law and which writing may be contained within a testamentary instrument and which may be given to the Trustees after the Member's death and which does not need to be given by the Member personally) direct the Trustee about the manner in which the Member's Benefit is to be distributed upon their death and the beneficiaries to whom it is to be paid (being persons who would be Dependants and the Member's Legal Personal Representative and any other person authorised by the Relevant Law) and, if to more than one person, in what proportions ('Binding Death Benefit Nomination').
- 9.2.2 A Member may:
  - (a) confirm, vary or revoke a Binding Death Benefit Nomination at any time;
  - (b) elect that all or some (as specified by the Member in the nomination) of the directions in the Binding Death Benefit Nomination shall be binding upon the Trustee.
- 9.2.3 A Binding Death Benefit Nomination need not contain an express statement that a direction is binding to be binding and it shall be sufficient if it uses words or language that satisfy the Trustee that the direction was intended by the Member to be binding.
- 9.2.4 A Binding Death Benefit Nomination may:
  - (a) be lapsing or non-lapsing as to the whole or part;
  - (b) specify a period or date after which a direction is to be no longer binding but is to otherwise remain valid;
  - (c) specify a period or date after which it lapses as to the whole or part;
  - (d) contain conditions which must be satisfied or met in order for a Benefit to be paid;
  - (e) specify the type, amount and proportion of different components of Benefit to be paid;

- (f) specify whether or not a pension including a reversionary pension is to be provided;
- (g) revoke, vary or replace a nomination or direction about the continuation of pension as a reversionary pension upon death of the Member
- (h) specify the circumstances in which directions intended to be binding are to be treated as no longer binding including but not limited to:
  - (i) the marriage, separation, divorce or death of a beneficiary;
  - (ii) the marriage, separation, divorce of the Member;
  - (iii) where a beneficiary consents;
- (i) specify payment of a Benefit to a trust in which the beneficiaries are limited to those persons who are the Member's Dependants for the purposes of section 302-195 of the Income Tax Assessment Act 1997.

9.2.5 Unless expressed to the contrary, a Binding Death Benefit Nomination requiring a Benefit to be paid to a spouse of a Member will be revoked if proceedings have commenced, or will be commenced, under the *Family Law Act 1975* (Cth) or similar laws seeking a dissolution of the marriage between that Member and the spouse.

9.2.6 Notwithstanding this Rule 9.2, any notice in writing concerning the payment of a Member's Benefit upon their death prepared by a Member pursuant to Rules governing the operation and administration of the Fund prior to the adoption of these Rules shall continue to have full force and effect unless and until it lapses or is subsequently revoked, modified, amended or varied.

### 9.3 Member Directed Superannuation Benefit Plan

9.3.1 The Trustees and a Member may enter into an agreement in writing about the payment of a Benefit to beneficiaries upon the Member's death and which include terms and conditions of the type set out in Rules 9.2.4. (**'Member Directed Superannuation Benefit Plan'**).

9.3.2 The terms of a Member Directed Superannuation Benefit Plan shall form part of these Rules as between Member and the Trustees and shall be read together with the Rules as follows:

- (a) subject to the Relevant Law, the Member Directed Superannuation Benefit Plan prevails over any Binding Death Benefit Nomination made under Rule 9.2 unless the Binding Death Benefit Nomination expressly revokes or replaces the Member Directed Superannuation Benefit Plan made under this Rule 9.3;
- (b) the Member Directed Superannuation Benefit Plan replaces any previous Member Directed Superannuation Benefit Plan made under this Rule;
- (c) any previous Binding Death Benefit Nomination given under Rule 9.2 is to be treated as not in effect for the purposes of Rule 9.2 and Rule 14.9.3;



- (d) the terms of the Member Directed Superannuation Benefit Plan are to prevail if there is any inconsistency between the Member Directed Superannuation Benefit Plan and the Rules; and
- (e) if part of an Member Directed Superannuation Benefit Plan is invalid because a beneficiary is not eligible to receive a Benefit under the Relevant Law then that part of the Benefit shall be distributed in accordance with Rule 14.9.7.

9.3.3 A Member may confirm, vary or revoke a Member Directed Superannuation Benefit Plan.

#### 9.4 Reversionary Pension

Subject to the Relevant Law and Rule 14.9.6, the Trustee must comply with any terms and conditions contained in a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under these Rules or any equivalent Rule contained in prior Rules concerning the continuation or otherwise of a pension as a reversionary pension upon death of the Member.

#### 9.5 Consistency of Estate Planning

The Trustee must ensure that there is consistency as between all of:

- 9.5.1 a Non-Binding Death Benefit Nomination (Rule 9.1);
  - 9.5.2 a Binding Death Benefit Nomination (Rule 9.2);
  - 9.5.3 a Member Directed Superannuation Benefit Plan (Rule 9.3); and
  - 9.5.4 the terms and conditions of any pension (Rule 9.4 and Rule 14.5);
- made by or in place for a Member.

### 10. Fund Accounts

#### 10.1 Fund Accounts

The Trustee must keep Accounts and reserves that the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefit payable to each Member.

#### 10.2 Member Accounts

The Trustee must keep separate Accounts for each Member and if necessary, separate Accounts for the purposes of:

- 10.2.1 differentiating between contributions made by a Member and contributions made by others for the benefit of the Member;
- 10.2.2 differentiating between a Member's preserved and non-preserved benefits;
- 10.2.3 calculating the tax free and taxable components of a Member's Benefit within the meaning of the Relevant Law;

10.2.4 identifying particular assets which are funding a Member's pension;

10.2.5 enabling Members to have one or more pensions; and

10.2.6 any other purpose as the Trustee considers appropriate.

### 10.3 Crediting and Debiting Member Accounts

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

10.3.1 contributions received from the Member or for the benefit of the Member;

10.3.2 income or losses of the Fund as determined by the Trustee;

10.3.3 amounts transferred to or from a reserve of the Fund;

10.3.4 amounts transferred to or from an Eligible Fund;

10.3.5 the amount of any Splittable Contributions as agreed between the Member and the Trustee;

10.3.6 the amount of any payment split that the Trustee is required to apply in accordance with the *Family Law Act 1975 (Part VIII B)*;

10.3.7 any Taxes, expenses or liabilities in relation to the contributions received in respect of the Member;

10.3.8 any Taxes, expenses or liabilities of the Fund that the Trustee considers appropriate;

10.3.9 any Benefit paid to the Member or any other person as approved by the Trustee;

10.3.10 any premiums and other expenses of any insurance policies in respect of the Member

10.3.11 any proceeds of insurance effected for the benefit of the Member;

10.3.12 any other amount which shall be credited or debited for the purposes of the Rules; and

10.3.13 any other amounts that the Trustee considers appropriate.

### 10.4 Reserves

The Trustee may establish and maintain the following reserve accounts:

10.4.1 a Reserve for smoothing any fluctuations in the value and earnings of investments of the Fund;

10.4.2 a Taxation Reserve for making provision for any existing or prospective liability for Taxes or any other liability;

10.4.3 such Reserves or liability accounts to assist the Trustee to identify the value of assets that may be exchanged or segregated as either current pension assets,

non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and

10.4.4 such other reserves and accounts for any other purpose the Trustee considers appropriate.

## **11. Fund Expenses and Taxation**

### **11.1 Expenses**

11.1.1 Except as otherwise provided, all expenses relating to the establishment, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.

11.1.2 The Trustee may debit Member Accounts, reserves and any other Accounts as it considers appropriate to reflect the payment, or the provision of expenses and notwithstanding anything expressed or implied to the contrary in the Rules, the expenses of the Fund shall be distributed in a fair and reasonable manner as between all Members and in determining what is fair and reasonable the Trustee may have regard to whether such expenses were to the benefit or detriment of some or one, but not all, of the Members.

### **11.2 Taxes**

11.2.1 The Trustee must pay all Taxes assessed to the Fund.

11.2.2 The Trustee may deduct from a Member's Account, a reserve or any other Account any Taxes referable to:

- (a) contributions made to the Fund for the benefit of a Member;
- (b) earnings attributed to a Member's Account;
- (c) any Benefit from which the Trustee considers Taxes may be payable.

11.2.3 The Trustee may deduct from a Member's Account any Excess Contributions Tax payable by that Member in accordance with Rule 6.4.

11.2.4 Subject to the Relevant Law the Trustee may allocate any refund of Taxes to a Member's Account, reserve or other Account.

## **12. Records and Reports**

### **12.1 Records and Accounts to be kept**

The Trustee must in such manner and form and at such time as required by the Relevant Law:

12.1.1 keep full and comprehensive minutes of meetings;

12.1.2 keep account of all moneys received by or for, and disbursed from, the Fund and of all dealings of the Fund;

- 12.1.3 collect and promptly pay into a bank or other account of the Fund all moneys due to the Fund;
- 12.1.4 keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law;
- 12.1.5 make suitable arrangements for the custody of documents relating to the investments of the Fund;
- 12.1.6 details of any order or agreement for a payment split that the Trustee is required to apply in accordance with the Family Law Act 1975 (Part VIII B); and
- 12.1.7 prepare accounts, returns and statements in relation to the Fund as at the end of the Financial Year.

## 12.2 Audit

The Trustee must appoint an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee in respect of such audit within the time specified by the Relevant Law.

## 12.3 Inspection of records

The Trustee must allow Members to inspect such documents and information as required by the Relevant Law.

## 12.4 Report to Regulator

The Trustee shall provide to the Regulator such reports required from time to time by the Relevant Law. The Trustee shall give to the Regulator notice of changes to the Fund in such form and in such manner as specified by the Relevant Law that the Trustee must give to the Regulator.

# 13. Transfers of Benefits

## 13.1 Transfers within the Fund

The Trustee with the consent of the Member may pay or transfer in the form money or assets of the Fund or a combination of both all or part of the Member's interest or entitlement in the Fund to another Member's Account provided that:

- 13.1.1 the payment or transfer is not prohibited by the Relevant Law;
- 13.1.2 the Member shall be deemed to have consented to payment or transfer if the payment or transfer is required by the Relevant Law; and
- 13.1.3 the payment or transfer is made in accordance with the provisions, if any, of the Relevant Law.

## 13.2 Transfers to Other Funds

Subject to the Rules and the Relevant Law, the Trustee may pay or transfer to an Eligible Fund all or part of a Member's interest or entitlement to benefits in the Fund on such terms and conditions determined by the Trustee:

- 13.2.1 when requested by the Member;
- 13.2.2 when permitted or required by the Relevant Law whether or not requested or consented by the Member and the Member shall be deemed to have consented to such payment or transfer; and
- 13.2.3 such payment or transfer may be in the form of money or assets of the Fund or a combination of both.

### 13.3 Benefits Cease

If there is a payment or transfer made under Rule 13.2:

- 13.3.1 the payment or transfer will satisfy the Member's interest or entitlement to those benefits to the extent of the amount paid or transferred;
- 13.3.2 the receipt of the payment or transfer by the trustee of the Eligible Fund will discharge the Trustee with respect to any liabilities referable to the amount paid or transferred; and
- 13.3.3 after the payment or transfer, the Trustee will not be responsible for the future application of the particular amount.

### 13.4 Transfers from Other Funds

- 13.4.1 Upon a Member's requests, the Trustee may accept a payment or transfer of money or assets from an Eligible Fund:
  - (a) on such terms and conditions imposed by the Eligible Fund;
  - (b) on such terms and conditions determined by the Trustee; and
  - (c) which is not prohibited by the Relevant Law.
- 13.4.2 The Trustee shall have regard to the provisions governing the preservation of benefits in the Eligible Fund to ensure that any Benefit arising from the assets transferred will only be paid to or in respect of the Member in circumstances similar to those provided for in the provisions governing the Eligible Fund:
  - (a) where the Eligible Fund is an overseas pension scheme or foreign superannuation fund, to the extent required by foreign law; and
  - (b) to extent required by the Relevant Law.
- 13.4.3 Subject to the requirements of this Rule 13.4 and the Relevant Law, the Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets paid or transferred under this Rule 13.4.

### 13.5 Transfers from UK Registered Pension Schemes

- 13.5.1 Notwithstanding Rule 14, this Rule 13.5 applies to Recognised Transfer Amounts accepted by the Trustees pursuant to Rule 13.4 from a registered pension scheme in the United Kingdom:

- (a) subject to this Rule, a Member is only entitled to receive a Benefit sourced from a Recognised Transfer Amount when the Member is permitted by the UK Regulations;
- (b) the Trustees must not pay a Benefit sourced from a Recognised Transfer Amount to a Member any earlier than would be payable if pension rule 1 of section 165 of the Finance Act 2004 (United Kingdom) applied;
- (c) this Rule 13.5 may be amended only if, after the amendment, the amended Rule would continue to comply with the QROPS Requirements;
- (d) a Recognised Transfer Amount may be transferred to an Eligible Fund in accordance with Rule 13.2 only where the provisions governing the Eligible Fund contain provisions to the same effect as this Rule 13.6 in respect of a Recognised Transfer Amount;
- (e) the Trustees must do all necessary things to comply with the QROPS Requirements including but not limited to the Benefits Tax Relief Test and the Pension Age Test.

## 14. Benefits

### 14.1 When Payable

14.1.1 Subject to the Relevant Law and these Rules, a Benefit may be paid when:

- (a) the Member has reached the Preservation Age;
- (b) the Member has reached the Retirement Age;
- (c) the Member has ceased to be Gainfully Employed;
- (d) the Member suffers Temporary Incapacity; or
- (e) the Member suffers Permanent Incapacity.
- (f) the Member suffers from a Terminal Medical Condition;
- (g) the Member has died;
- (h) compassionate grounds;
- (i) a First Home Super Saver Scheme benefit as provided in the Relevant Law; or
- (j) such other events or circumstance allow a Benefit to be paid.

14.1.2 A Benefit must be paid by the Trustee if required under the Relevant Law.

### 14.2 Method of Payment

14.2.1 A Benefit may be paid:

- (a) in a lump sum;

- (b) by way of one or more pensions;
- (c) by an in specie transfer of assets of the Fund;
- (d) in any other way permitted by the Relevant Law; or
- (e) as a combination of any of the above.

14.2.2 The Trustee may pay the whole or part of a Benefit by the payment or transfer of money or assets of the Fund but must pay a Benefit in a particular way if required by the Relevant Law.

#### 14.3 Payment Conditions

14.3.1 The Trustee may impose any reasonable conditions regarding payment of Benefits, such as requiring a Member or the Member's Legal Personal Representative to produce evidence of entitlement.

14.3.2 A Benefit must not be paid if doing so would result in the Fund not complying with the Relevant Law.

#### 14.4 Lump Sum

14.4.1 The Trustee may, at its discretion, pay a lump sum Benefit if requested by a Member.

14.4.2 The lump sum Benefit may be paid:

- (a) in money as a single payment or in instalments; or
- (b) by way of an in specie transfer of assets of the Fund of equivalent value, with the value determined on an arms' length basis at the date of transfer.

14.4.3 Subject to Rule 14.4.4, the amount of any lump sum Benefit must not:

- (a) exceed the balance of the Member's Accounts; or
- (a) be less than any amount required under the Relevant Law.

14.4.4 Subject to the Trustee's discretion, in addition to any lump sum Benefit paid under Rule 14.4.2, the Trustee may pay an amount from a reserve of the Fund to a Member.

#### 14.5 Pension

14.5.1 The Trustee may, at its discretion, pay a pension if requested by a Member.

14.5.2 Subject to the Relevant Law and Rule 14.6, a pension will be paid subject to the following:

- (a) payment shall be in such amounts and on such terms and conditions as agreed in writing by Trustee and the Member;
- (b) a pension may include a nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;

- (c) a pension may be subject to or varied by a Binding Death Benefit Nomination made under Rule 9.2 or Member Directed Superannuation Plan made under Rule 9.3;
- (d) the Trustee with the consent of the Member may at any time vary the terms and conditions of a pension including a variation which adds, removes or replaces any nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
- (e) a variation of a pension shall not create a new pension unless expressly provided otherwise in writing;
- (f) the terms and conditions of a pension shall form part of the Rules.

#### 14.6 Pension Conditions

- 14.6.1 Any standards with respect to the payment of pensions contained in the Relevant Law are incorporated in, and form part of the Rules.
- 14.6.2 Any pension paid to a Member must be provided pursuant to any standards contained in the Relevant Law.
- 14.6.3 In providing a pension to a Member, and subject to Rule 14.6.1 and the Trustee's discretion, the Trustee may apply any amount from the Member's Account and/or a reserve of the Fund.
- 14.6.4 If a pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act 1991 or the Veterans' Entitlements Act 1986 apply to the extent of any inconsistency to ensure the pension qualifies or continues to qualify as an Asset Test Exempt Pension.

#### 14.7 Recommencement of a Ceased Pension

Where a pension has ceased because any minimum pension payment requirement of the Relevant Law has not been satisfied then that pension shall re-commence on the same terms and conditions as the ceased pension on the first day of July following the day that the pension ceased.

#### 14.8 Commutation

- 14.8.1 The Trustee may, at its discretion, commute a part of the whole of a Benefit if requested by a Member but if a Benefit is subject to a cashing restriction the Trustee shall ensure the Benefit is only commuted in accordance with the Relevant Law.
- 14.8.2 The Trustee must not commute a part or the whole of a Benefit if the commutation will cause the Fund breach the Relevant Law.
- 14.8.3 Any commutation amount may be applied by the Trustee:
  - (a) to pay a lump sum Benefit to the Member;
  - (b) to pay one or more pensions to the Member;



- (c) be allocated to the Member's Accounts; or
- (d) in any way not prohibited by the Relevant Law.

#### 14.9 Death Benefits

14.9.1 Upon the death of a Member but subject to any Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan:

- (a) the Trustee shall not exercise any discretion or power concerning the payment of a death benefit unless:
  - (i) the prior written consent of the Legal Personal Representative of the deceased Member has been obtained to the manner and form of payment and to whom payment is to be made; or
  - (ii) the Legal Personal Representative of the deceased Member is a Trustee or director of a Corporate Trustee;
- (b) the Trustee may continue to pay to the Legal Personal Representative any pension paid to the deceased Member
- (c) the Trustees may pay or transfer a death benefit to an Eligible Fund for payment to a Dependant in a manner permitted by the Relevant Law;
- (d) the Trustees may transfer a death benefit to a trust in which the beneficiaries of such trust are limited to those persons who are Dependents for the purposes of section 302-195 of the Tax Act.

14.9.2 The Trustee may comply with a Non-Binding Death Benefit Nomination of a Member made under Rule 9.1 or any equivalent Rule contained in prior Rules provided that the payment is permitted by the Relevant Law.

14.9.3 The Trustee must comply with a Binding Death Benefit Nomination of a Member made under Rule 9.2 or any equivalent Rule contained in prior Rules provided that the payment is permitted by the Relevant Law.

14.9.4 The Trustee must comply with a Member Directed Superannuation Benefit Plan of a Member made under Rule 9.3 or any equivalent Rule contained in prior Rules provided that the payment is permitted by the Relevant Law.

14.9.5 The whole or part of a Member's Benefit payable on death which is not subject to or is not permitted to be paid pursuant to a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan shall be paid by the Trustee in accordance with Rule 14.9.7 and Rule 14.9.8.

14.9.6 Subject to the Relevant Law and notwithstanding Rule 9.5, if there is any inconsistency between a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under the Rules or any equivalent Rule contained in prior Rules, the terms and conditions of whichever of the pension or Binding Death Benefit Nomination or Member Directed Superannuation Benefit Plan is the later made will prevail.

14.9.7 Subject to Rule 14.9.3 and Rule 14.9.4 and the Relevant Law, the Trustee must distribute the balance of the Member's Accounts as a death benefit in such manner, form or type and in such proportions as the Trustee may in the absolute discretion of the Trustee decide to:

- (a) one or more Dependants; or
- (b) the Legal Personal Representative; or
- (c) any other persons permitted by the Relevant Law; or
- (d) a combination of any of the above.

14.9.8 Subject to Rule 14.9.6, if the terms and conditions of a pension payable to the Member include a reversion to another person then the Trustee must pay the pension in accordance with Rule 9.4.

14.9.9 Subject to the Relevant Law, and notwithstanding any other provision of this Rule 14.9, the Trustee may in its absolute discretion pay an additional amount from other Accounts and/or reserve, to the Legal Personal Representative or one or more of the deceased's Dependants.

14.9.10 Any additional amount paid as contemplated in Rule 14.9.9 will not form part of the Member's death benefit.

#### 14.10 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit where a Member or Dependand:

14.10.1 fails to provide any information or to do anything contemplated by Rule 5.5.1 or if provided is carelessly incorrect, or deliberately misleading; or

14.10.2 otherwise fails to comply with the other provisions of the Rules or the requirements of the Relevant Law.

#### 14.11 Preserved Benefits

Nothing in the Deed or Rules requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

### 15. Family Law Splitting and Flagging

#### 15.1 Complying with Agreements and Orders

15.1.1 The Trustee shall only be obliged to comply with any request for information, agreement or order made under Part VIII B of the Family Law Act 1975 to the extent permitted or required by the Relevant Law.

15.1.2 The Trustee may impose a fee for the administrative costs associated with complying with an agreement or order made under Part VIII B of the Family Law Act 1975 and such fee shall be payable by such persons and in such proportions as prescribed by the Relevant Law or Part VIII B of the Family Law Act 1975. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee

that the Trustees impose and may debit the interest to a Benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.

15.1.3 Nothing in the Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under Part VIII B of the Family Law Act 1975 who is not already a Member of the Fund and the Trustee may transfer to an Eligible Fund any Benefit to which such person is entitled.

15.1.4 Notwithstanding anything contained in the Rules, a Benefit payable to a Member or Dependant under the Rules shall be subject to any agreement or order made under Part VIII B of the Family Law Act 1975 applying to that Benefit.

## 15.2 Information Request

The Trustee upon written application for information about a superannuation interest by an eligible person in the manner prescribed by Part VIII B of the Family Law Act 1975 (Cth) together with such other properly completed prescribed supporting documentation and upon the payment of any fee permitted to be imposed by the Trustee will provide information about the superannuation interest in the prescribed form.

## 16. Termination of the Fund

### 16.1 Termination

The Fund will be terminated on such date determined by the Trustee if the Regulator requires the Fund to be terminated or if the Trustee resolves to terminate the Fund in any of the following circumstances:

16.1.1 the Trustee decides to terminate the Fund;

16.1.2 there are no Members in the Fund; or

16.1.3 if all the Members request the Trustee to terminate the Fund.

### 16.2 Application of Assets

Subject to the Relevant Law, the Trustee must apply the assets of the Fund to the extent that there are sufficient assets to do so in the following priority:

16.2.1 towards the costs of administering and winding up the Fund;

16.2.2 in paying or transferring a Member's Benefit in accordance with these Rules;

16.2.3 any remaining amounts to be paid by the Trustee to Members, Dependents, former Members, deceased Members or Legal Personal Representatives, in such proportions as the Trustee in its discretion determines is appropriate; and

the receipt by any person of any amount under this Rule 16.2 will be in full discharge of any claims in respect of the Fund.

## **17. Alteration of the Deed and Rules**

### **17.1 Amendment**

Subject to Rule 17.2 and Rule 17.3, the Trustee may by deed at any time and from time to time amend all or any of the provisions of the Deed or these Rules (including this Rule 17.1), provided that the amendment does not:

17.1.1 vary the main purpose of the Deed and Rules being:

- (a) to establish a Regulated Superannuation Fund; and
- (b) to provide benefits to Members on retirement or to the Dependants of Members in the event of death before retirement of the Member; or

17.1.2 have the effect of reducing any Benefit that has accrued or has become payable to a Member before the amendment taking effect unless:

- (a) the reduction is required due to tax payable on income of the Fund;
- (b) the reduction is required to enable compliance with the Relevant Law;
- (c) the reduction is approved in writing by the affected Members; or
- (d) the Regulator has approved the reduction in writing.

### **17.2 Amendment Restrictions**

Notwithstanding Rule 17.1 and subject to Rule 17.3, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee:

17.2.1 which would permit the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions while the Trustee is one or more individuals; or

17.2.2 which would permit the Trustee to be other than a Constitutional Corporation while the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions; or

17.2.3 without the consent in writing of the Legal Personal Representative of a deceased Member if the death benefit payable in respect of the deceased Member has not been paid.

### **17.3 Amendments requiring Consent of Members and Others**

Notwithstanding Rule 17.1, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee except with the written personal consent of Members or, if a Member is unable to give written personal consent, with the written consent of the Legal Personal Representative and all of the Dependants of that Member:

17.3.1 which would have the effect of amending Rule 17.2 or Rule 17.3;

17.3.2 which would have the effect of altering the existing terms and conditions of:

- (a) a pension payable to the Member or their Dependants;
- (b) a Binding Death Benefit Nomination made by the Member; or
- (c) a Member Directed Superannuation Benefit Plan;

17.3.3 which would have the effect of amending Rule 13.5 if to do so resulted in the Fund failing to comply with the QROPS Requirements;

17.3.4 which would have the effect of changing the restrictions contained in Rule 7.5 when the Trustee holds Member Contributed Property.

#### 17.4 Amendments Subject to the Relevant Law

Notwithstanding anything in this Rule, the Deed and the Rules cannot be amended if the amendment is contrary to the Relevant Law.

#### 17.5 Trustee Act 1936 (SA)

The provisions of section 35B of the Trustee Act 1936 (SA) shall not apply.

### 18. Definitions

In the Deed and Rules unless the contrary intention appears:

**'Account'** means an account established by the Trustee for the purpose of administering the Fund or calculating the Benefit payable in respect of a Member or for any other purpose under the Deed or Rules;

**'Ancillary Purposes'** means those purposes that are defined in section 62 of the SIS Act;

**'Asset Test Exempt Pension'** means a pension that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veterans' Entitlements Act 1986 (and any applicable regulations);

**'Auditor'** means an approved smsf auditor within the meaning of subsection 10(1) of the SIS Act, who is appointed for the purposes of auditing the Fund;

**'Benefit'** means the benefits payable or that may be payable to or for a Member or their Dependants or any other person under the Deed, Rules or the Relevant Law;

**'Complying Self Managed Superannuation Fund'** means a Fund that satisfies the requirements of section 42A of the SIS Act;

**'Constitutional Corporation'** means a trading or financial corporation formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act);

**'Core Purposes'** means those purposes for which the Fund is established that are defined in section 62 of the SIS Act;

**'Corporate Trustee'** means a body corporate that is a Trustee of the Fund and includes a Constitutional Corporation;

**'Deed'** means the Deed establishing the Fund and as amended;

**'Dependant'** means:

- (a) a Member's spouse, but if there is more than one person who fits that description, the Trustee shall determine which one or more persons are to be treated as the Member's spouse;
- (b) a Member's child including any person who in the Trustee's opinion is maintained as a child by the Member; or
- (c) any other person with whom the Trustee considers the Member has an interdependency relationship as defined in section 10A of the SIS Act;

**'Disqualified Person'** has the same meaning as in section 120 of the SIS Act;

**'Eligible Fund'** means a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law;

**'Excess Contributions Tax'** means any tax imposed by reason of the *Superannuation (Excess Concessional Contributions Tax) Act 2007* (Cth) or the *Superannuation (Excess Non-Concessional Contributions Tax) Act 2006* (Cth) or successor legislation;

**'Financial Year'** means a period of twelve (12) months ending on 30 June or such other period ending on a date determined by the Trustee;

**'Gainfully Employed'** means employed or self-employed for gain or reward in any business, trade, profession, occupation, vocation or calling on a full time or part time basis and **'Gainful Employment'** has a corresponding meaning;

**'Fund'** means all of the assets from time to time held by the Trustee upon the trusts contained in the Deed;

**'Individual Policy'**, in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing benefits in respect of that Member and which may include an insurance policy over the life of a person other than that Member;

**'Legal Personal Representative'** in relation to a Member or a Trustee being an individual means a person who:

- (a) the executor of a Will or administrator of the estate of a deceased Member including any person named as the executor in a Will of the deceased Member even though no grant of representation has issued or is required to administer the estate of the deceased Member provided the Trustees are satisfied that it is the last Will of the deceased Member; or
- (b) holds an enduring power of attorney granted by a Member or the Trustee; or
- (c) has been appointed by law to act as the legal personal representative of a Member or a Trustee but does not include any person appointed under the laws of bankruptcy;

**'Member'** means a person who has been admitted to membership of the Fund and who has not ceased to be a Member of the Fund and any person required by the Relevant Law to be treated as a Member of the Fund and, where the context permits, includes:

- (a) the Legal Personal Representative of a Member under a legal disability; or
- (b) a parent or guardian of a Member under a legal disability by reason of age and who does not have a Legal Personal Representative;

**'Member Contributed Property'** means dutiable property for the purposes of the Duties Act 1997 (NSW) and the Duties Act 2008 (WA) which is transferred to the Trustee by a Transferor and, in respect of which property, duty has been assessed and paid under either section 62A of the Duties Act 1997 (NSW) or section 122 of the Duties Act 2008 (WA) and includes the proceeds of the sale of the whole or part of any such property;

**'Old-Age Pension'** means an old age pension for the purposes of paragraph 51(xxiii) of the Commonwealth of Australia Constitution Act;

**'Permanent Incapacity'** in relation to a Member has the same meaning as that contained in any insurance policy effected to cover Permanent Incapacity of the Member and in force at the time of the incapacity or where there is no such insurance policy means ill-health (whether physical or mental) which the Trustee after having regard to the requirements of the Relevant Law is reasonably satisfied the Member is unlikely to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;

**'Preservation Age'** means:

- (a) for a person born before 1 July 1960 – 55 years; or
- (b) for a person born during the year 1 July 1960 to 30 June 1961 – 56 years; or
- (c) for a person born during the year 1 July 1961 to 30 June 1962 – 57 years; or
- (d) for a person born during the year 1 July 1962 to 30 June 1963 – 58 years; or
- (e) for a person born during the year 1 July 1963 to 30 June 1964 – 59 years; or
- (f) for a person born after 30 June 1964 – 60 years;

**'QROPS Requirements'** means any requirements under laws relating to superannuation funds that the Fund must satisfy to be a qualifying recognised overseas pension scheme under section 169 of the Finance Act 2004 (United Kingdom);

**'Recognised Transfer Amount'** means the amount transferred to the Fund or a previous superannuation arrangement in respect of a Member as a recognised transfer under section 169 of the Finance Act 2004 (United Kingdom);

**'Regulated Superannuation Fund'** has the same meaning as contained in section 19 of the SIS Act;

**'Regulator'** means the Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as defined in section 10(1) of the SIS Act and in respect of Recognised Transfer Amounts means the Board of Inland Revenue and HM Revenue & Customs of the United Kingdom;

**'Relevant Law'** means:

- (a) the *Superannuation Industry (Supervision) Act 1993 (Cth)* ('SIS Act');
- (b) the *Income Tax Assessment Act 1997 (Cth)* ('Tax Act');
- (c) the *Corporations Act 2001 (Cth)* ('Corporations Act');
- (d) any successor acts and all Regulations made pursuant to the above Acts;
- (e) in respect of Recognised Transfer Amounts such parts of the UK Regulations which the Fund must satisfy in order for the Fund to satisfy QROPS Requirements;
- (f) any other legislation, requirements, standards, guidelines, rulings or announcements which must be complied with or that the Trustee considers desirable to comply with in order for the Fund to be a regulated and complying superannuation fund;

**'Review Date'** means the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion;

**'Retirement Age'** means:

- (a) age 65; or
- (b) such other age at which benefits can generally be paid from a regulated superannuation fund under the Relevant Law even if a Member has not ceased Gainful Employment;

**'Shortfall Component'** has the same meaning as that contained in the Superannuation Guarantee (Administration) Act 1992;

**'Splittable Contribution'** means a spouse contributions-splitting amount as defined in SIS Regulation 6.42;

**'State Trust Law'** means whichever of the Trustee Act 1958 (VIC), the Trustee Act 1925 (NSW), the Trustees Act 1962 (WA), the Trusts Act 1973 (QLD), the Trustee Act 1936 (SA), the Trustee Act 1898 (TAS), the Trustee Act 1925 (ACT) and the Trustee Act (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply;

**'Superannuation Entitlement'** in relation to a Member generally means the total amount of all superannuation lump sums that could be payable to the Member by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;

**'Taxes'** includes income tax (including capital gains tax) land tax, goods and services tax, stamp duty and any other taxes or duties;

**'Temporary Incapacity'** in relation to a Member who has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed), means ill-health (whether physical or mental) that caused the Member to cease to be Gainfully Employed or which



otherwise qualifies as temporary disablement (or its equivalent) under the Relevant Law but does not constitute Permanent Incapacity;

'Terminal Medical Condition' has the meaning given by SIS Regulation 6.01A;

'Transferor' means a Member or Members together who transfer Member Contributed Property to the Trustee;

'Trustee' or 'Trustees' means the Trustee(s) for the time being of the Fund and where the context permits includes the director of a Corporate Trustee which is a Trustee; and

'UK Regulations' means the Finance Act 2004 (United Kingdom) and regulations made by the Board of Inland Revenue of the United Kingdom.

## 19. Interpretation

In the Deed and Rules unless it is otherwise stated:

19.1 the singular includes the plural and vice versa;

19.2 a gender includes all other genders;

19.3 a reference to a person includes any company, partnership, joint venture, trust, association, government, or public authority and vice versa;

19.4 a reference to a person that comprises two or more persons means those persons jointly and severally;

19.5 a reference to amend includes to add to, modify, vary, replace or delete and amendment and amending have corresponding meanings;

19.6 a reference to a document is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;

19.7 a reference to conduct includes any act, omission, representation, statement or undertaking whether or not in writing;

19.8 a reference to pay includes to credit or distribute;

19.9 any term used but undefined in the Rules which is defined in the Relevant Law has the same meaning that it has in the Relevant Law;

19.10 the headings and sub-headings are for convenience only and do not affect the interpretation of these Rules.

## 20. Compliance with the Relevant Law

### 20.1 Inconsistency

If there is any inconsistency between the provisions of the Deed, the Rules and the Relevant Law, the Relevant Law will prevail to the extent of any such inconsistency.

**20.2 Power to Act in Accordance with Relevant Law**

The Trustee has the power to do, or omit to do, all acts and things as the Trustee considers necessary for the Fund to be a Complying Self Managed Superannuation Fund.

**20.3 Deemed Inclusion of Relevant Law**

Notwithstanding any provision of the Deed or the Rules, all the provisions of the Relevant Law that must be included in the Deed and the Rules from time to time in order for the Fund to be a Complying Self Managed Superannuation Fund under the Relevant Law are deemed to be included in the Deed and the Rules as if every such provision was set out in the Deed and the Rules but only for so long as that deemed inclusion is necessary for the Fund to be a Complying Self Managed Superannuation Fund under the Relevant Law.

**21. General**

**21.1 Failure to enforce rights**

The failure or omission of the Trustee to enforce or require strict compliance with a provision of the Deed or the Rules does not affect or impair the Trustee's right to subsequently enforce or require strict compliance with that provision or to avail itself of any remedies it may have in respect of any breach of that provision.

**21.2 Preservation of rights**

All rights given to a Member under the Deed or the Rules are cumulative of each other and in addition to and do not abrogate, limit or reduce any other rights that beneficiary may have at law, under any other agreement, or otherwise.

**21.3 Further assurance**

The Trustee must promptly execute all documents and do all things to effect, perfect or complete the Deed and all transactions incidental to it.

**21.4 Governing law**

The Deed and Rules are governed by the laws of the State or Territory nominated in the Deed and the Commonwealth of Australia but if no laws of a State or Territory is nominated in the Deed shall be the laws of the State or Territory nominated by the Trustee by resolution or deed. The Trustee may at any time by resolution or deed nominate that the laws of a different State or Territory will apply.

**21.5 Severance**

Subject to Rule 17.4, a provision of the Deed or the Rules that is invalid or unenforceable must be severed. All other provisions of the Deed and the Rules continue to be valid and enforceable in accordance with their terms.

## Schedule

**Date of Establishment:** 22/11/2021

**Name of Fund:** Worrall2021 SMSF

**Initial Trustee:** JCWPCW Investments Pty Ltd - ACN 655 513 867 of 7 Moore Street,  
FULLARTON, SA 5063

**Member:** Julie Clare Worrall and Peter Colin Worrall of 7 Moore Street,  
FULLARTON, SA 5063

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# **Investment Strategy**

For the

**Worrall2021 SMSF**

22<sup>nd</sup> November 2021

Appointed Investment Adviser

**Capri Financial Services**

Capri on Via Roma,

Level One, 15-21 Via Roma,

Isle of Capri Qld 4217

07 5527 6040

# **Investment Strategy**

## **Worrall2021 SMSF**

### **Background:**

The investment strategy outlined below represents the scope of investments for the Worrall2021 SMSF.

### **Objectives:**

The objective of the fund is to:

- Provide superannuation benefits to members and their dependants to meet their retirement needs.
- Ensure that appropriate mixes of investments are held by the fund to support these needs
- Ensure the fund has sufficient liquidity at all times to meet all commitments
- Maximise the tax effectiveness of fund investments thereby delivering the best long-term after-tax return for members.

The Investment objective of the trustees is to achieve real medium to longer-term growth. In recognition of the long-term investment time frame of members the fund will have a medium to high proportion of growth assets in the portfolio.

### **Investment Choice:**

The Trustees have determined the fund's investments may include but not be limited to all or one of the following:

- Direct equities, stocks and derivatives including participation in dividend re-investment programs and rights issues, including the use of geared instalment warrants.
- Exchange traded option strategies, including selling Calls and Buy/Write strategy to generate income and, buying and selling Puts to acquire stocks or to protect the portfolio from significant falls in the market.
- Property trusts and associated investments.
- Managed investments and associated products.
- Direct residential, industrial and commercial property investment (including geared property investments purchased using allowable limited recourse borrowing arrangements).
- Deposits and investments with banks and other financial institution securities including Term Deposits, Debentures, Secured and Unsecured Notes and Bonds.
- Any other investments that the trustees may feel prudent to achieve the goals and objective of the fund.

The Trustee may from time to time decide to seek professional advice from Accountants, Solicitors or Financial Planners in the formulation or implementation of this or any future investment strategy.

In formulating this strategy, the trustees have taken into consideration relevant features of the various investments in accordance with both the fund's objectives and appropriate legislation.

In drafting this investment strategy, the trustees have taken into account all of the circumstances of the fund, including:

- the risks and likely return associated with each investment;
- the range and diversity of investments held by the fund;
- any risks coming from limited diversification;
- the liquidity of the fund's investments;
- the ages and preferences of its members;
- expected cash flow requirements; and
- the ability of the fund to meet its existing and prospective liabilities such as paying benefits to its members.

## **Policies:**

*The policies adopted by the Trustees in order to achieve these objectives are:*

- Regular monitoring of the performance of the fund's investments, the overall investment mix and the expected cash flow requirements of the fund.
- Re-balancing the fund's investment portfolio due to changes in market conditions through asset sales and new investments as appropriate.

The Trustees will aim to follow the investment strategy, however, they will at all times reserve the right to change the investment mix depending on the market situation and opportunities available to better meet the objectives of the fund.

A copy of the Investment Strategy of the fund will be available to members of the fund on request.

## **Risk profile and risk tolerance:**

The Fund has a long-time horizon. Further the members are prepared to endure a reasonable level of volatility of returns in expectation of long-term growth.

Members understand

- the trade-off between investment risk and long-term capital and income growth and have indicated asset growth as a priority
- Investment risk is borne by the members, as fluctuations in investment returns will affect the level of benefits available to members.

## **Geared Investments:**

The Trustees have elected to purchase a direct residential property using a limited recourse borrowing arrangement (Bare Trust). The Trustees have indicated they understand and are prepared to accept the increased volatility of returns associated with borrowing to invest, including the risk of loss, including the risk of total loss of invested assets where such assets are subject to limited recourse borrowing arrangements.

The trustees are aware of the requirement for cash flow into the fund either by way of rent or employer super guarantee contributions.

### **Insurance:**

The Trustees have considered whether the Fund should hold a contract of insurance for its members and concluded that where available and financially sound to do so that a minimum balance is to be maintained in an industry fund to retain insurance coverage.

Where no insurance exists in an industry or retail fund a review is to be performed and new insurance established to cover the members of the fund. Insurance is required to ensure the funds assets are protected in the case of a member passing away or is unable to continue in gainful employment.

If no additional insurance is established by the fund the trustees understand and agree that no additional insurance has been necessary for its members. Insurance coverage is to be reviewed and adjusted as required for the members and its assets.

### **Liquidity:**

At present time there is no requirement or need to access superannuation funds prior to retirement at age 65. Accordingly, there is no anticipated benefit payments in the near future. Cash in excess of anticipated liquidity requirement will be invested in accordance with the Fund's investment strategy.

A sufficient buffer is to be maintained to cover any ongoing fees and costs associated with running the fund and to account for any unforeseen expenses. Funds are to be held in the super funds bank account and can only be used for expenses directly related to the SMSF.

Where a limited recourse borrowing arrangement has been established an appropriate buffer is required to account for items such as non-payment of rental income and property expenses that may arise. It is essential that funds coming into the SMSF are higher than expenses going out for loan repayments and fees etc. If this imbalance is allowed to continue the fund may run out of money and have no recourse other than accept additional rollover monies (if available) or contributions that will then be locked away until retirement.

The fund is a separate entity and cannot be used for your own personal use.

### **Asset Allocation:**

The targeted asset allocation will recognise the need to have a diversified asset mix, however, given the medium-term investment horizon of the members, the allocation will have a strong growth asset bias and be focused on maximising capital growth.

The Trustees recognise the higher risk in investing predominantly in a growth asset and the volatility associated with shares and property. The volatility will be compensated by the potential prospect of achieving higher returns and growth in the longer term. In order to minimise this risk, the Trustee will consider investing in different industries and sectors where possible.



The final targeted asset allocation will be in the following ranges:

<b>Growth Assets</b>	<b>Long term range</b>
• Australian listed equities	0% - 100%
• International listed equities	0% - 50%
• Australian listed property	0% - 25%
• Direct Property	0% - 100%
• Collectables	0% - 10%
<b>Defensive assets</b>	
• Cash and term deposits	• 0%-100%
• Australian cash and bond funds	• 0%-100%
• International cash and bond funds	• 0%-25%
• Bullion	• 0%-10%

### **Single Asset Allocation**

Where a limited recourse borrowing arrangement has been established to purchase an investment property the trustees are aware of the high concentration and risks associated with holding just one asset in the SMSF. These risks relate to the lack of diversification and that if this asset does not increase in value or does not produce income sufficient to cover outgoings, substantial losses may arise and have drastic ramifications for retirement funds. All asset class returns fluctuate over time, so it is important that sufficient time is available to allow assets to accumulate in value.

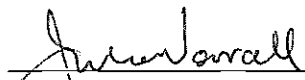
History has shown us that growth assets such as property and shares outperform other investments over the longer term so this should be noted in forming any investment decisions.

## Compliance Statement:

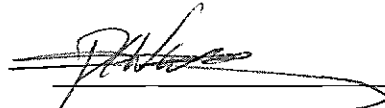
The Trustees of the fund have taken into consideration the following in formulating their decisions in regard to the fund AND undertake to regularly review these requirements and make amendments where change is deemed necessary after due consideration;

- the risks involved in making, holding and realising, and the likely return from, the entity's investments, having regard to its objectives and expected cash flow requirements;
- the composition of the entity's investments as a whole, including the extent to which they are diverse or involve exposure of the entity to risks from inadequate diversification;
- the liquidity of the entity's investments, having regard to its expected cash flow requirements;
- the ability of the entity to discharge its existing and prospective liabilities;
- whether the trustees of the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund.

Signed & dated

  
\_\_\_\_\_  
Julie Clare Worrall

Signed & dated

  
\_\_\_\_\_  
Peter Colin Worrall



**ASIC**  
Australian Securities & Investments Commission

ABN 86 768 265 615

**Inquiries**  
www.asic.gov.au/invoices  
1300 300 630

JCWPCW PROPERTY SERVICES PTY LTD  
CAPRI FINANCIAL SERVICES PTY LTD  
PO BOX 443 ISLE OF CAPRI QLD 4217

**INVOICE STATEMENT**

Issue date 22 Nov 22

**JCWPCW PROPERTY SERVICES PTY LTD**

ACN 655 515 441

Account No. 22 655515441

**Summary**

Opening Balance	\$0.00
New items	\$290.00
Payments & credits	\$0.00
<b>TOTAL DUE</b>	<b>\$290.00</b>

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

*Transaction details are listed on the back of this page*

**Please pay**

Immediately	<b>\$0.00</b>
By 22 Jan 23	<b>\$290.00</b>

*If you have already paid please ignore this invoice statement.*

- Late fees will apply if you do NOT
  - tell us about a change during the period that the law allows
  - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
  - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.



**ASIC**  
Australian Securities & Investments Commission

**PAYMENT SLIP**

**JCWPCW PROPERTY SERVICES PTY LTD**

ACN 655 515 441

Account No: 22 655515441



22 655515441

<b>TOTAL DUE</b>	<b>\$290.00</b>
Immediately	<b>\$0.00</b>
By 22 Jan 23	<b>\$290.00</b>

*Payment options are listed on the back of this payment slip*



**Bill Code:** 17301  
**Ref:** 2296555154410



\*814 129 0002296555154410 63

## Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2022-11-22	Annual Review - Pty Co	4X1661585480B A	\$290.00
	<b>Outstanding transactions</b>		
2022-11-22	Annual Review - Pty Co	4X1661585480B A	\$290.00

---

### PAYMENT OPTIONS



Billpay Code: 8929  
Ref: 2296 5551 5441 063

#### Australia Post

Present this payment slip. Pay by cash, cheque or EFTPOS

#### Phone

Call 13 18 16 to pay by Mastercard or Visa

#### On-line

Go to [postbillpay.com.au](http://postbillpay.com.au) to pay by Mastercard or Visa

#### Mail

Mail this payment slip and cheque (do not staple) to ASIC,  
Locked Bag 5000, Gippsland Mail Centre VIC 3841



Bill Code: 17301  
Ref: 2296555154410

#### Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)

Inquires 1300 300 630

Issue date 22 Nov 22

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 92832876

## Check this statement carefully

You are legally obligated to ensure that all your company details listed on this company statement are complete and correct. This is required under s346C (1) and/or s346B and s346C (2) of the *Corporations Act 2001*.

You must check this statement carefully and inform ASIC of any changes or corrections immediately. Do not return this statement. You must notify ASIC within 28 days after the date of change, and within 28 days after the date of issue of your annual company statement. Late lodgement of changes will result in late fees. These requirements do not apply to the **Additional company information**.

ACN 655 515 441  
FOR JCWPCW PROPERTY SERVICES PTY LTD

REVIEW DATE: 22 November 22

## You must notify ASIC of any changes to company details — Do not return this statement



To make changes to company details or amend incorrect information

- go to [www.asic.gov.au/changes](http://www.asic.gov.au/changes)
- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



Phone if you've already notified ASIC of changes but they are not shown correctly in this statement.  
Ph: 1300 300 630



Use your agent.

## Company Statement

These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply. **Do not return this statement.**

1 **Registered office**  
5 HEYSEN CIRCUIT ANDREWS FARM SA 5114

2 **Principal place of business**  
5 HEYSEN CIRCUIT ANDREWS FARM SA 5114

### 3 Officeholders

Name: JULIE CLARE WORRALL  
Born: SYDNEY NSW  
Date of birth: 07/09/1972  
Address: 5 HEYSEN CIRCUIT ANDREWS FARM SA 5114  
Office(s) held: DIRECTOR, APPOINTED 22/11/2021; SECRETARY, APPOINTED 22/11/2021

Name: PETER COLIN WORRALL  
Born: BRISBANE QLD  
Date of birth: 10/08/1971  
Address: 5 HEYSEN CIRCUIT ANDREWS FARM SA 5114  
Office(s) held: DIRECTOR, APPOINTED 22/11/2021

### 4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORD	2	\$2.00	\$0.00

### 5 Members

These details continue on the next page

JCWPCW PROPERTY SERVICES PTY LTD ACN 655 515 441

Page 1 of 2

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## Company statement continued

Name: JULIE CLARE WORRALL  
Address: 5 HEYSEN CIRCUIT ANDREWS FARM SA 5114

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

Name: PETER COLIN WORRALL  
Address: 5 HEYSEN CIRCUIT ANDREWS FARM SA 5114

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

You must notify ASIC within 28 days of the date of change, and within 28 days of the issue date of the annual company statement. Late lodgement of changes will result in late fees.

## End of company statement

This concludes the information to which the company must respond (if incorrect) under s346C of the *Corporations Act 2001*.

---

## Additional company information

This information is optional under the *Corporations Act 2001*. Late lodgement fees or late review fees do not apply to this information. To add, remove or change a contact address, see [www.asic.gov.au/addresses](http://www.asic.gov.au/addresses).

---

6 **Contact address for ASIC use only**  
Registered agent name: CAPRI FINANCIAL SERVICES PTY LTD  
Registered agent number: 43957  
Address: PO BOX 443 ISLE OF CAPRI QLD 4217

---



**ASIC**  
Australian Securities & Investments Commission

ABN 86 768 265 615

**Inquiries**  
www.asic.gov.au/invoices  
1300 300 630

JCWPCW INVESTMENTS PTY LTD  
CAPRI FINANCIAL SERVICES PTY LTD  
PO BOX 443 ISLE OF CAPRI QLD 4217

**INVOICE STATEMENT**

Issue date 22 Nov 22

**JCWPCW INVESTMENTS PTY LTD**

ACN 655 513 867

Account No. 22 655513867

**Summary**

Opening Balance	\$0.00
New items	\$59.00
Payments & credits	\$0.00
<b>TOTAL DUE</b>	<b>\$59.00</b>

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

*Transaction details are listed on the back of this page*

**Please pay**

Immediately	<b>\$0.00</b>
By 22 Jan 23	<b>\$59.00</b>

*If you have already paid please ignore this invoice statement.*

- Late fees will apply if you do NOT
  - tell us about a change during the period that the law allows
  - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
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**ASIC**  
Australian Securities & Investments Commission

**PAYMENT SLIP**

**JCWPCW INVESTMENTS PTY LTD**

ACN 655 513 867

Account No: 22 655513867



22 655513867

<b>TOTAL DUE</b>	<b>\$59.00</b>
Immediately	<b>\$0.00</b>
By 22 Jan 23	<b>\$59.00</b>

*Payment options are listed on the back of this payment slip*



**Bill**er Code: 17301  
**Ref:** 2296555138678



\*814 129 0002296555138678 05

## Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2022-11-22	Annual Review - Special Purpose Pty Co	4X1661560480P A	\$59.00
	<b>Outstanding transactions</b>		
2022-11-22	Annual Review - Special Purpose Pty Co	4X1661560480P A	\$59.00

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### PAYMENT OPTIONS



Billpay Code: 8929  
Ref: 2296 5551 3867 805

#### Australia Post

Present this payment slip. Pay by cash, cheque or EFTPOS

#### Phone

Call 13 18 16 to pay by Mastercard or Visa

#### On-line

Go to [postbillpay.com.au](http://postbillpay.com.au) to pay by Mastercard or Visa

#### Mail

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Locked Bag 5000, Gippsland Mail Centre VIC 3841

**Bill Code:** 17301  
**Ref:** 2296555138678

**Telephone & Internet Banking – BPAY<sup>®</sup>**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)



Inquires 1300 300 630

Issue date 22 Nov 22

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 05506549

## Check this statement carefully

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ACN 655 513 867  
FOR JCWPCW INVESTMENTS PTY LTD

REVIEW DATE: 22 November 22

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Ph: 1300 300 630



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2 **Principal place of business**  
5 HEYSEN CIRCUIT ANDREWS FARM SA 5114

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Office(s) held: DIRECTOR, APPOINTED 22/11/2021; SECRETARY, APPOINTED 22/11/2021

Name: PETER COLIN WORRALL  
Born: BRISBANE QLD  
Date of birth: 10/08/1971  
Address: 5 HEYSEN CIRCUIT ANDREWS FARM SA 5114  
Office(s) held: DIRECTOR, APPOINTED 22/11/2021

## 4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORD	2	\$2.00	\$0.00

## 5 Members

These details continue on the next page

JCWPCW INVESTMENTS PTY LTD ACN 655 513 867

Page 1 of 2

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## Company statement continued

Name: JULIE CLARE WORRALL  
Address: 5 HEYSEN CIRCUIT ANDREWS FARM SA 5114

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

Name: PETER COLIN WORRALL  
Address: 5 HEYSEN CIRCUIT ANDREWS FARM SA 5114

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

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## End of company statement

This concludes the information to which the company must respond (if incorrect) under s346C of the *Corporations Act 2001*.

---

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---

<b>6</b>	<b>Contact address for ASIC use only</b>	
	Registered agent name:	CAPRI FINANCIAL SERVICES PTY LTD
	Registered agent number:	43957
	Address:	PO BOX 443 ISLE OF CAPRI QLD 4217

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