

Disclosure Statement

Body Corporate and Community Management Act 1997 Section 206

Body Corporate:

Body Corporate For: STAFFORDSHIRE COURT **Community Title Scheme:** 13694

Lot No: 1 on BUP1412

Address: 71 STAFFORD ROAD, KEDRON QLD 4031

Secretary of Body Corporate:

Name: VEE PATANE

Postal Address: 71 STAFFORD ROAD, KEDRON QLD 4031

Email: vee@vue-it.com.au

Body Corporate Manager:

Name: N/A

Address: N/A

Telephone: N/A

Body Corporate Committee:

Is there a committee for the Body Corporate? ☒ Yes ☐ No

If there is a committee, is the body corporate manager engaged to perform the functions of the committee? ☐ Yes ☒ No

Annual Contributions and Levies:

Current Financial Year End: 31/12/2024

Current Levy Year Issued: 31/12/2024

If the "Current Financial Year" and the "Current Levy Year Issued" differ then the levies quoted in this disclosure statement are for the **Current Levy Year Issued**. Full year levies will be issued at the scheme's next AGM, within three months of EFY. This document will remain current until that AGM is held and new yearly levies are issued.

Administrative Fund Payable By This Lot:

Period Issued: 01/01/2024 - 31/12/2024 Due Date: 29/04/2024 Payable: \$1,587.50

DISCOUNT FOR PAYMENT DUE DATE: NIL **GROSS LEVY PAYABLE:** \$1,587.50

Sinking Fund Payable By This Lot:

Period Issued: 01/01/2024 - 31/12/2024 Due Date: 29/04/2024 Payable: \$612.50

DISCOUNT FOR PAYMENT DUE DATE: NIL **GROSS LEVY PAYABLE:** \$612.50

Other: -

Pre-issue levies were not discussed at last AGM. Levies may not be issued again until after next AGM.

Schedule of Lot Entitlements:

Contribution Schedule Lot Entitlement: 5 Aggregate: 22

Interest Schedule Lot Entitlements: 5 Aggregate: 22

Improvements on Common Property for Which Buyer Will Be Responsible:

NOTHING SIGHTED IN RECORDS PROVIDED

**Body Corporate
Assets Required To
Be Recorded:**

NOTHING SIGHTED IN RECORDS PROVIDED

**Information
Prescribed under
Regulation Module:**

STANDARD MODULE - NIL

**Financial Statement
Balances**

Administrative Fund: \$2,635.50 as at 31/12/2023

Sinking Fund: \$19,505.55 as at 31/12/2023

REFER TO BANK STATEMENT ATTACHED DATED 31/12/2023

Insurance

Insurer: QBE INSURANCE (AUSTRALIA) LIMITED VIA CHU UNDERWRITING
AGENCIES PTY LTD

Policy No: HU0006091921

Building: \$1,699,104

Public Liability: \$30,000,000

Other: LOSS OF RENT \$254,865, VOLUNTARY WORKERS \$200,000/2,000,
FIDELITY GUARANTEE \$100,000, CATASTROPHE \$254,865, LOT
OWNERS FIXTURES \$250,000. POLICY EXPIRES 12/09/2024

Signing:

Seller / Sellers Agent

Witness – *not required if signed electronically*

Date

**Buyer's
Acknowledgement:**

The Buyer acknowledges having received and read this statement from the Seller

Buyer / Buyers Agent

Witness – *not required if signed electronically*

Date

Staffordshire Court Body Corporate BUP 1412

NOTICE OF CONTRIBUTIONS

S J Elliot
1/71 Stafford Road
Kedron Qld 4031

Date of Notice: 15/4/2024
Due Date: 29/4/2024

UNIT 1

Details	Amount
Administrative Fund for 2024	1587.50
Sinking Fund for 2024	612.50
Total Owing	\$2200.00

Payment Options:

Option 1: By Direct Debit
Staffordshire Court Body Corporate
BSB: 484-799
Account: 17769211
Reference: Unit 1

Option 2: By Cheque
Please kindly forward your cheque to:
Staffordshire Court Building
1801/89 Surf Parade
Broadbeach Qld 4218

STAFFORDSHIRE COURT BUP 1412

STATEMENT OF INCOME AND EXPENDITURE			STATEMENT OF INCOME AND EXPENDITURE		
For the Period 1/1/2023 to 31/12/2023			For the Period 1/1/2023 to 31/12/2023		
ADMINISTRATIVE FUND			SINKING FUND		
	Actual 2023	Budget 2024		Actual 2023	Budget 2024
INCOME			INCOME		
Levies	9185.00	6985.00	Levies	6985.00	2695.00
			Special Levy 2	24000.00	
			Transfer from Administrative Fund	20000.00	
Total Income	9185.00	6985.00	Total Income	50985.00	2695.00
EXPENSES			EXPENSES		
Electricity	307.75	600.00	Roof Replacement (final payment)	41741.7	
Insurance	4010.56	6000.00			
Lawn Mowing	1360.00	1400.00			
General Repairs & Maintenance		1200.00			
Repairs to water damaged units	22337.70				
Transfer to Sinking Fund	20000.00				
Total Expenses	48016.01	9200.00	Total Expenses	41741.70	0.00
SURPLUS/DEFICIT	-38831.01	-2215.00	SURPLUS/DEFICIT	9243.30	2695.00
Opening Balance	41466.51	2635.50	Opening Balance	10262.25	19505.55
Administrative Fund Balance	2635.50	420.50	Sinking Fund Balance	19505.55	22200.55
BALANCE SHEET			Notes: Administrative Fund Levy decrease from \$417.50 to \$317.50 per Unit Entitlement		
As at 31/12/2023			Sinking Fund Levy decrease from \$317.50 to \$122.50 per Unit Entitlement		
	Actual 2023	Budget 2024			
OWNERS FUNDS			Units 1 & 4 levy \$1587.50 + \$612.50 = \$2200.00		
Administrative Fund	2635.50	420.50	Units 2, 3, 5 & 6 levy \$952.50 + \$367.50 = \$1320.00		
Sinking Fund	19505.55	22200.55			
Total Funds	22141.05	22621.05			
THESE FUNDS ARE REPRESENTED BY					
CURRENT ASSETS					
Cash at Bank	14221.79	22621.05			
Total Assets	14221.79	22621.05			
LIABILITIES					
Creditors	0.00				
Total Liabilities	0.00				
Net Assets	14221.79	22621.05			

STAFFORDSHIRE COURT
BUILDING
PO BOX 268
RED HILL QLD 4059

Account Summary

Opening Balance	\$20,382.72
Total Withdrawals	\$446.67 -
Total Deposits	\$2,205.00+
Closing Balance	\$22,141.05

BSB Number	484-799
Account Number	017769211
Statement Period	1/10/2023 - 31/12/2023

Account Transactions

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			20,382.72
24 Oct 2023	INTERNET EXTERNAL TRANSFER TO 084223 856431465 REF NO 99197470 Invoice 173	110.00		20,272.72
24 Oct 2023	DIRECT CREDIT LI TAN May23-Unit 6		2,205.00	22,477.72
21 Nov 2023	INTERNET EXTERNAL TRANSFER TO 084223 856431465 REF NO 77566640 Inv 174	110.00		22,367.72
13 Dec 2023	BPAY DEBIT VIA INTERNET AGL Sales Pty Ltd REFERENCE NUMBER 5579	116.67		22,251.05
18 Dec 2023	INTERNET EXTERNAL TRANSFER TO 084223 856431465 REF NO 5253402 Inv 175	110.00		22,141.05
	CLOSING BALANCE			22,141.05

Summary of Interest, Fees and Charges on this account for period 1 October 2023 - 31 December 2023

Suncorp:	This Period	1 July to date	Government:	This Period	1 July to date
Interest Paid	\$0.00	\$0.00	Government Duties/Taxes	\$0.00	
Interest Charged	\$0.00	\$0.00	Withholding Tax	\$0.00	
Bank Fees Charged	\$0.00		Other Financial Institutions:		
			ATM Operator Fee	\$0.00	

Notes: Please retain this statement for taxation purposes.

Please check all entries on your statement and notify Suncorp Bank immediately of any errors or omissions. Should you have a query about your account please call 13 11 55. It is important we hold your most up-to-date personal details, please contact us if these have changed.

Complaints and Feedback

If we didn't meet your expectations in any way or to lodge a complaint with Suncorp Bank, please contact us on 13 11 55. For information on our complaint processes or to escalate a complaint with us visit www.suncorp.com.au/contact-us/customer-relations or lodge your complaint with the Australian Financial Complaints Authority by visiting www.afca.org.au, calling 1800 931 678, emailing info@afca.org.au or sending a letter to GPO Box 3, Melbourne VIC 3001.

Important Information

We subscribe to and are bound by the insurance Brokers Code of Practice, a full copy of which is available from National Insurance Brokers Association (NIBA) website, www.niba.com.au

YOUR DUTY OF DISCLOSURE

(non-consumer insurance contracts only)

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something:

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DUTY TO NOT MAKE A MISREPRESENTATION (consumer insurance contracts only)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

UNDER INSURANCE

Your contract of insurance may contain an average or under insurance provision. This means that if you under insure, you will have to bear part of any loss yourself.

SUBROGATION AND/OR HOLD HARMLESS AGREEMENTS

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance. These agreements are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts

INSURING THE INTEREST OF OTHER PARTIES

If you require another party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is noted on the policy.

CLAIMS MADE POLICIES

Some policies (for example, professional indemnity insurance) are "claims made" policies. This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a "retroactive date"). If you become aware of circumstances which could give rise to a claim and notify the insurer during the period that the policy is current, a claim later arising out of those circumstances should also be covered by the policy that is current at the time of the notification, regardless of when the claim is actually made or when the incident causing the claim occurred. In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay after they come to your attention and before the policy expires.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer may be able to cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

CANCELLATION OF YOUR POLICY & SMALL OVERPAYMENTS

If there is a refund or reduction of your premium due to cancellation or alteration to a policy or based on a term of your policy (i.e. premium adjustment provision), we may retain any adviser or compliance fee we have charged you. We will retain commission depending on our arrangements with the insurer or charge you a cancellation fee equal to the reduction in commission. EFT Refunds will not incur processing fees, however, refunds paid via cheque incur a \$55 fee. Account overpayments or small policy credits less than \$15 will be written off if we are unable to contact you for bank account details. Amounts \$2 or less are automatically written off.

NON-PAYMENT - Annual Payments

If this invoice is unpaid after 30 days, we will advise the insurer that the policy is unpaid. The insurer may cancel the policy and/or pursue payment from you.

NON-PAYMENT – By Instalments

If you are paying the premium for this policy by instalments then, if an instalment of the premium remains unpaid for a period of at least:

1. 14 days, your insurer may refuse to pay a claim; or
2. one month, your insurer may cancel this policy.

Your insurer reserves the right to cancel any direct debit arrangement between you if one or more debits are returned unpaid by your financial institution.

PRIVACY

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our [Privacy Statement](#).

Schedule of Insurance



CHU Residential Strata Insurance Plan

Quote Number	HU0006091921
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
The Insured	BODY CORPORATE FOR STAFFORDSHIRE COMMUNITY TITLE SCHEME 13694
Situation	71 STAFFORD ROAD KEDRON QLD 4031
Policy Period	12/09/2023 to 12/09/2024 at 4:00pm

Policies Selected

Policy 1 – Insured Property

Building: \$1,699,104
Common Area Contents: \$16,991
Loss of Rent & Temporary Accommodation (total payable): \$254,865

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$254,865
Extended Cover - Loss of Rent & Temporary Accommodation: \$38,229
Escalation in Cost of Temporary Accommodation: \$12,743
Cost of Removal, Storage and Evacuation: \$12,743

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Excesses

Policy 1 – Insured Property

Standard: \$1,000

Water Damage: \$2,000

Storm: \$2,000

Other excesses payable are shown in the Policy Wording.

Policy 7 – Machinery Breakdown

Standard: \$1,000

Important Information

Your duty when you renew your policy

This document sets out the information we hold about you, your property and your policy.

By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms.

If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.

If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed.

If anything is unclear, please contact us.

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

**BODY CORPORATE FOR STAFFORDSHIRE COURT
MINUTES OF ANNUAL GENERAL MEETING
HELD AT 71 STAFFORD ROAD, KEDRON
ON WEDNESDAY 27th March 2024**

- PRESENT:** Jenny Marshall, Carmella Salanitri and daughter Maria, Bruce and Sharon Jackson and Vee Patane.
- CHAIRPERSON:** Vee Patane was elected to chair the meeting.
- OPENING:** The chairperson declared the meeting open at 11:06am.
- APOLOGIES:**
- QUORUM:** The chairperson declared that a quorum was present and represented.
- MINUTES:** Resolved by Ordinary Resolution that the minutes of the Annual General Meeting held on the 26/04/23 be confirmed as true and correct record of the proceedings at that meeting. All in favour.
- FINANCIAL**
- ACCOUNTS:** Resolved by Ordinary Resolution that the statement of accounts showing a deficit of \$38831.01 in the administrative fund and a surplus of \$9243.30 in the sinking fund for the financial year 1/1/23 to 31/12/23 be adopted. This included a transfer of the surplus special levy from the Administrative Fund to the Sinking Fund of \$20,000. All in favour.
- ADMINISTRATIVE**
- FUND BUDGET:** Resolved by Ordinary Resolution that the administrative fund budget levies amounting to \$6985 for the financial year 1/1/24 to 31/12/24 be approved. All in favour.
- ADMINISTRATIVE**
- FUND CONTRIBUTION:** Resolved by Ordinary Resolution that the administrative fund budget levies of \$6985.00 for the financial year 1/1/24 to 31/12/24, be levied on lot owners as one levy notice for the year of \$317.50 per unit entitlement and that the levy notice be issued for the period as soon as possible. All in favour.
- SINKING FUND**
- BUDGET:** Resolved by Ordinary Resolution that the sinking fund budget levies amounting to \$2695.00 for the financial year 1/1/24 to 31/12/24 be approved. All in favour.
- SINKING FUND**
- CONTRIBUTION:** Resolved by Ordinary Resolution that the administrative fund budget levies of \$2695.00 for the financial year 1/1/24 to 31/12/24, be levied on lot owners as one levy notice for the year of \$122.50 per unit entitlement and that the levy notice be issued for the period as soon as possible. All in favour.
- INSURANCE:** Resolved by Ordinary Resolution that the following insurance arranged on behalf of the body corporate be confirmed:
Policy is with CHU Underwriting Agencies Pty Ltd, policy number is HU0006091921 for the period of 12/9/23 to 12/9/24 the premium is \$4,010.56. (see attached policy document)
- OTHER BUSINESS:** Lawn moving invoices to include the date of the service on the invoice. Vee to contact Kev's Maintenance.
- Bruce advised they were selling their unit 3.

ELECTION OF

COMMITTEE:

Verbal nominations were received the following persons being willing to act, were duly elected to the office shown against their names:

Treasurer - Jenny Marshall

Secretary - Vee Patane

CLOSURE:

There being no further business to discuss the chairperson declared the meeting closed at 11:40pm.