

Seller disclosure statement



Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller	GLEN OWEN THOMAS
Property address (referred to as the "property" in this statement)	2/22 PASCOE LANE, HARLAXTON QLD 4350
Lot on plan description	2/SP196596

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:
	☒ Yes ☐ No
	<i>If Yes, refer to Part 6 of this statement for additional information</i> <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.						
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☒ Yes ☐ No to affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: <table border="1" data-bbox="415 474 1451 648"> <tr> <td>» the start and end day of the term of the lease:</td><td>10/06/2025 - 12/06/2026</td></tr> <tr> <td>» the amount of rent and bond payable:</td><td>\$365 PER WEEK & \$1460 BOND</td></tr> <tr> <td>» whether the lease has an option to renew:</td><td>NIL</td></tr> </table> Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:	» the start and end day of the term of the lease:	10/06/2025 - 12/06/2026	» the amount of rent and bond payable:	\$365 PER WEEK & \$1460 BOND	» whether the lease has an option to renew:	NIL
» the start and end day of the term of the lease:	10/06/2025 - 12/06/2026						
» the amount of rent and bond payable:	\$365 PER WEEK & \$1460 BOND						
» whether the lease has an option to renew:	NIL						
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> As per Annexed Before You Dig Search.						
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 9 December 2025 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.						

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>): Low-Medium Density Residential	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	

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

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No	
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Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
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Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No	
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Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
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Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	
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Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

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

Amount: Date Range:

OR

The property is currently a rates exempt lot.** ☐

OR

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

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

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

Water

Whichever of the following applies—

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

Amount: Date Range:

OR

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

Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

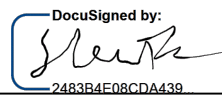
WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☒ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

DocuSigned by:

2483B4F08CDA439

Signature of seller

Signature of seller

GLEN OWEN THOMAS

Name of Seller

Name of Seller

16-03-2026

Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50642479	Search Date:	06/03/2026 10:24
Date Title Created:	20/12/2006	Request No:	55309224
Previous Title:	18206012		

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 196596

Local Government: TOOWOOMBA

COMMUNITY MANAGEMENT STATEMENT 36311

REGISTERED OWNER

Dealing No: 724558564 10/12/2025

GLEN OWEN THOMAS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10005006 (POR 400)
2. MORTGAGE No 724558565 10/12/2025 at 15:44
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES

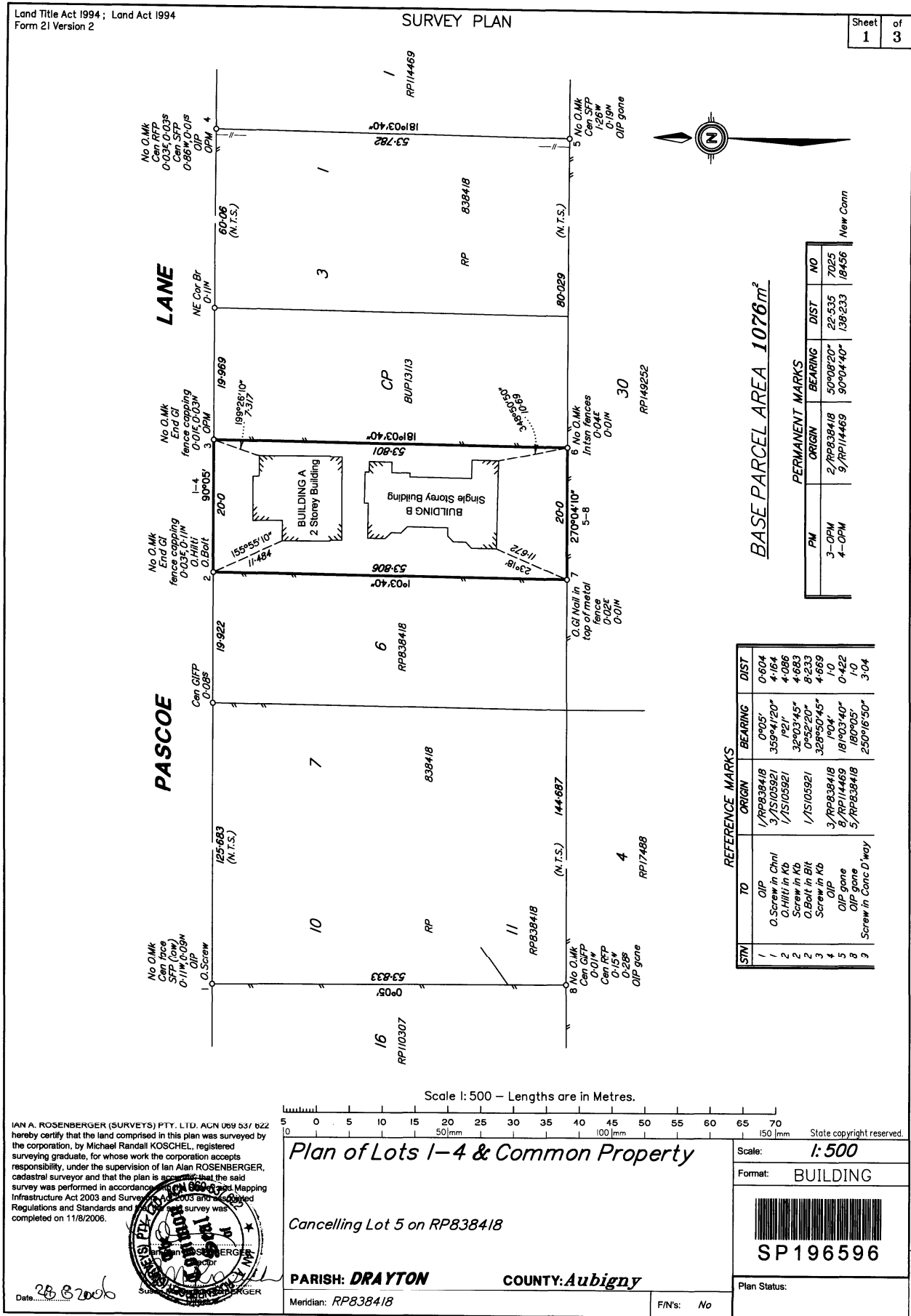
NIL

UNREGISTERED DEALINGS

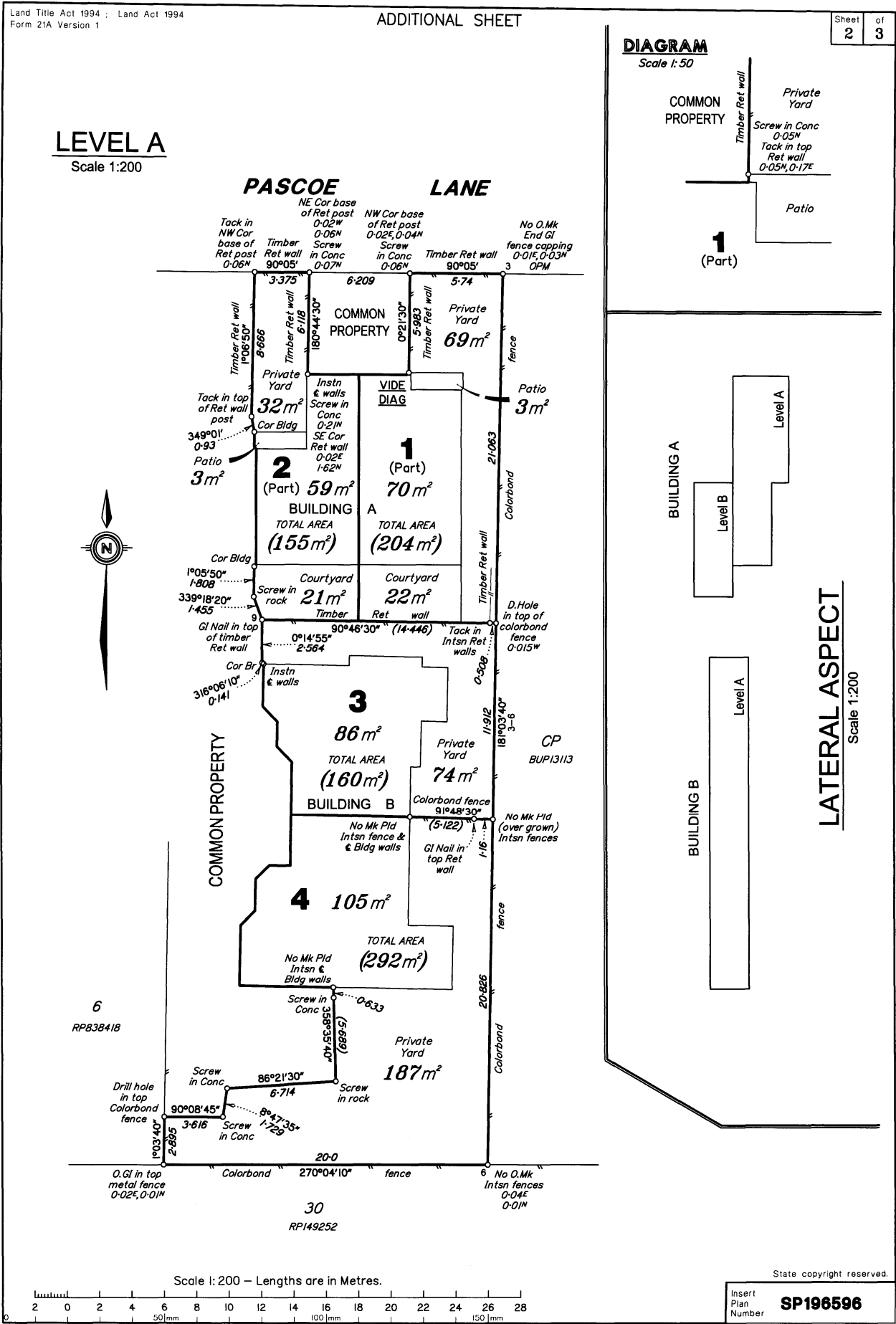
NIL

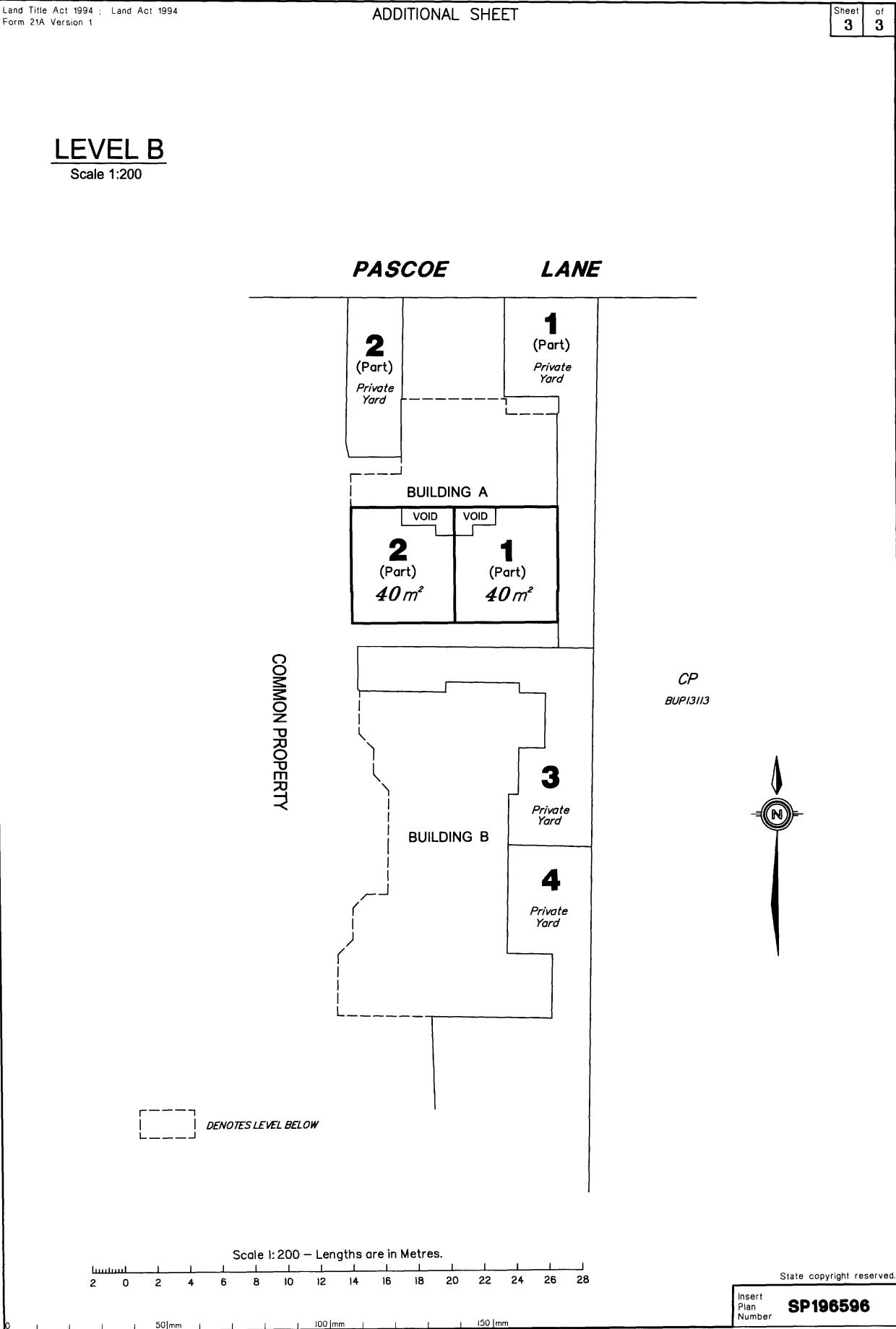
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



TR060799





Job No 52555839



byda.com.au

Zero damage - Zero harm - Zero disruption

Contact Details

Contact	Contact number	Company	Enquirer ID
Chelsea McDonald	0499 418 278	Enterprise Legal	3732520
Email		Address	
chelsea@enterpriselegal.com.au		11 Annand Street Toowoomba City QLD 4350	

Job Site and Enquiry Details

WARNING: The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
06/03/2026	06/03/2026	06/03/2027	Other Conveyancing	Design	Both Road, Nature Strip, Footpath	Conveyancing



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

User Reference	Address	Notes/description
Unit 2 22 Pascoe Lane	Unit 2 22 Pascoe Lane Harlaxton QLD 4350	-

Your Responsibility and Duty of Care

- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit www.byda.com.au

Asset Owner Details

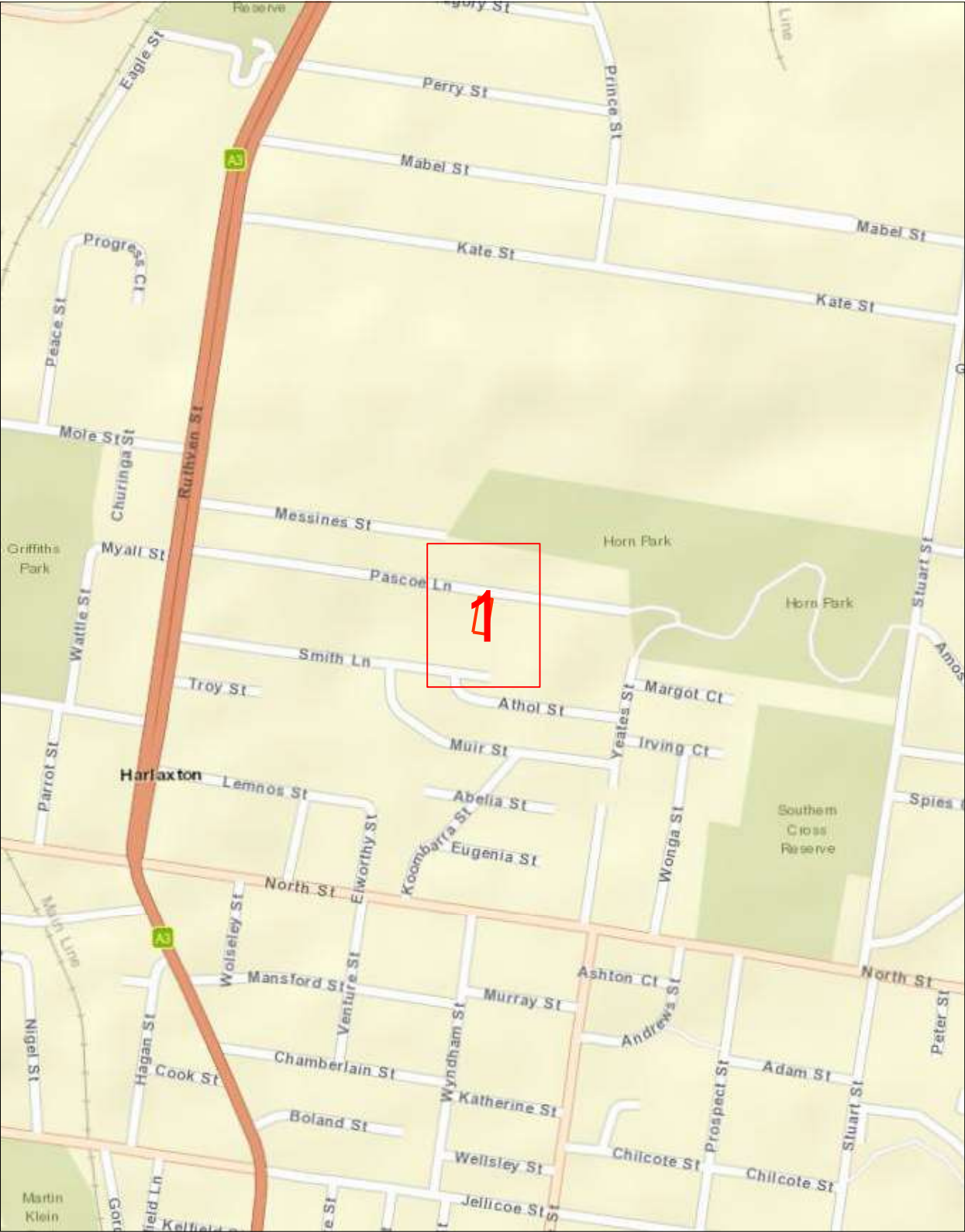
Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
269326944	APA Group Gas Networks (90073)	1800 085 628	NOTIFIED
269326942	Ergon QLD	13 10 46	NOTIFIED
269326941	NBN Co Qld	1800 687 626	NOTIFIED
269326943	Telstra QLD Regional	1800 653 935	NOTIFIED
269326940	Toowoomba Regional Council	13 18 72	NOTIFIED

END OF UTILITIES LIST

Site Unit 2 22 Pascoe Lane
Address: Harlaxton
QLD 4350

Sequence 269326944
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area



Site Unit 2 22 Pascoe Lane
Address: Harlaxton
QLD 4350

Sequence 269326944
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	not applicable			not applicable
Hydrogen blended (aqua dash)	not applicable			not applicable

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				not applicable

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal			

^AA live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour



BYDA

Sequence: 269326942
Date: 06/03/2026
Scale: 1:802
Title No: **OVERVIEW**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category 'D' Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan, responses to this plan are provided as a guide only. Pellican Corp shall have no liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in this plan response. The accuracy or completeness of such information, use of such information is subject to and constitutes acceptance of these terms.



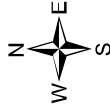
BYDA

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Title No: 1

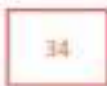
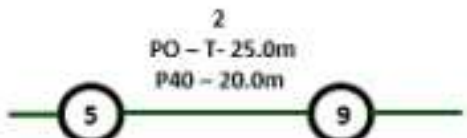
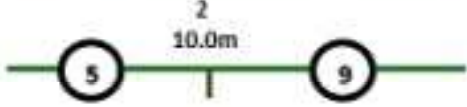
LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
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- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category 'D' Plan

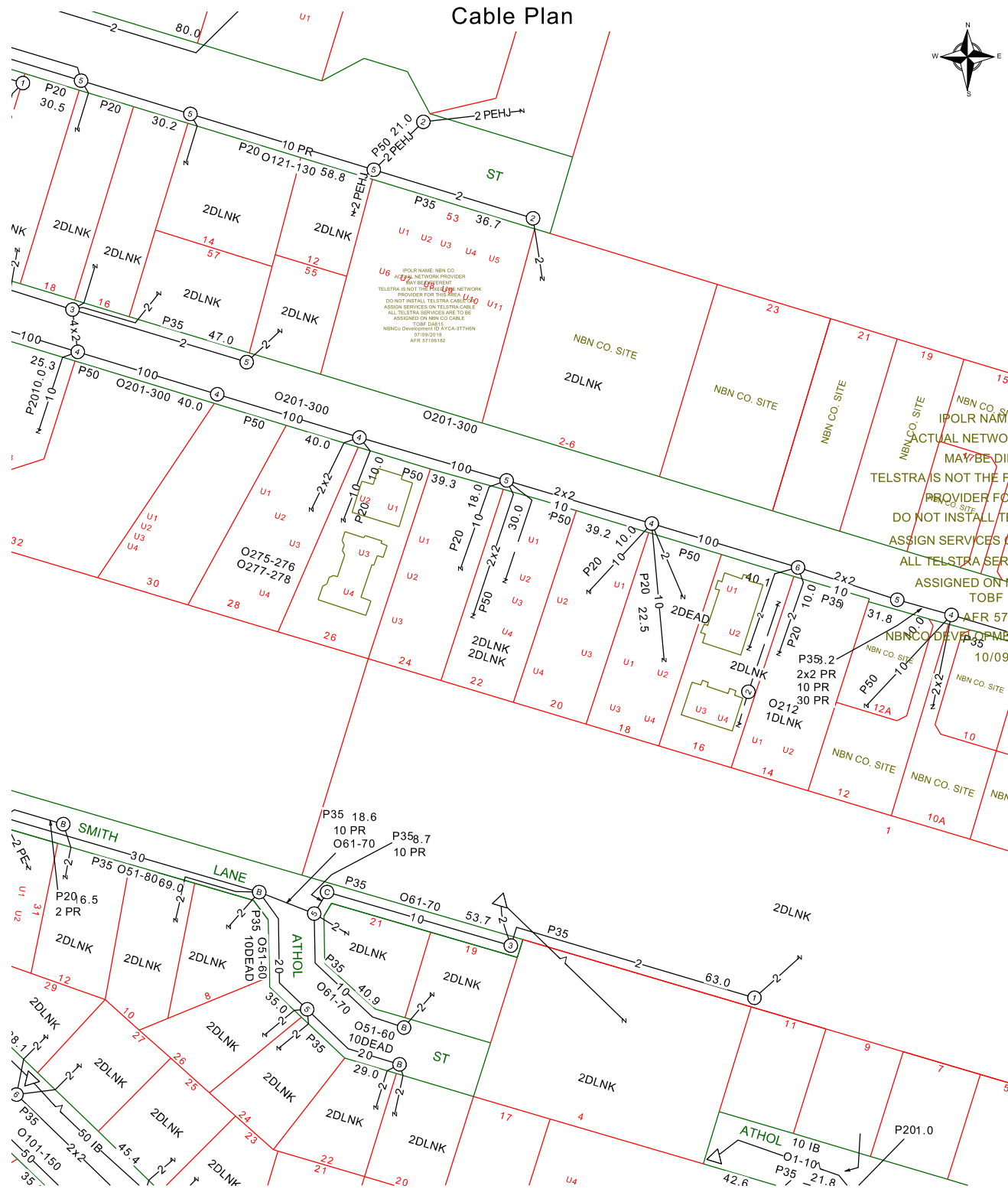


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	 LEGEND
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-e>
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 06/03/2026 11:32:20

Sequence Number: 269326943

Please read Duty of Care prior to any excavating

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

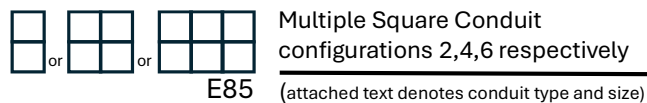
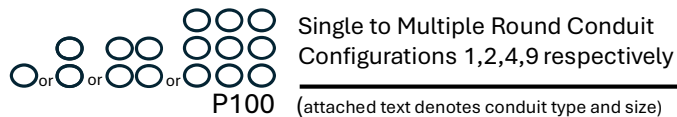
A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

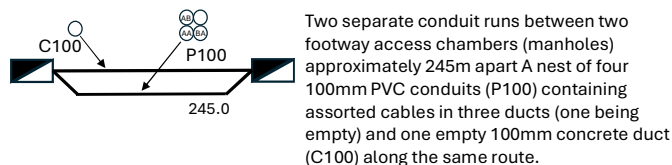
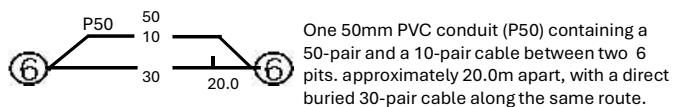
LEGEND



	Lead-in terminates at a Customer Address		Cable Jointing Pit Number / Letter indicating Pit type/size
	Exchange Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts	M	Marker Post Installed
MC	Main Cable ducts on a Distribution Plan	T or TR	Buried Transponder
	Blocked or Damaged Duct	MT	Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)	SMOF	Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network

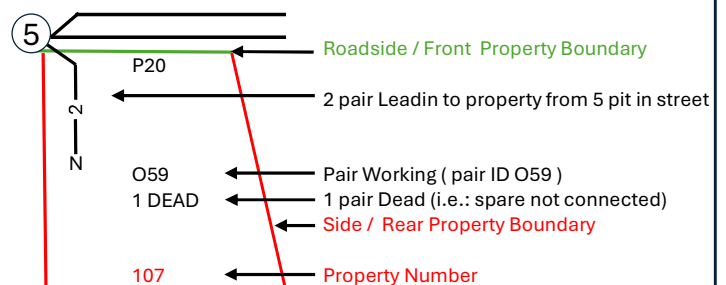


Some Examples of how to read Telstra Plans



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware
Conduit sizes nominally range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

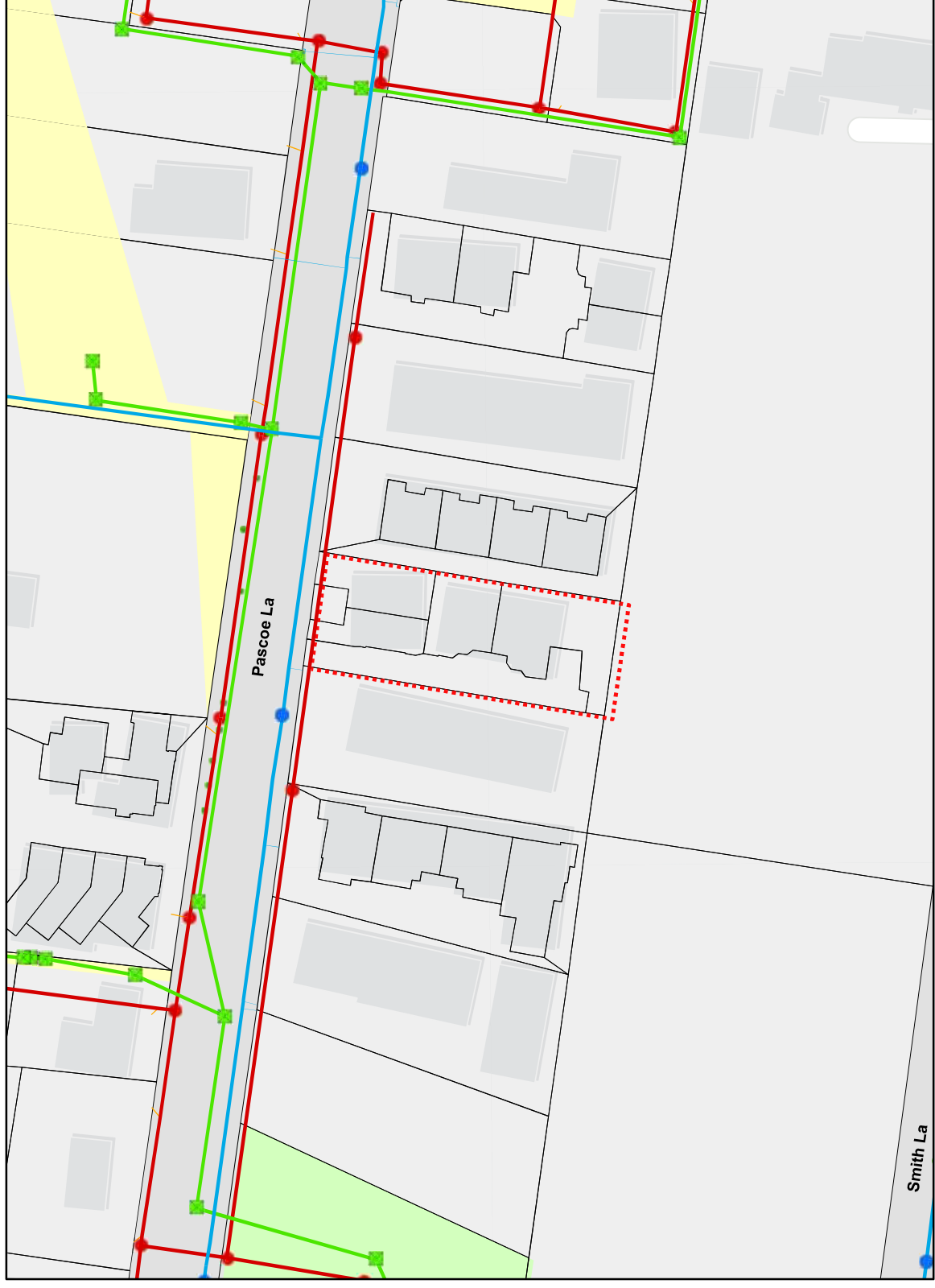
Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

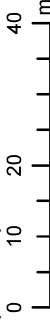
Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.



- Legend**
- BYDA Enquiry Area
 - Water Hydrant
 - Reticulation Main
 - Water Service
 - Pit
 - Stormwater Pipe
 - Sewer Gravity Main
 - Sewer Manhole
 - Sewer Service
 - Street Tree

In an emergency contact Toowoomba Regional Council on 131 TRC (131 872)

06/03/26 (valid for 30 days)



Scale 1:1,000

Whilst all due care has been taken in the preparation of this plan / information, the accuracy of the provided information cannot be guaranteed.

All information MUST be verified on site. Please refer any discrepancies to Toowoomba Regional Council by phoning 131 872.

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End of document

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For Residential Tenancy Authority
advice or information go to
www.rta.qld.gov.au

The RayWhite logo is displayed on a solid yellow rectangular background. The text "RayWhite" is in a bold, sans-serif font, with a small registered trademark symbol (®) to the right of the word "White".

RayWhite®

Residential Tenancy Agreement

for

**2/22 Pascoe Lane, Harlaxton
QLD 4350**

This agreement is made on

03 April 2025 at Brisbane City QLD, Australia

between **Michelle Hamlyn** and **Nathan Gurry, Tatiana Gurry**

Ray White Toowoomba

p: +61 746 884 488

e: toowoomba.qld@raywhite.com

Part 1 Tenancy details

Item
1

1.1 Lessor

Nathan Gurry

C/o- James Cook Centre, Tenancy 4 Ground Floor/580/588 Ruthven St, Toowoomba City QLD 4350

p: C/o- +61 746 884 488

e: C/o- toowoomba.qld@raywhite.com

Tatiana Gurry

C/o- James Cook Centre, Tenancy 4 Ground Floor/580/588 Ruthven St, Toowoomba City QLD 4350

p: C/o- +61 746 884 488

e: C/o- toowoomba.qld@raywhite.com

Item
2

2.1 Tenant/s

Tenant 1 - Michelle Hamlyn

p: +61 413 766 940

e: mech1977@hotmail.com

Emergency Contact Full Name/s: Caroline Hamlyn

Emergency Phone: 0413766940

Emergency Contact Email: MECH1977@hotmail.com

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

Nil

Item
3

3.1 Agent

If applicable. See clause 43

Ray White Toowoomba

James Cook Centre, Tenancy 4 Ground Floor/580/588 Ruthven St, Toowoomba City QLD 4350

p: +61 746 884 488

e: toowoomba.qld@raywhite.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 | C/o- toowoomba.qld@raywhite.com
Facsimile ☐ Yes ☒ No |

4.2 Tenant/s

Email ☒ Yes ☐ No | mech1977@hotmail.com
Facsimile ☐ Yes ☒ No |

4.3 Agent

Email ☒ Yes ☐ No | toowoomba.qld@raywhite.com
Facsimile ☐ Yes ☒ No |

Item
5

5.1 Address of the rental premises

2/22 Pascoe Lane, Harlaxton QLD 4350

5.2 Inclusions provided.

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

Nil

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

Nil

Item
6

6.1 The term of the agreement is

☒ fixed term agreement ☐ periodic agreement

6.2 Starting on the 10th of June 2025

6.3 Ending on the 12th of June 2026'

Fixed term agreements only.

For continuation of tenancy agreement, see clause 6

Item
7

Rent

Rent \$ 365.00 per ☒ week ☐ fortnight ☐ month
See clause 8(1)

Item
8

Rent must be paid on the Tuesday, weekly from the 10th of June 2025

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)

Other

Details MePay, Simple Rent, Rental Rewards, Eftpos (credit or savings)

Item
10

Place of rent payment

Insert where the rent must be paid. See clause 8(5) to 8(7)

Item
10a

Day of last rent increase

08 June 2024

Insert the day the rent was last increased for the premises

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

Item
11

Rental bond amount

\$1460.00

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

Gas ☒ Yes ☐ No

Phone ☒ Yes ☐ No

Any other service that a tenant must pay ☐ Yes ☒ No

See special terms (Part 3)

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 Individually metered
Gas Individually metered
Phone Individually metered

Any other service stated in item 12.1

See special terms (Part 3)

Item
14

How services must be paid for

Insert for each how the tenant must pay. See clause 16(d)

Electricity As account holder direct to the supplier
Gas As account holder direct to the supplier
Phone As account holder direct to the supplier

Any other service stated in item 12.1

See special terms (Part 3)

Item
15

Number of persons allowed to reside at the premises

3

See clause 23

Item
16

16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

See clause 22

☐ Yes ☒ No

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
NIL
Number
NIL

Item
18

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

Electrician	Reggie Gray	Phone	0401679450
Plumber	Leon Pettet	Phone	0400 065 371
Locksmith	Russell	Phone	0427 355 517
All other emergency maintenance		Phone	07 4688 4488

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs?

See clause 31(4)

☐ Yes ☒ No – please provide lessor contact details below

Name Ray White Toowoomba Phone 46884488

Part 2 Standard Term

Division 1 Preliminary

1 Interpretation

In this agreement –

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note: Some breaches of this agreement may also be an offence under the Act, for example, if—
 - The lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - The tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

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

Division 2 Period of Tenancy

4 Start of Tenancy

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

5 Entry condition report – s65

- (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 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.
- (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 – s70

- (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 – s357A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note – For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
 - (a) in 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 the lessor intends to change the way rent is paid to away that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.
Examples of an appropriate place:
 - the lessor's address for service
 - the lessor's agent's office

9 Rent in advance – s87

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

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

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

10 Rent increases – ss 91 and 93

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

11 Application to tribunal about excessive increase – s92

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

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to the 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 the 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 tenant 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 -
 - (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 generally - s188(2), (3) and (5)

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

Subdivision 3 The dwelling

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

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
Note: Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.
Examples of terms:
 - that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant cannot remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
- (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change -
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.

- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises —
- (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law.

Subdivision 4 - Damage and repairs

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

- (1) **Emergency repairs** are works needed to repair any of the following —
- (a) burst water service or serious water service leak;
 - (b) blocked or broken lavatory system;
 - (c) serious roof leak;
 - (d) gas leak;
 - (e) 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) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs — s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either —
- (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 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.

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

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

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

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

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

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

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

40 Exit condition report — s 66

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

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

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

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services — s 171

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

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 anything else the lessor may do, or is required to do, under this agreement.

44 Notices

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

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

Names of Approved Occupants: Michelle Hamlyn, Jake Robertson, Zara Robertson

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5pm).

Signature of lessor/agent

Name/trading name

Memento Vivere Pty Ltd t/as Ray White Toowoomba

Lessor or lessor's agent:

Tracey Jackson

the 3rd of April 2025

Signature of the tenant

Tenant #1

Michelle Hamlyn

the 3rd of April 2025

Part 3 Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1. Interpretation

- (a) For the purposes of this agreement, Premises, where mentioned shall mean the premises, fixtures and inclusions, if any
- (b) A reference to Landlord means the Lessor and visa versa.
- (c) A reference to agent means the agent authorised on behalf of the lessor from time to time whomever that may be and the tenant acknowledges that it may differentiate from the agent listed on the front page of this Agreement over time.

2. Lessor obligations

- (a) In accordance with clause 25 of the Standard Terms, the Lessor is obliged to ensure that at the commencement of the tenancy, the premises will be free from pests and vermin and will be in a reasonable state of repair.

3. Maintenance of premises

- (a) During the tenancy, the tenant must ensure that:
 - (i) The bins are taken out for collection on the days that Council or any other authority has arranged for collection in the relevant area, all of the tenant's rubbish is placed in those bins prior to collection, and the bins returned to their allocated position as soon as practicable;
 - (ii) They maintain the interior and the exterior of the premises including by undertaking the necessary gardening and cleaning tasks, whether undertaken by the tenant themselves or tradespeople, for which the tenant will bear the costs;
 - (iii) They do not block or cause to be blocked any pipes or drains linked to the premises;
 - (iv) They do not drill, damage, glue or attach any items (including any TV Antenna's or satellite dishes) to the walls, floor, ceiling, doors or roof of the premises without first obtaining the consent of the agent/lessor;
 - (v) They do not hang any articles of clothing from balconies or windows, and instead use the spaces provided by the lessor for hanging any clothing;
 - (vi) Any facilities provided to the premises are maintained in good working order and are not obstructed, including the smoke alarm, security devices, fire hose, sprinkler systems, extinguishers and garbage shoots;
 - (vii) Not to maliciously or negligently damage the premises or any part of the premises
 - (viii) Not to alter, add or remove any fixture or inclusion of the Premises, including locks and security devices, without the Lessor's prior consent;
 - (ix) To replace cracked or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the Tenant and/or its guests;
 - (x) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor/agent promptly of any vermin or pest infestation which, should the presence of said infestation have arisen due to an act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

4. Services to premises

- (a) The tenant will be responsible for arranging and paying for their own services to the premises including telephone and internet services.

5. Smoke alarms

- (a) During the tenancy (whether fixed term or periodic), the tenant must test and clean all of the smoke alarms in the premises every 12 months by following the guide in the Information Statement provided to the tenant at the beginning of the tenancy.
- (b) If the tenant becomes aware that the battery for a smoke alarm has run out or is about to run out they must replace the battery and let the lessor know as soon as possible.
- (c) If the tenant arranges for a tradesperson to attend to tasks relating to the smoke alarm, the tenant does so at their own expense.
- (d) The tenant must not tamper with or damage the smoke alarm in and way that may affect how it functions
- (e) In the event of a potential or actual failure of a smoke alarm, the tenant must notify the lessor immediately.

6. Portable pools

- (a) If the tenant wishes to have a portable pool of 300mm or greater ("portable pool") at the premises they must first obtain the lessor's approval and provide full particulars of such pool as requested to the lessor.
- (b) The tenant must act in accordance with any relevant laws, regulations and authorities including obtaining a Pool Safety Certificate and fencing the pool.
- (c) If the tenant requires a fence for the pool, they must first obtain the consent of the lessor.
- (d) Any costs associated with maintenance, repairs and compliance will be borne by the tenant.
- (e) The tenant's liability in relation to any portable pool brought onto the premises by the tenant will be subject to Clause 15.

7. Occupants of premises

- (a) The agent and/or the lessor may keep a duplicate set of keys to the premises.
- (b) Only those people named in this agreement as the tenants, and those people authorised by the lessor under this agreement, including any children of the tenant are entitled to reside in the premises.
- (c) The tenant must seek the consent of the lessor prior to giving any other person a right to use and/or occupy the premises for financial gain, regardless of whether this the agreement is verbal or documented in writing. The lessor will not unreasonably withhold their consent.

8. Intentionally removed

9. Ending the Tenancy

- (a) At the end of the tenancy, no matter how it ends, the tenant is required to make good the premises and in doing so must undertake and provide the agent/lessor with written evidence that they have undertaken the following tasks:
 - (i) Returned all keys, remote controls and other devices used in the premises including but not limited to keys to the front door, remote controls for garage, swipe keys and air-conditioning remotes (these items must be in good working order and must be replaced by the tenant if damaged or lost);
 - (ii) Repaired any damage cause to the premises by the tenant, the tenant's agents or invitees, or any pets (subject to fair wear and tear);
 - (iii) Cleaned all carpets and floorings to the standard they were in at the beginning of the tenancy (subject to fair wear and tear);
 - (iv) Removed the tenant's property and any rubbish from the premises; and
 - (v) Professionally fumigated and deodorized the premises if pets were contained in the premises (as reasonably required).
- (b) The Lessor may claim costs from the Tenant if they are required to regain access to the Premises, or if the lessor is required to undertake any of the tasks in this Clause.

10. Breach of Tenancy Agreement

Note: Section 429 of the Act states: If there is a dispute between the Lessor and tenant ... about (this) Agreement, either party may apply to the tribunal for an Order and the tribunal may make an Order it considers appropriate, to resolve the dispute.

- (a) Should the tenant fail to comply with their obligations under this agreement, incur expenses, or if the property has been damaged by the tenant or their agents, guests or invitees, and the lessor has attempted to mitigate such loss or damage, the lessor will be entitled to claim reasonable costs and expenses from the tenant.
- (b) Should the tenant fail to make good the premises or is in breach of this agreement, the lessor may rectify any issues and claim the costs of doing so from the tenant either directly or by deducting the required funds from the rental bond (ot the extent prescribed by the Act).
- (c) In addition to the tenant's obligations under Clause 7 of the Standard Terms, if the agreement is terminated by the tenant, the tenant will be required to abide by their obligations under this agreement until the earlier of a new tenant being found for the premises or this agreement naturally concluding.
- (d) If the tenant terminates this agreement prior to the natural conclusion of this agreement, and the rental amount paid by a new tenant is less than what was paid by the tenant, the tenant will be required to pay the difference until the expiry of the term under this agreement. For this clause to be effective the agent must take reasonable steps to ensure that that they have taken reasonable steps to minimize any rental losses.
- (e) If the tenant terminates the agreement early, the tenant will be required to pay the lessor's advertising costs, charges for services and any lost rent.
- (f) The tenant or the lessor may apply to the relevant tribunal to settle any disputes regarding the terms of this agreement.

11. Inspections

- (a) The Tenant will permit the lessor/agent to enter the Premises in accordance with Clause 20 of the Standard Terms (routine inspections) to photographically record the condition of the Premises.
- (b) During any routine inspections undertaken by the agent, the agent will be entitled to take photographs of the premises for the purpose of comparing the condition of the premises at different stages of the tenancy.
- (c) The agent will take reasonable steps to protect the privacy of the tenant and will not use the photographs for advertising purposes.
- (d) The tenant may request to view or take copies of the photographs from the agent.

12. Increases of Rent

- (a) If the lessor is entitled to increase the rent prior to the end of the term in this agreement, notice must be provided to the tenant a minimum of 2 months prior to such increase by the lessor or the agent.
- (b) The notice referred to in 10(l) of the Standard Terms above must state the amount that the rent is to be increased by and the date on which the increased rent will commence.
- (c) The tenant agrees to accept this Special Term as confirmation that the rent will increase pursuant to clause 10(l) of the Standard Terms and sections 91 & 93 of the Act as follows:
 - (i) The new rent will be:
 - (ii) Effective from:

13. Communication and service of documents

- (a) Any communication including the service of documents as required under this Agreement may occur by electronic means including by email and text message.
- (b) A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the Electronic Transactions (Queensland) Act 2001.
- (c) The parties agree to execution, delivery and service of documents electronically by a method provided by the lessor or such other agreed electronic signature service provided.

14. Insurance

- (a) The lessor will have their own insurance and the tenant will be responsible for maintaining their own property/contents insurance.
- (b) The tenant must not act, fail to act, act negligently, or act in any way that will affect the lessor's insurance, including by way of increasing premium costs or causing the lessor to breach any insurance policy in relation to the premises.

15. Privacy Policy

- (a) The agent is bound by the provisions of the Privacy Act 1988 (Cth).
- (b) While the agent will take all reasonable steps to ensure that the personal information of the tenant is protected, the tenant acknowledges and agrees that the lessor may be required to disclose certain information to the following parties:
 - (i) Tradespeople who are engaged for maintenance and/or repairs at the premises;
 - (ii) To the lessor for the purposes of acting as the agent of the agent for the lessor;
 - (iii) Insurance companies, courts and tribunals and other third parties as required;
 - (iv) To residential tenancy databases to assess any risks in letting to the tenant.
- (c) The tenant agrees that the disclosure of personal information to the above parties may be required in order to allow the agent to properly manage the tenancy and administer the premises.
- (d) The tenant has the right to access any personal information at all times and change the information held if it is incorrect.

16. Limit of Liability

Note: the provisions of Section 429 allow either party to apply to the tribunal in case of a dispute.

- (a) The lessor and the agent will not be liable for any loss or damage suffered by the tenant or the tenant's agents, invitees, tradespeople or guests who are on the premises in respect to both person and property, unless such loss or damage is caused by the negligence of the lessor and/or the agent or in circumstances where the lessor and/or the agent has failed to comply with their obligations under the Act.
- (b) The tenant indemnifies the agent and lessor against any liability for loss, damage or injury to the tenant or any other person on the premises and to any property, whether owned by the tenant, the lessor or any other person, which is a result of the act or omission of the tenant or their agents, invitees or guests.

17. Compliance

- (a) The tenant agrees to comply with all terms of this Agreement which includes the General Tenancy Agreement and any additional Standard Terms, Annexures and Addendums where applicable.
- (b) Where a product, fixture and fitting is provided with the premises has a warning label or safety instructions attached to it, the tenant is not to remove, damage or deface said label.

18. No warranty by agent

- (a) The lessor and the tenant confirm that the agent has not provided either party with any legal advice concerning this agreement and the parties should obtain their own legal advice prior to entering into this agreement or otherwise do so at their own risk.

Annexure A

1. Use

- (a) The tenant accepts the premises in the condition it was in when inspected by the tenant prior to the tenancy.
- (b) Prior to signing the agreement and renting the property the tenant acknowledges that they read the agreement and associated documents including the relevant reports and instruction statement.
- (c) The tenant agrees that any Form 17A, 1A Entry Condition Report provided to the tenant at the commencement of the first term will still be applicable if any further term is granted to the tenant.
- (d) The tenant must not use the premises as a place of business unless consented to in writing by the lessor.
- (e) If the tenant wishes to smoke, they may only do so outdoors and at least 10 metres away from the premises. The tenant must not smoke inside the premises under any circumstance. The tenant must not litter any cigarette butts on or around the premises unless such disposal is into an enclosed bin.
- (f) The tenant agrees that they will not remove any furniture or fittings from the premises that were there prior to the tenancy commencing without the consent of the agent or lessor.

2. Services

- (a) The tenant must cancel all utility services to the premises upon termination of the tenancy.
- (b) If a phone line is required to be connected to the premises the lessor is not obligated to contribute to the costs in doing so and the tenant should make their own enquiries in this regard.
- (c) Any TV connections are to remain in the premises on termination of the tenancy.
- (d) The tenant acknowledges that they may be required to allow the Agent to access the premises on a predetermined date to complete any service requirements as required.
- (e) The tenant will be responsible for any costs of emergency services attending the premises due to the fire alarm going off.

3. Maintenance

- (a) The tenant must check the electrical safety switches regularly and as directed by the lessor or agent.
- (b) If any maintenance or repairs are required by a trades person, the tenant will be responsible for arranging the required access to the premises.
- (c) The tenant acknowledges and agrees that in the event that damage is caused to the property by either the tenant, a resident, occupant or invitee of the tenant, the tenant will be responsible for all costs associated with rectifying the damage.
- (d) Any electrical goods or appliances must be kept in good working order.
- (e) The filter of any air-conditioners on the premises must be cleaned quarterly, or monthly if it is in use regularly.
- (f) If the premises has a garden or outdoor area the tenant is required to maintain the garden by watering any plants and lawns, mowing the lawn or organising for a professional to mow the lawn at the tenants own cost, and keep the outdoor area clean by removing weeds, rubbish, animal droppings, garden waste and leaf litter.
- (g) If the tenant wishes to plant additional trees or construct items in the outdoor area they must first obtain consent from the lessor.
- (h) The tenant must not remove any plants or trees from the outdoor area without obtaining consent from the lessor.

- (i) Any indoor plants must be kept on a raised tray to avoid damage or leakage onto the flooring of the premises, whether this is indoor or outdoor.
- (j) The kitchen area, counter tops and appliances must be kept clean from liquid and food stains at all times so as to avoid staining and rusting. The appropriate cleaning product for the surface type must be used, and the instructions on any product should be read prior to use.
- (k) The tenant must not take pots or pans off the stove and place them directly on the counter top. Any damage to the counter due to this occurring will be repaired at the lessee's cost.
- (l) Bathrooms must be kept clean and in a useable condition and free from any mould at all times including the shower curtain. The lessee must not remove the toilet seat.
- (m) The tenant will not stick any adhesive product such as glue, tack, tape or screw or nail the walls of the premise without obtaining the consent of the agent or lessor.
- (n) Any timber or cork flooring must not be walked on by the tenant or their agent or invitees in high heels or any other footwear that is likely to damage the surface of the floorings. Any furniture should be placed on top of a rug or similar floor covering to protect the surface of the flooring.
- (o) Any stain or marking on the floors must be cleaned prior to any permanent damage occurring using an appropriate product for the type of flooring.
- (p) In the event that any light bulbs require replacing during the tenancy, the tenant will bear all costs with replacing same.
- (q) All upholstery including curtains and carpeting in the premises is to be cleaned to the same standard as at the beginning of the tenancy excepting fair wear and tear.
- (r) If the lessor has provided any inventory items in a set and one piece of that set is damaged and irreplaceable, the tenant agrees to replace the entire set with a new set.

4. Water

- (a) Water usage if premises is water efficient:
 - (i) The tenant is responsible for payment of water usage at the premises.
 - (ii) Water usage charges will be based on the water meter readings and will be recorded on each Condition Report during the tenancy.
- (b) Water usage if premises not water efficient:
 - (i) If the water usage is individually metered any excess consumption over the reasonable amount will be charged to the tenant
 - (ii) If the water usage is not individually metered, any excess usage over the reasonable amount, which the parties agree to be 35 kilolitres, will not be charged to the tenant.
- (c) The agent will invoice the tenant per quarter and payment must be made in accordance with that invoice.

5. Parking

- (a) The tenant or agents and invitees of the tenant must not block the common property or driveway areas at any time with their vehicles. Any visitors are strictly to use only the visitor parking if available.
- (b) The tenant must not at any stage enter the roof area above the premises, and if required to do so, will contact the agent to obtain their prior consent.
- (c) The tenant must park their vehicle only in their designated parking space if one is provided and must not use this space for any other purpose such as storage, repairing vehicles, or as a work space.
- (d) The designated car space and the car park must be kept clean at all times and the tenant must not litter any rubbish in this area.

- (e) No trailers or unregistered vehicles must be parked in any of the car park area without first obtaining the consent of the agent or lessor.

6. Administration

- (a) On expiry of the term, the lessor may increase the rent by giving at least 2 months written notice to the tenant.
- (b) The tenant will be charged each time a rental payment transaction is rejected due to insufficient funds, regardless of how payment is made (Refer to schedule of fees if applicable).
- (c) The tenant must nominate one person to be the primary contact person. This may be changed at any time with written notice to the agent.
- (d) There will be a fee each time any of the leaseholders on the tenancy Agreement change. (Refer to schedule of fees if applicable).
- (e) If the agent uses a specific website or mobile application for the purposes of liaising with the tenant, such as for providing notices, or paying rent, then the tenant agrees to use those applications where possible.
- (f) Any invoices provided by the agent to the tenant will be payable within thirty days.
- (g) Should any unauthorised person break in to the premises, the tenant must contact the police immediately and then notify the agent or lessor as a matter of urgency.
- (h) The tenant must properly restrain any pets prior to inspections.
- (i) Excess on any insurance policy held by the lessor may be payable by the tenant if any damage is caused to the property by the tenant.
- (j) If the tenant is unable to access the premises due to keys being lost or being locked out, the tenant may contact a locksmith at their own cost or contact the agent for assistance. The tenant acknowledges that the agent may not be available to assist at the time.

Annexure B

Signed by Michelle
Hamlyn
the 3rd of April 2025



Rent Arrears

Rent Arrears Policy:

Under the Residential Tenancies Act you are required to pay your rent by the date noted on the schedule in your lease and it must always be paid in advance (Refer Clause 9 of the Standard Terms). Should you have any difficulties in paying your rent, we encourage open lines of communication and urge you to contact us as soon as possible so that we can be of assistance to you in resolving the problem.

Commencing the first day rent falls into arrears you will receive a number and variety of reminders which you should not ignore. The reminder notices and frequency are listed below:

1 to 7 days in arrears Courtesy call, sms or reminder letter/email

8 to 14 days in arrears RTA Form 11 Notice to Remedy Breach will be served and a copy forwarded to the lessor for their records
This notice allows 7 days to remedy the breach

15+ days in arrears RTA Form 12 Notice to Leave will be served to terminate the tenancy and a copy forwarded to the lessor for their records
The notice period for this form is 7 days

Expiry of the Form 12 Tenant is to handover possession of the property to Ray White Toowoomba
Failure to do so will result in Ray White Toowoomba on behalf of the Lessor applying to the Tribunal for a
"warrant of possession"
Any unpaid rent or monies over and above the bond will be claimed against you through QCAT

By signing this General Tenancy Agreement you acknowledge you have read and understand this policy.

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Ray White Toowoomba. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Michelle Hamlyn

Audit Trail

03 April 2025 10:42 AM	Residential Tenancy agreement is sent to Michelle Hamlyn	101.178.228.142
03 April 2025 10:42 AM	The QLD Residential Tenancy documents: Form 17a (form-17a.pdf), Notice to leave (notice-to-leave.pdf), Other (Ray Toowoomba tenant induction.pdf) have been sent to Michelle Hamlyn (mech1977@hotmail.com)	
03 April 2025 10:43 AM	The Notice to Leave (Form 12) has been sent to mech1977@hotmail.com with the renewal agreement	3.106.209.210
03 April 2025 10:43 AM	Viewed by Michelle Hamlyn	1.146.107.138
03 April 2025 10:44 AM	Michelle Hamlyn saved emergency contact details (Name: Caroline Hamlyn, Phone: 0413766940, Email: MECH1977@hotmail.com)	1.146.107.138
03 April 2025 10:46 AM	Michelle Hamlyn Initialled the bottom of each page	1.146.107.138
03 April 2025 10:47 AM	Michelle Hamlyn signed the special conditions and terms	1.146.107.138
03 April 2025 10:47 AM	Tenant Michelle Hamlyn has confirmed their identity	1.146.107.138
03 April 2025 10:47 AM	Signed by Michelle Hamlyn	1.146.107.138
03 April 2025 10:47 AM	Michelle Hamlyn has sent the agreement back to the agent	1.146.107.138
03 April 2025 10:47 AM	All signatures received, Contract is sent back to the agent	
03 April 2025 10:47 AM	Signed by agent Tracey Jackson	101.178.228.142
03 April 2025 10:47 AM	Residential Tenancy agreement has been sent to: mech1977@hotmail.com, pm4.toowoomba@raywhite.com	

RATE NOTICE

P 131 872 | F 1800 448 882 | info@tr.qld.gov.au | www.tr.qld.gov.au
PO Box 3021 Toowoomba QLD 4350 | Toowoomba Regional Council | ABN 99 788 305 360



This information was prepared as at 30 JAN 2026



093742-050834-TV1 BD 042
GLEN OWEN THOMAS
50 TWINE STREET
ROMA QLD 4455

REFERENCE NO: 5197313

ISSUE DATE: 6 FEB 2026

DUE DATE: 11 MAR 2026

AMOUNT DUE: 1,291.57

VALUATION: Averaged Value 64,583

PROPERTY LOCATION: 2/22 Pascoe Lane, HARLAXTON QLD 4350

PROPERTY DESCRIPTION: Lot 2 SP196596

SUMMARY OF CHARGES

Rates and Charges for the half-year ending 30 JUN 2026

Rates and Charges (see over)	1,215.21
Discount (see over)	49.44 CR
State Emergency Management Levy (see over)	125.80

PAID 3-3-26

FREQUENTLY ASKED QUESTIONS

I've recently purchased this property, why do I have to pay full rates?

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

How to view my rates account online?

Your rate notice may show an opening balance (debit or credit). The opening balance is made up of any unpaid rates and charges and/or payments made since your last notice. You can view receipts, rate notices or water rate notices, create an arrangement to pay or check your current balances online as a registered user at www.tr.qld.gov.au/propertydetails

Do I need to call to change my postal address?

You can update your postal address as well as other details and services here at: www.tr.qld.gov.au/requests or contact the customer service centre on 131 872.

Total amount payable if received by 11 MAR 2026 1,291.57

Total amount payable if not received by the due date 1,341.01

HOW TO PAY - for a full list of payment options please see over the page



Biller Code: 18366
Ref: 5197313

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 5197313

® Registered to BPAY Pty Ltd ABN 69 079 137 518



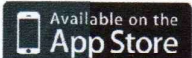
Are you using the right Biller Code and Reference Number?



Pay using your smartphone



Download the Snip App and scan the code to pay now.



Post Billpay

Pay in-store at Australia Post



*414 005197313



24/7 phone payment

Phone 1300 451 206

DETAILED RATES AND CHARGES

DESCRIPTION:	BASIS:		RATE / CHARGE:	AMOUNT:
General Rate - Category 1.1*	Minimum	64,583	0.007962	675.50
Sewerage Charge Residential*	Units	1	626.420000	313.21
Public Transport Levy	Units	1	43.580000	21.79
Domestic Waste/Recycling Service	Units	1	327.420000	163.71
Waste Facilities & Landfill Rehabilitation Levy	Units	1	82.000000	41.00
Total Council Rates and Charges				1,215.21
State Emergency Management Levy 2(A)	Units	1	251.600000	125.80
Total State Emergency Management Levy				125.80

* 5% Discount applies if paid by the due date

Council has received an annual payment of \$4,806,624 from the State Government to mitigate any direct effects of the State Waste Levy on households in Council's area.

METHODS OF PAYMENT



Paying online - Visit www.tr.qld.gov.au/payments



Direct debit (rates easy-pay) - You may have your rate notice paid directly from your nominated cheque or savings account on the due date or in small, regular payments in advance. Allow 7 days for the direct debit to be set up. For more information please contact Council on 131 872.



Paying by phone - 24/7, pay by phone using your Visa or Mastercard. Phone **1300 451 206**.



By mobile - Download the Sniip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. (Sniip is not available for iPads or tablets.)



Bill Code: 18366
Ref: 5197313

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

® Registered to BPAY Pty Ltd ABN 69 079 137 518



In-store

Australia Post - Payments can be made at any Australia post office with a copy of your rate notice. Cash, cheque or eftpos payments are accepted.



Paying in person - Cash, cheque, money order, eftpos, Visa or Mastercard. Present this notice to Council's customer service centres, 8.30am to 5pm weekdays (except public holidays). Service Centres are in Clifton, Crows Nest, Goombungee, Highfields, Millmerran, Oakey, Pittsworth and Toowoomba.



Services Australia

Centrepay - Go to servicesaustralia.gov.au/centrepay for more information. Centrepay Reference: 555 071 719T.



Mail - Mail your payment to Toowoomba Regional Council, PO Box 3021 Toowoomba Qld 4350. (Payment must be received by the due date).

Visa and Mastercard payments will attract 0.33% surcharge.

Council cannot accept cheques issued by financial institutions that have discontinued cheque services. Please contact your financial institution about any change in cheque services that may impact you.

IMPORTANT INFORMATION

Rates and charges for the property described in this notice are due and payable by the owner(s) of the property by the due date specified on the front of this notice.

Discount, if applicable, will only be allowed if the Amount Due is received at Council by the due date. If you post your payment, please ensure that the date of posting allows sufficient time for delivery to Council by the due date. Discount will not be allowed if your payment is received after the due date.

Valuations are used in the calculation of the general rate. Any enquiries concerning valuations and objections should be addressed to the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development, 203 Tor Street, Toowoomba - phone 137 468.

Pensioners who hold a pensioner concession card or Veterans Affairs gold card are eligible for a remission of rates. An application form must

be completed at your local service centre on or before the due date for payment of this rate notice.

Interest is charged on all overdue rates and charges six monthly in arrears (ie. at the end of the previous half-year in which same became due and payable) at the rate of 8.5% per annum, calculated and charged half yearly.



Are you moving? Please ensure that you advise Council of your new postal address.



Please quote your Reference Number when writing or phoning.



If you are unable to pay this notice by the due date, please contact Council immediately to arrange a payment schedule.

To view the Rating Category Statement 2025/26 which includes information as to your right to object to the categorisation of your land please visit www.tr.qld.gov.au/ratecategories or contact us.

RECEIVE THIS NOTICE ELECTRONICALLY



BPAY VIEW NOTICES

By using BPAY View, you can receive, pay and store your rate notices in your online banking account. You will be notified when your next notice arrives by email, SMS or internet bank notification, depending on your preference and Financial Institution.



EMAIL NOTICES

You can now choose to receive your rates notices via email rather than through the post. Please help save our environment and register today. Follow these steps:

- go to www.tr.qld.gov.au/emailmyrates
- register using information from the front of this notice.



GO PAPERLESS WITH SNIIP

Simply register for **m-Billing™** in the Sniip app, and receive your bills directly into your mobile via a push notification.

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

GENERAL REQUEST

Form 14 Version 3
Page 1 of 1

**710190660**

Duty Imprint

\$111.30

15/12/2006 14:52

TA 460

purpose of maintaining the publicly searchable registers in the land registry
and the water register.

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR PASCOE QUATTRO
COMMUNITY TITLES SCHEME

Lodger (Name, address & phone number)

Ian A. Rosenberger, Solicitor
PO Box 100
DRAYTON NORTH Q 4350
Ph: 07 4636 2050 Fax: 07 4636 2650

**Lodger
Code**

TA990

2. Lot on Plan Description

LOT 5 ON RP838418

County

AUBIGNY

Parish

DRAYTON

Title Reference

18206012

3. Registered Proprietor/State Lessee

JUDITH HEATHER WATTERS

4. Interest

NOT APPLICABLE

5. Applicant

JUDITH HEATHER WATTERS

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for PASCOE QUATTRO community titles scheme and that 22 Pascoe Lane, Harlaxton Q 4350 be recorded as address for service on the body corporate for the scheme.

7. Execution by applicant**Execution Date**

11/19/06

Applicant's or Solicitor's Signature

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

36311

This statement incorporates and must include the following:

WITHIN THREE (3) MONTHS OF THE DATE OF
CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme

PASCOE QUATTRO

2. Regulation module

SMALL SCHEMES MODULE

3. Name of body corporate

BODY CORPORATE FOR PASCOE QUATTRO COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF PASCOE QUATTRO COMMUNITY TITLES SCHEME LOTS 1 TO 4 ON SP196596	AUBIGNY	DRAYTON	48206012

5. Name and address of original owner #

JUDITH HEATHER WATTERS
PO BOX 766
TOOWOOMBA Q 4350

6. Reference to plan lodged with this statement

SP196596

first community management statement only

7. Local Government community management statement notation

Donna Thorpe signed
DM Thorpe - Mayor *P Spencer - Chief Executive Officer* name and designation
 TOOWOOMBA CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

11/19/06

*Execution

.....
 *Original owner to execute for a first community management statement
 *Body corporate to execute for a new community management statement

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 1 ON SP196596	1	1
LOT 2 ON SP196596	1	1
LOT 3 ON SP196596	1	1
LOT 4 ON SP196596	1	1
TOTALS	4	4

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWSBy-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to this scheme.**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Statutory Easement Allocation Matrix

LOTS AFFECTED BY SERVICE EASEMENTS AND STATUTORY EASEMENTS

Lot on Plan	Easement	Service Location Diagram showing Service Easements
Common property of PASCOE QUATTRO	Power, water, stormwater	As per attached Sketch Plan marked "A"
Lot 1 on SP196596	Power, communications, stormwater, sewerage	As per attached Sketch Plan marked "A"
Lot 2 on SP196596		As per attached Sketch Plan marked "A"
Lot 3 on SP196596	Water, communications, power, sewerage	As per attached Sketch Plan marked "A"
Lot 4 on SP196596		As per attached Sketch Plan marked "A"

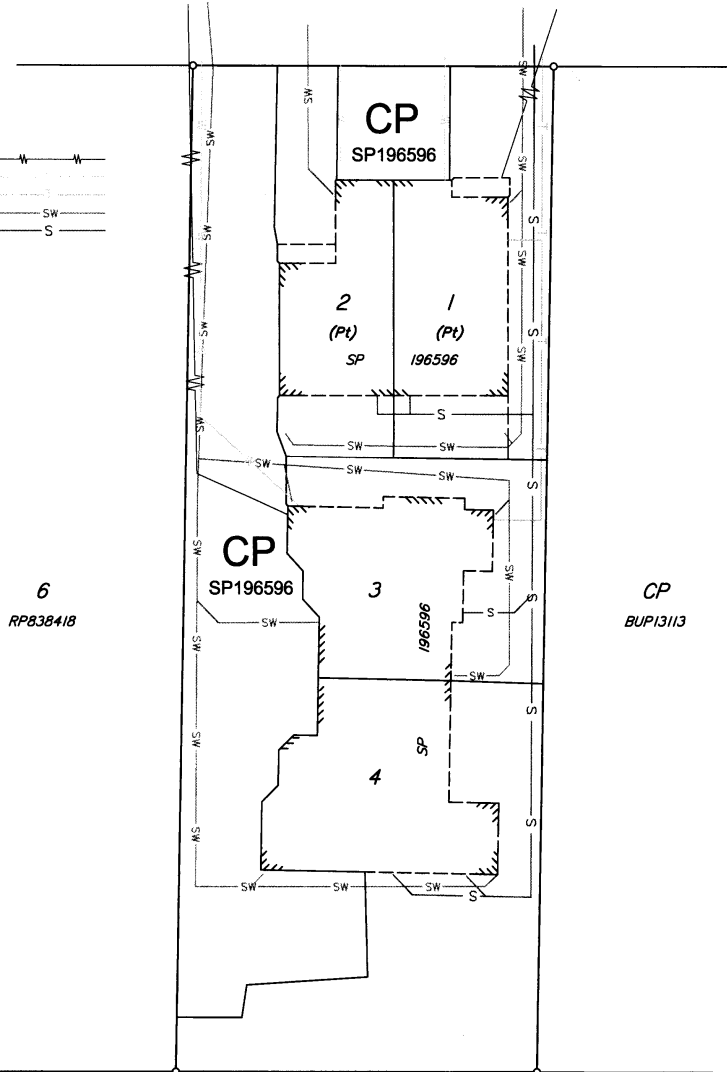
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

NOT APPLICABLE

LEVEL A

PASCOE LANE

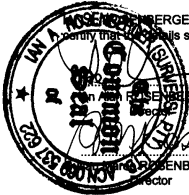
ELECTRICITY
WATER
TELSTRA
STORMWATER
SEWERAGE



30
RP149252

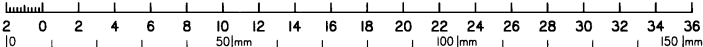
NOTE:
SERVICES SHOWN POSITION VIDE INFORMATION SUPPLIED
BY BUILDER (TAYLOR & CO BUILDERS PTY LTD.)
SEWER AND DRAINAGE BY TOOWOOMBA CITY COUNCIL.

VERIFICATION ON THE UNDERGROUND SERVICES HAS NOT
BEEN CONFIRMED BY SURVEY.



Date: 28/8/2006

Scale 1:250 – Lengths are in Metres.



IAN A. ROSENBERGER
(SURVEYS) PTY. LTD.

A.C.N. 069 537 622

CADASTRAL & ENGINEERING SURVEYORS
PLANNERS & LAND DEVELOPMENT CONSULTANTS

P.O. BOX 100
DRAYTON NORTH, QLD.4350
TOOWOOMBA (07) 4636 2050
FAX (07) 4636 2650
surveys@rosenberger.com.au

SERVICES LOCATION DIAGRAM
OVER COMMON PROPERTY IN PASCOE QUATTRO
COMMUNITY TITLES SCHEME NO.
(SP196596)

PARISH: **DRAYTON** COUNTY: **Aubigny** LOCAL AUTHORITY: **TOOWOOMBA C.C.**
Meridian: SP196596 Date: 25/8/2006 Map Ref: 9242-11131 Scale: 1:250

DRAWN - STANFELDS
IR060799
S2424/05



**TOOWOOMBA BODY CORPORATE
MANAGERS & CONSULTANTS**

A.B.N. 14 050 400 809

P: 07 4639 3205

E: admin@toowoombabodycorporate.com.au

Toowoomba Homemaker Centre
2/12 Prescott Street, Toowoomba City Qld 4350

12 March 2026

PASCOE QUATTRO CTS 36311

Not registered for GST

INFOTRACK PTY LTD
PO Box 10314
Adelaide Street
BRISBANE QLD 4000

Ref

Re	Lot	2	PASCOE QUATTRO CTS 36311
Fee	84.10		Paid

This certificate contains the following information:

Name of the Scheme / Community Title Number / Lot Information / Financial
Information pertaining to Lot.

IMPORTANT: This document has been provided in good faith and with all information provided to this office. We accept no liability for any claim due to information not provided to this office either by a previous owner or manager of the body corporate records.

Section 205(5) of the Act provides that the person obtaining this certificate may rely on it against the body corporate as conclusive evidence of the matters stated, except for errors reasonably apparent. The Body Corporate and Community Management Regulation provides that a new owner becomes jointly and severally liable for any contribution, instalment, penalty or other amount payable to the body corporate that is due but unpaid when they become the new owner.

Before settlement, please go to www.stratamax.com.au/cert and enter your Access ID provided to obtain any updates on the figures contained in the attached certificate.

Your access ID: 36311TBCM 1947677594.

A fee of \$44.00 applies for this service which is payable online. The above Access ID will expire one month from the date of this letter. If you wish to obtain an update directly from us, a fee will apply.

BCCM

Form 33

Department of Justice

Body corporate certificate

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

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 12/03/2026

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

Pascoe Quattro

CTS No. **36311**

Body corporate manager

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

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Shana Lovett**

Company: **Toowoomba BCM**

Phone: **07 4639 3205**

Email: **admin@toowoombabodycorporate.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **2**

Plan type and number: **196596**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Small

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

No

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

Date of Resolution	Lot Description	Conditions
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Lot entitlements and financial information

Lot entitlementments

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **1**

Total contribution schedule lot entitlements for all lots: **4**

Interest schedule

Interest schedule lot entitlement for the lot: **1**

Total interest schedule lot entitlements for all lots: **4**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **2** for the current financial year: \$ **1,875.00**

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

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

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/03/25 to 31/05/25	01/03/25	370.55	333.49	04/03/25
01/06/25 to 31/08/25	01/07/25	501.25	451.12	25/06/25
01/09/25 to 30/11/25	01/09/25	501.25	451.12	02/09/25
01/12/25 to 28/02/26	01/12/25	501.95	451.75	02/12/25
01/03/26****31/05/26	01/03/26	435.00	391.50	24/02/26
01/06/26****31/08/26	01/06/26	435.00	391.50	
			Amount overdue	(\$55.00)
			Amount Unpaid including amounts billed not yet due	(\$55.00)

Sinking fund contributions

Total amount of contributions (before any discount) for lot **2** for the current financial year: \$ **700.00**

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

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

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/03/25 to 31/05/25	01/03/25	134.45	121.00	04/03/25
01/06/25 to 31/08/25	01/07/25	188.00	169.20	25/06/25
01/09/25 to 30/11/25	01/09/25	188.00	169.20	02/09/25
01/12/25 to 28/02/26	01/12/25	189.55	170.59	02/12/25
01/03/26****31/05/26	01/03/26	200.00	180.00	24/02/26
01/06/26****31/08/26	01/06/26	200.00	180.00	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

Monthly penalty for overdue contributions (if applicable): **2.50** %

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

Monthly penalty for overdue contributions (if applicable): **2.50** %

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

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	(\$55.00)
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due (\$55.00))	(\$55.00)

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

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): \$ 13,252.78

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions
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Body corporate assets

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

The body corporate does not have any assets that it is required to record in its register

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING STRATA COMMUNITY INSURANCE	TBACTS36311	1,700,000.00	3,324.40	04/02/27	\$1,000 See policy
COMMON CONTENTS STRATA COMMUNITY INSURANCE	TBACTS36311	17,000.00		04/02/27	\$1,000 See policy
FIDELITY GUARANTEE STRATA COMMUNITY INSURANCE	TBACTS36311	100,000.00		04/02/27	\$1,000 See policy
LEGAL LIABILITY STRATA COMMUNITY INSURANCE	TBACTS36311	10,000,000.00		04/02/27	\$1,000 See policy
LOSS OF RENT STRATA COMMUNITY INSURANCE	TBACTS36311	255,000.00		04/02/27	\$1,000 See policy
LOT OWNER'S IMPROV. STRATA COMMUNITY INSURANCE	TBACTS36311	300,000.00		04/02/27	\$1,000 See policy
OFFICE BEARER'S LIAB STRATA COMMUNITY INSURANCE	TBACTS36311	500,000.00		04/02/27	\$1,000 See policy
AUDIT COSTS STRATA COMMUNITY INSURANCE	TBACTS36311	25,000.00		04/02/27	\$1,000 See policy
VOLUNTARY WORKERS STRATA COMMUNITY INSURANCE	TBACTS36311	Insured		04/02/27	\$1,000 See policy
APPEAL EXPENSES STRATA COMMUNITY INSURANCE	TBACTS36311	100,000.00		04/02/27	\$1,000 See policy
TERRORISM STRATA COMMUNITY INSURANCE	TBACTS36311	Insured		04/02/27	\$1,000 See policy
LEGAL DEFENCE STRATA COMMUNITY INSURANCE	TBACTS36311	50,000.00		04/02/27	\$1,000 See policy

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

No

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

No

Embedded network electricity supply

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

No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

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

Name/s Toowoomba BCM

Positions/s held Body Corporate Manager

Date 12/03/2026

Signature/s _____

Copies of documents given with this certificate:

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

Pascoe Quattro CTS 36311

22 Pascoe Lane Harlaxton Qld 4350

BALANCE SHEET

AS AT 12 MARCH 2026

	ACTUAL 12/03/2026	ACTUAL 28/02/2026
<u>OWNERS FUNDS</u>		
Administrative Fund	1,323.69	3,314.54
Sinking Fund	13,252.78	12,532.78
<u>TOTAL</u>	<u>\$ 14,576.47</u>	<u>\$ 15,847.32</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	1,378.69	1,447.34
Bank Balance Sinking Fund	13,252.78	13,072.78
Prepaid Expenses	0.00	3,096.70
<u>TOTAL ASSETS</u>	<u>14,631.47</u>	<u>17,616.82</u>
 <u>LIABILITIES</u>		
Next Year Discounts	0.00	(190.50)
Levies In Advance	55.00	1,960.00
<u>TOTAL LIABILITIES</u>	<u>55.00</u>	<u>1,769.50</u>
 <u>NET ASSETS</u>	<u>\$ 14,576.47</u>	<u>\$ 15,847.32</u>

Pascoe Quattro CTS 36311

22 Pascoe Lane Harlaxton Qld 4350

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2026 TO 12 MARCH 2026

	ACTUAL	BUDGET	ACTUAL
	01/03/26-12/03/26	01/03/26-28/02/27	01/03/25-28/02/26
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	1,740.00	0.00	7,500.00
Discount - Admin Fund	(174.00)	0.00	(750.08)
<u>TOTAL ADMIN. FUND INCOME</u>	1,566.00	0.00	6,749.92
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting	0.00	0.00	176.00
Bank Charges	0.00	0.00	17.10
Income Tax Instalments	0.00	0.00	5.75
Insurance - Premium	3,426.70	0.00	511.36
Insurance Valuation	0.00	0.00	385.00
Management Fees	73.33	0.00	884.97
Software Access Fee	9.16	0.00	82.44
Management Fees - Additional	29.33	0.00	1,261.97
Management Fees - Disbursement	18.33	0.00	219.96
Pest Control	0.00	0.00	440.00
Sinking Fund Forecast	0.00	0.00	514.00
Reports	0.00	0.00	250.00
<u>TOTAL ADMIN. EXPENDITURE</u>	3,556.85	0.00	4,748.55
<u>SURPLUS / DEFICIT</u>	\$ (1,990.85)	\$ 0.00	\$ 2,001.37
Opening Admin. Balance	3,314.54	3,314.54	1,313.17
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 1,323.69	\$ 3,314.54	\$ 3,314.54

Pascoe Quattro CTS 36311

22 Pascoe Lane Harlaxton Qld 4350

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2026 TO 12 MARCH 2026

	ACTUAL	BUDGET	ACTUAL
	01/03/26-12/03/26	01/03/26-28/02/27	01/03/25-28/02/26
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	800.00	0.00	2,800.00
Discount - Sinking Fund	(80.00)	0.00	(280.04)
<u>TOTAL SINKING FUND INCOME</u>	720.00	0.00	2,519.96
<u>EXPENDITURE - SINKING FUND</u>			
Roof Repairs	0.00	0.00	275.00
Plumbing & Drainage	0.00	0.00	3,885.20
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	0.00	4,160.20
<u>SURPLUS / DEFICIT</u>	\$ 720.00	\$ 0.00	\$ (1,640.24)
Opening Sinking Fund Balance	12,532.78	12,532.78	14,173.02
<u>SINKING FUND BALANCE</u>	\$ 13,252.78	\$ 12,532.78	\$ 12,532.78



**TOOWOOMBA BODY CORPORATE
MANAGERS & CONSULTANTS**

A.B.N. 14 050 400 809

P: 07 4639 3205

E: admin@toowoombabodycorporate.com.au

Toowoomba Homemaker Centre
2/12 Prescott Street, Toowoomba City Qld 4350

PASCOE QUATTRO CTS 36311

ABN 52 773 156 037

STATEMENT

INFOTRACK PTY LTD
PO Box 10314
Adelaide Street
BRISBANE QLD 4000

Statement Period

01 Mar 25 to 12 Mar 26

A/c No	2	Lot No	2
Page Number	1	Unit No	2

Last Certificate Issued: 19/09/25

Transfer Date: 10/12/25

Date	Type	Details	Reference	Debit	Credit	Balance
01/03/25	Admin Fund	Brought forward		38.50		38.50
01/03/25	Sinking Fund	01/03/25 to 31/05/25	I0000218	370.55		409.05
04/03/25	Receipt	01/03/25 to 31/05/25	I0000222	134.45		543.50
04/03/25	Receipt	Admin Fund	R0000116		333.49	210.01
04/03/25	Receipt	Sinking Fund	RA000116		121.00	89.01
04/03/25	Receipt	Other	RB000116		38.50	50.51
04/03/25	Discount	Admin Discount	RC000116		37.06	13.45
04/03/25	Discount	Sink Discount	RD000116		13.45	0.00
29/05/25	Admin Fund	01/06/25 to 31/08/25	I0000226	501.25		501.25
29/05/25	Sinking Fund	01/06/25 to 31/08/25	I0000230	188.00		689.25
25/06/25	Receipt	Admin Fund	R0000120		451.12	238.13
25/06/25	Receipt	Sinking Fund	RA000120		169.20	68.93
25/06/25	Discount	Admin Discount	RB000120		50.13	18.80
25/06/25	Discount	Sink Discount	RC000120		18.80	0.00
22/07/25	Admin Fund	01/09/25 to 30/11/25	I0000234	501.25		501.25
22/07/25	Sinking Fund	01/09/25 to 30/11/25	I0000238	188.00		689.25
02/09/25	Receipt	Admin Fund	R0000124		451.12	238.13
02/09/25	Receipt	Sinking Fund	RA000124		169.20	68.93
More details on next page...				\$1,922.00	\$1,853.07	\$68.93

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: (\$55.00)	
0.00	0.00	0.00	0.00	-55.00	Date Paid	Amount Paid

Payment Options

	Tel: 1300 552 311 Ref: 1531 7301 3	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratamax.com.au Ref: 1531 7301 3	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 1531 7301 3	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Bill Code: 74625 Ref: 1531 7301 3	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518	
	Billpay Code: 3599 Ref: 1531 7301 3	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1531 7301 3	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 1531 7301 3 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

1531 7301 3

Amount

Due Date

\$0.00**26 Mar 26**

Toowoomba BCM
36311/02100002 Lot 2/2

INFOTRACK PTY LTD
PO Box 10314
Adelaide Street
BRISBANE QLD 4000



*3599 153173013



**TOOWOOMBA BODY CORPORATE
MANAGERS & CONSULTANTS**

A.B.N. 14 050 400 809

P: 07 4639 3205

E: admin@toowoombabodycorporate.com.au

Toowoomba Homemaker Centre
2/12 Prescott Street, Toowoomba City Qld 4350

PASCOE QUATTRO CTS 36311

ABN 52 773 156 037

STATEMENT

INFOTRACK PTY LTD
PO Box 10314
Adelaide Street
BRISBANE QLD 4000

Statement Period

01 Mar 25 to 12 Mar 26

A/c No	2	Lot No	2
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Page Number	2	Unit No	2
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Last Certificate Issued: 19/09/25

Transfer Date: 10/12/25

Date	Type	Details	Reference	Debit	Credit	Balance
02/09/25	Discount	Admin Discount	RB000124		50.13	18.80
02/09/25	Discount	Sink Discount	RC000124		18.80	0.00
23/10/25	Admin Fund	01/12/25 to 28/02/26	I0000242	501.95		501.95
23/10/25	Sinking Fund	01/12/25 to 28/02/26	I0000246	189.55		691.50
02/12/25	Receipt	Admin Fund	R0000128		451.75	239.75
02/12/25	Receipt	Sinking Fund	RA000128		170.59	69.16
02/12/25	Discount	Admin Discount	RB000128		50.20	18.96
02/12/25	Discount	Sink Discount	RC000128		18.96	0.00
19/01/26	Other	New Owner Pack	M0000002	55.00		55.00
22/01/26	Admin Fund	01/03/26 to 31/05/26	I0000250	435.00		490.00
22/01/26	Sinking Fund	01/03/26 to 31/05/26	I0000254	200.00		690.00
24/02/26	Receipt	Other	R0000132		55.00	635.00
24/02/26	Receipt	Admin Fund	R0000133		446.50	188.50
24/02/26	Receipt	Sinking Fund	RA000133		180.00	8.50
24/02/26	Discount	Admin Discount	RB000133		43.50	-35.00
24/02/26	Discount	Sink Discount	RC000133		20.00	-55.00
More details on next page...				\$3,303.50	\$3,358.50	-\$55.00



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MANAGERS & CONSULTANTS

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Toowoomba Homemaker Centre
 2/12 Prescott Street, Toowoomba City Qld 4350

PASCOE QUATTRO CTS 36311

INSURANCE DETAILS

12 March 2026

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Strata Community Insurance	TBACTS36311	\$1,700,000	04/02/27
COMMON CONTENTS	Strata Community Insurance	TBACTS36311	\$17,000	04/02/27
FIDELITY GUARANTEE	Strata Community Insurance	TBACTS36311	\$100,000	04/02/27
LEGAL LIABILITY	Strata Community Insurance	TBACTS36311	\$10,000,000	04/02/27
LOSS OF RENT	Strata Community Insurance	TBACTS36311	\$255,000	04/02/27
LOT OWNER'S IMPROV.	Strata Community Insurance	TBACTS36311	\$300,000	04/02/27
OFFICE BEARER'S LIAB	Strata Community Insurance	TBACTS36311	\$500,000	04/02/27
AUDIT COSTS	Strata Community Insurance	TBACTS36311	\$25,000	04/02/27
VOLUNTARY WORKERS	Strata Community Insurance	TBACTS36311	Insured	04/02/27
APPEAL EXPENSES	Strata Community Insurance	TBACTS36311	\$100,000	04/02/27
TERRORISM	Strata Community Insurance	TBACTS36311	Insured	04/02/27
LEGAL DEFENCE	Strata Community Insurance	TBACTS36311	\$50,000	04/02/27

DEPT OF NATURAL RESOURCES AND MINES AUTOMATED TITLES SYSTEM ENE250
18/01/2013 11:55 DEALING SEARCH STATEMENT
Request No: 15407745

Dealing No: 710190660
Dealing Type: REQUEST FOR FIRST CMS
Status: REGISTERED CURRENT

Date Logged: 15/12/2006 15:03 Lodgement No: 2211345
Lodgement Date: 15/12/2006 14:52 Lodgement Receipt: TA-2-8899
Regn. Date: 20/12/2006 14:39 Fee Paid: 111.30

Client Code: 990
Lodger Name: IAN A ROSENBERGER
Lodger Address: PO BOX 100
DRAYTON NORTH
TOOWOOMBA
4350

Current Titles for this Dealing

50642477

Non Current Titles for this Dealing

18206012

**** End of Dealing Search Statement ****

COPYRIGHT THE STATE OF QUEENSLAND (DEPT OF NATURAL RESOURCES AND MINES) [2013]
Requested By: D APPLICATIONS CITEC CONFIRM

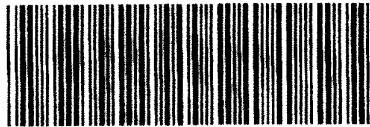
QUEENSLAND LAND REGISTRY

GENERAL REQUEST

Form 14 Version 3

Page 1 of 1

Land Title Act 1994, Land Act 1994 and Water Act 2000



710190660

Duty Imprint

\$111.30
15/12/2006 14:52

TA 460

purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR PASCOE QUATTRO
COMMUNITY TITLES SCHEME

Lodger (Name, address & phone number)

Ian A. Rosenberger, Solicitor
PO Box 100
DRAYTON NORTH Q 4350
Ph: 07 4636 2050 Fax: 07 4636 2650Lodger
Code

TA990

2. Lot on Plan Description

LOT 5 ON RP838418

County

AUBIGNY

Parish

DRAYTON

Title Reference

18206012

3. Registered Proprietor/State Lessee

JUDITH HEATHER WATTERS

4. Interest

NOT APPLICABLE

5. Applicant

JUDITH HEATHER WATTERS

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for PASCOE QUATTRO community titles scheme and that 22 Pascoe Lane, Harlaxton Q 4350 be recorded as address for service on the body corporate for the scheme.

7. Execution by applicant

Execution Date

11/19/06

Applicant's or Solicitor's Signature

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 1 ON SP196596	1	1
LOT 2 ON SP196596	1	1
LOT 3 ON SP196596	1	1
LOT 4 ON SP196596	1	1
TOTALS	4	4

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWSBy-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to this scheme.**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Statutory Easement Allocation Matrix

LOTS AFFECTED BY SERVICE EASEMENTS AND STATUTORY EASEMENTS

Lot on Plan	Easement	Service Location Diagram showing Service Easements
Common property of PASCOE QUATTRO	Power, water, stormwater	As per attached Sketch Plan marked "A"
Lot 1 on SP196596	Power, communications, stormwater, sewerage	As per attached Sketch Plan marked "A"
Lot 2 on SP196596		As per attached Sketch Plan marked "A"
Lot 3 on SP196596	Water, communications, power, sewerage	As per attached Sketch Plan marked "A"
Lot 4 on SP196596		As per attached Sketch Plan marked "A"

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

NOT APPLICABLE

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

36311

This statement incorporates and must include the following:

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

WITHIN THREE (3) MONTHS OF THE DATE OF
CONSENT BY THE BODY CORPORATE
Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

PASCOE QUATTRO

2. Regulation module

SMALL SCHEMES MODULE

3. Name of body corporate

BODY CORPORATE FOR PASCOE QUATTRO COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description
COMMON PROPERTY OF
PASCOE QUATTRO
COMMUNITY TITLES SCHEME
LOTS 1 TO 4 ON SP196596

County
AUBIGNY

Parish
DRAYTON

Title Reference
48206012

5. Name and address of original owner #

JUDITH HEATHER WATTERS
PO BOX 766
TOOWOOMBA Q 4350

6. Reference to plan lodged with this statement

SP196596

first community management statement only

7. Local Government community management statement notation

Donna d'Inopre signed
DM Thorky - Mayor P. Spencer - Chief Executive Officer name and designation
TOOWOOMBA CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

11/19/06

*Execution

.....
*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

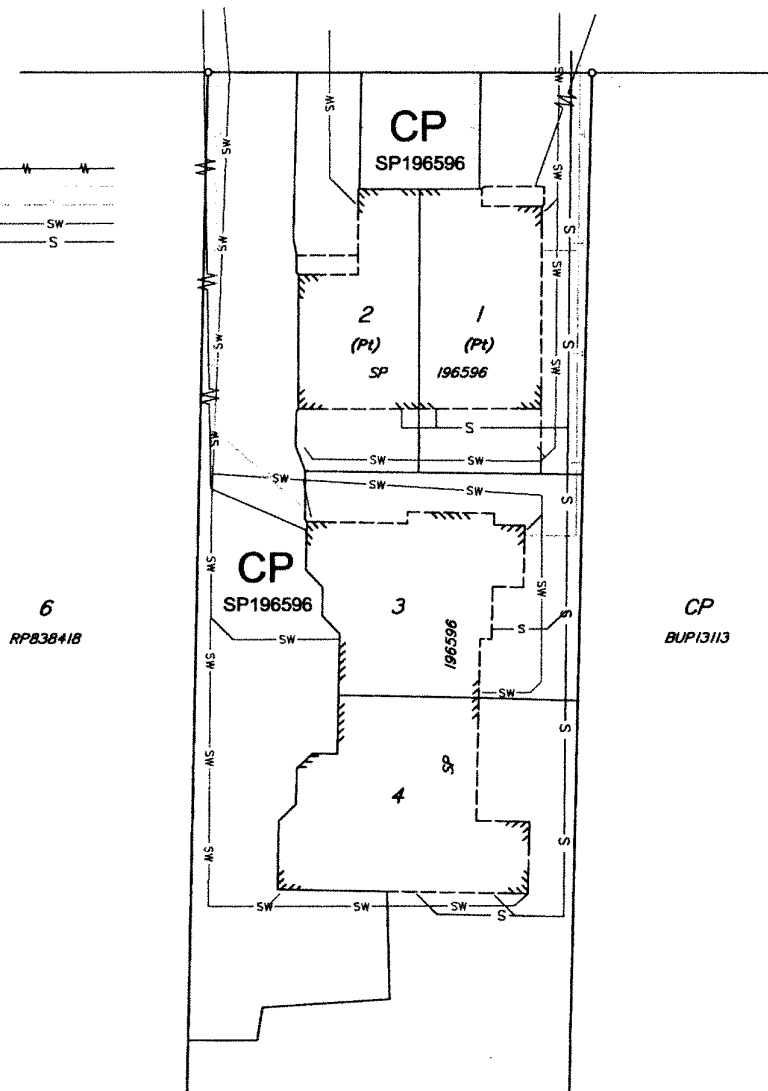
Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

LEVEL A

PASCOE LANE

ELECTRICITY ———
WATER ———
TELSTRA ———
STORMWATER — SW ———
SEWERAGE — S ———



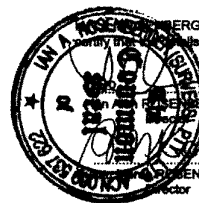
6
RP838418

CP
BUP13113

30
RP149252

NOTE :
SERVICES SHOWN POSITION VIDE INFORMATION SUPPLIED
BY BUILDER (TAYLOR & CO BUILDERS PTY LTD.)
SEWER AND DRAINAGE BY TOOWOOMBA CITY COUNCIL.

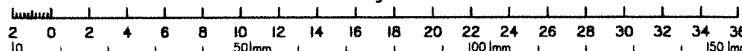
VERIFICATION ON THE UNDERGROUND SERVICES HAS NOT
BEEN CONFIRMED BY SURVEY.



IAN A. ROSENBERGER (SURVEYS) PTY. LTD. ACN 069 537 622
Verify that the services shown on this sketch plan are correct.

Date: 28/8/2006

Scale 1: 250 — Lengths are in Metres.



**IAN A. ROSENBERGER
(SURVEYS) PTY. LTD.**
A.C.N. 069 537 622

CADASTRAL & ENGINEERING SURVEYORS
PLANNERS & LAND DEVELOPMENT CONSULTANTS

P.O. BOX 100
DRAYTON NORTH, QLD.4350

TOOWOOMBA (07) 4636 2050
FAX (07) 4636 2650
surveys@rosenberger.com.au

**SERVICES LOCATION DIAGRAM
OVER COMMON PROPERTY IN PASCOE QUATTRO
COMMUNITY TITLES SCHEME NO.
(SP196596)**

PARISH: **DRAYTON** COUNTY: **Aubigny** LOCAL AUTHORITY: **TOOWOOMBA C.C.**

Meridian: SP196596

Date: 25/8/2006

Map Ref: 9242-11131

Scale: 1: 250

DRAWN - STANFELDS
S2424/05 11060799

IMPORTANT INFORMATION FOR BUYERS

You are strongly advised to read all the information provided to you by the seller and obtain independent professional legal advice before signing a contract.

The property to which this certificate relates, is part of a Community Titles Scheme regulated under the *Body Corporate and Community Management Act 1997*. Owning a lot (for example, a unit, apartment or townhouse) in a Community Titles Scheme comes with different rights and obligations to those associated with owning a property that is not part of a Community Titles Scheme. This statement contains important information about owning a lot in a Community Titles Scheme, as well as information specific to the lot you are considering buying.

You may rely on this certificate in a claim against the body corporate as conclusive evidence of matters stated in the certificate (other than to the extent to which the certificate contains an error that is reasonably apparent).

MEMBERSHIP OF BODY CORPORATE

Upon becoming the owner of a lot in a Community Titles Scheme, you will:

- Automatically become a member of the body corporate for the scheme and can take part in the management of the scheme;
- Have to pay contributions towards the body corporates expenses in managing the scheme;
- Have to comply with the body corporate by-laws.
- You must notify the body corporate via a Form 8 that you have become the owner of a lot in the scheme within 1 month.

WARNINGS

- This statement does not include information about –
 - Flooding history
 - Structural soundness of the building or pest infestation
 - Current or historical use of the property
 - Current or historical use of the property
 - Current or past building approvals for the property
 - Limits imposed by planning laws on the use of the land
 - Services that are or may be connected to the property
- You are encouraged to make your own enquiries about these matters prior to signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.
- No warranty is given that the use of the land is legal. Further information about land use, transport, sewerage and drainage infrastructure, vegetation and flooding may be available from local government.
- If the property is part of a Community Title Scheme, it may be subject to had have the benefit of statutory easements under the *Land Titles Act 1994*, which are not required to be disclosed.

SELLER STATEMENTS

Under the Body Corporate and Community Management Act 1997, certain warranties about some aspects of the Community Titles Scheme are implied in a contract for the sale of a lot. If you discover a breach of a warranty before settlement, you may have a right to terminate the contract. The warranties are:

- At the date of the contract there are no latent or patent defects in the common property or the body corporate assets (other than defects arising through fair wear and tear or disclosed in the contract) known to the seller or disclosed in the body corporate records;
- At the date of the contract, there are no actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses (other than disclosure in the contract) known to the seller or disclosed in the body corporate records;

- At completion of the contract, there are no circumstances known to the seller in relation to the affairs of the body corporate likely to materially prejudice the buyer;
- To the seller's knowledge, there are no other unregistered or statutory easements, covenants or encumbrances affecting the property that will not be released at settlement other than those disclosed with this statement;
- The seller states that written notice is not required under the *Environmental Protection Act 1994*, section 347, 362 or 408, unless notice is given with this statement;
- The seller states that there are no tree orders or applications under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property unless notice is given with this statement;
- The seller states that no building work has been carried out by an unlicensed person in the last six years unless a notice under the *Queensland Building and Construction Commission Act 1991*, section 47 is given with this statement;
- No warranties are given about the structural soundness of the building/s or improvements on the property. It is recommended that a buyer engage a licensed building inspector to inspect the building and provide a report;
- If the property is a commercial office building of more than 1000m² a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register;
- To the seller's knowledge, there are no current orders, notices or transport infrastructure proposals affecting the land issued by a State or local government or other relevant authority that may affect the title to or use of the land after settlement, except as disclosed in this statement.

SHORT TERM LETTING IN COMMUNITY TITLES SCHEMES

The lawful use of a lot, including whether a lot can be used for short-term letting, is determined by the relevant local government under the applicable planning laws, instruments and documents. You may wish to seek advice from the relevant local government authority or your solicitor about the permitted lawful use of the lot, including whether the permitted lawful use may subsequently change.

It is possible that lots in the Community Titles Scheme are currently being used (or will in future be used) lawfully or unlawfully for short-term or transient accommodation (for example, by being advertised on AirBNB).

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

OBTAINING FURTHER INFORMATION

You are strongly advised to conduct a search of the body corporate records for the Community Titles Scheme which the property you are buying is part of. A search of the body corporate records, including financial records and statements; minutes of body corporate general meetings and committee meetings; and correspondence sent and received by the body corporate, can provide important information about the scheme that is not included in this certificate, such as:

- Disputes relating to the Community Titles Scheme;
- The need for major body corporate expenditure in the future;
- Any legal action the body corporate may be involved in;
- Orders made against the body corporate, or in relation to the scheme, by a judicial or administrative authority.

To search the body corporate records, contact the person responsible for keeping the body corporate records.