# Seller disclosure statement

Queensland Government

*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: Brett Trevor Smith

Property address (referred to as the "property" in this statement):
1/17A Horrocks Crescent
Kearneys Spring QLD 4350

Lot on plan description: Lot 1 Plan SP157014
Title reference 50488932

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:

☑ **Yes** — *If **Yes**, refer to Part 6 of this statement for additional information*

☐ **No** — *If **No**, please disregard Part 6 of this statement as it does not need to be completed*

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

| | | |
|---|---|---|
| **Title details** | **The seller gives or has given the buyer the following—** | |
| | A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property. | ☑ **Yes** |
| | A copy of the plan of survey registered for the property. | ☑ **Yes** |

| | |
|---|---|
| **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.<br>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 to affect the property after **settlement**. ☑ **Yes** ☐ **No**<br>**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)**<br>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:<br>» the start and end day of the term of the lease: 03/01/2026 to 04/01/2027<br>» the amount of rent and bond payable: Rent: $510.00 Bond: $2,040.00<br>» whether the lease has an option to renew: No |
| | **Other unregistered agreement in writing (if applicable)**<br>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)**<br>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows: |
| **Statutory encumbrances** | There are statutory encumbrances that affect the property. ☑ **Yes** ☐ **No**<br>*If **Yes**, the details of any statutory encumbrances are as follows:*<br>Low Voltage Cable & Pillar (Ergon), Cable (NBN & Telstra), Sewer Gravity Main (Toowoomba Regional Council). Any applicable statutory right to access the lot to repair or maintain infrastructure. See attached plans. |
| **Residential tenancy or rooming accommodation agreement** | The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☑ **Yes** ☐ **No**<br>If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? *(Insert date of the most recent rent increase for the premises or rooms)* 03/01/2026<br>**Note**—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.<br>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 *(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)*:<br>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 |
| | *If **Yes**, a copy of the notice, order, proposal or correspondence must be given by the seller* | | |

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

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

# Part 4 - Buildings and structures

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

| | | | |
|---|---|---|---|
| **Swimming pool** | There is a relevant pool for the property. | ☐ **Yes** | ☑ **No** |
| | If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. | ☐ **Yes** | ☑ **No** |
| | Pool compliance certificate is given. | ☐ **Yes** | ☐ **No** |
| | OR | | |
| | Notice of no pool safety certificate is given. | ☐ **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. | ☐ **Yes** | ☑ **No** |
| | *A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.* | | |

| | | | |
|---|---|---|---|
| **Notices and orders** | There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168. | ☐ **Yes** | ☑ **No** |
| | The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. | ☐ **Yes** | ☑ **No** |
| | *If **Yes**, a copy of the notice or order must be given by the seller.* | | |

| | |
|---|---|
| **Building Energy Efficiency Certificate** | If the property is a commercial office building of more than 1,000m2, 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:<br>Amount: $1,341.01 Date Range: 01/01/2026 to 30/06/2026<br>OR<br>The property is currently a rates exempt lot.** ☐<br>OR<br>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:<br>Amount: $397.27 Date Range: 01/01/2026 to 30/06/2026<br>OR<br>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:<br>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.**<br>***(If Yes, complete the information below)*** | ☑ Yes | ☐ No |
| **Community Management Statement** | A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer.<br>**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. | ☑ Yes | |
| **Body Corporate Certificate** | A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer.<br>*If No*— An explanatory statement is given to the buyer that states:<br>» a copy of a body corporate certificate for the lot is not attached; and<br>» the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot. | ☐ Yes<br>☑ Yes | ☑ No |
| **Statutory Warranties** | **Statutory Warranties**—If you enter into a contract, you will have implied warranties under the *Body Corporate and Community Management Act 1997* relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract. | | |

| | | | |
|---|---|---|---|
| **Building Units and Group Titles Act 1980** | **The property is included in a BUGTA scheme**<br>***(If Yes, complete the information below)*** | ☐ Yes | ☑ No |
| **Body Corporate Certificate** | A copy of a body corporate certificate for the lot under the Building *Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer.<br>*If No*— An explanatory statement is given to the buyer that states:<br>» a copy of a body corporate certificate for the lot is not attached; and<br>» the reasons under section 7 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.<br>**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. | ☐ Yes<br>☐ Yes | ☐ No |

## Signatures - SELLER

Signed by:
B Smith
86616950EF1B421...

| | |
|---|---|
| Signature of seller | Signature of seller |
| Brett Trevor Smith | |
| Name of seller | Name of seller |
| 15/5/2026 | |
| 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:** | **50488932** |
| **Date Title Created:** | 08/04/2004 |
| **Previous Title:** | 50409798 |
| **Search Date:** | 13/05/2026 15:26 |
| **Request No:** | 56120142 |

## ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 157014
Local Government: TOOWOOMBA

COMMUNITY MANAGEMENT STATEMENT 32357

## REGISTERED OWNER

Dealing No: 714058627 13/09/2011

BRETT TREVOR SMITH

## EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 19503096 (SUBN ALLOT 71)

2. MORTGAGE No 714058628 13/09/2011 at 11:00
   NATIONAL AUSTRALIA BANK LIMITED A.B.N. 12 004 044 937

## ADMINISTRATIVE ADVICES

NIL

## UNREGISTERED DEALINGS

NIL

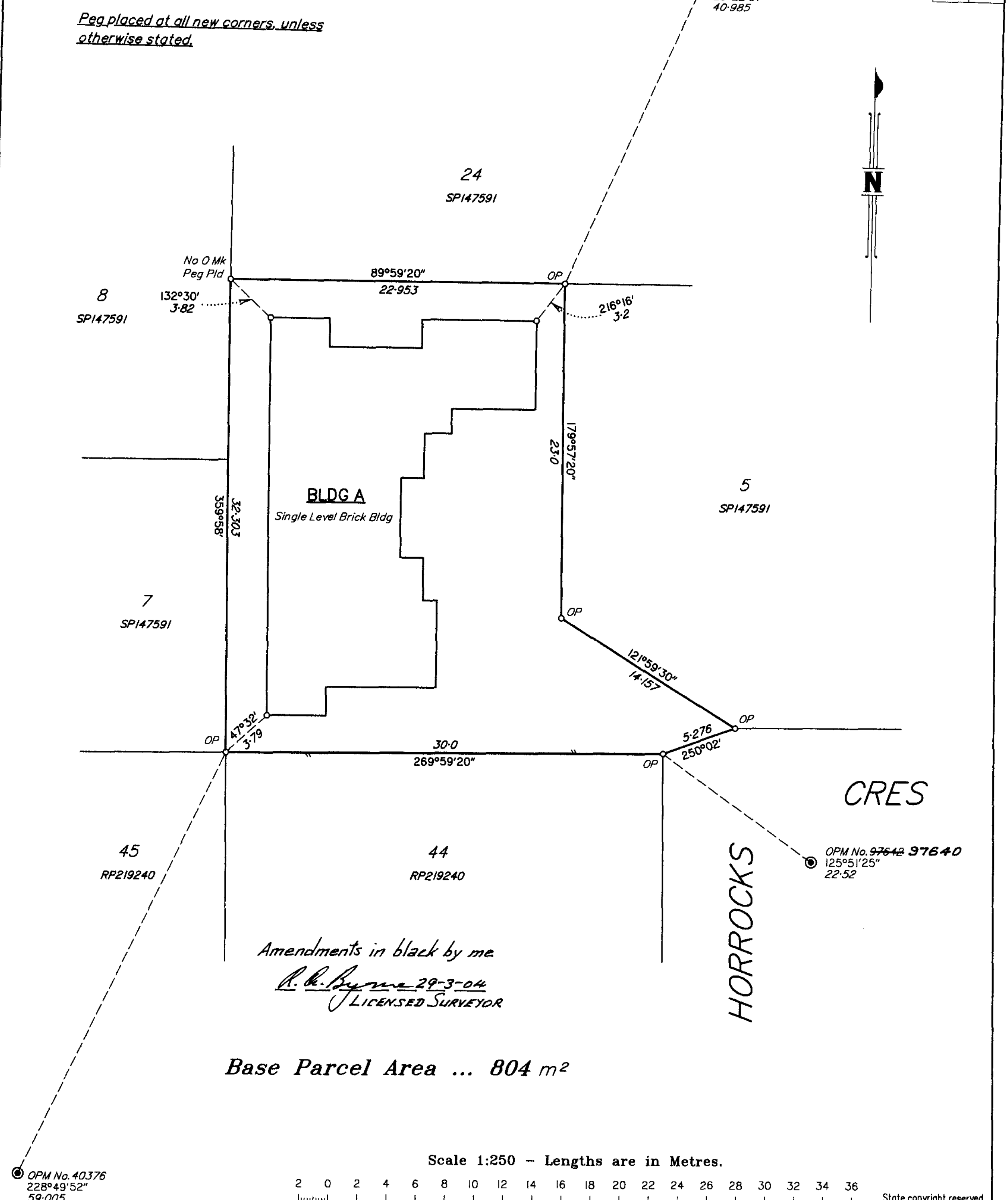
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Land Title Act 1994; Land Act 1994
Form 21 Version 2

SURVEY PLAN

Sheet 1 of 2






I, Robert Andrew BYRNE hereby certify that I have surveyed the land comprised in this plan by Gregory Thomas COOPER, Surveying Graduate for whose work I accept responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 16/5/2003.

Date 28-5-03 ............ R. A. Byrne Licensed Surveyor

# Plan of Lots 1 & 2 & Common Property

Cancelling Lot 6 on SP147591

PARISH: **DRAYTON** COUNTY: **Aubigny**

Meridian: SP147591 F/N's: No

Scale: 1:250

Format: BUILDING

SP157014

Plan Status:

707565722

TA 400

$334.75
17/03/2004 08:28

**WARNING : Folded or Mutilated Plans will not be accepted.**
**Plans may be rolled.**
**Information may not be placed in the outer margins.**

Registered

5. Lodged by
ANDREW FREDERICK O'NEIL
14 WARREN CRES.
TOOWOOMBA 4350
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We ANDREW FREDRICK O'NEIL

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees

* Rule out whichever is inapplicable

6.

| Existing | | | Created | | |
|---|---|---|---|---|---|
| Title Reference | Lot | Plan | Lots | Emts | Road |
| 50409798 | 6 | SP147591 | 1, 2 & Common Property | — | — |

MORTGAGE ALLOCATIONS

| Mortgage | Lots Fully Encumbered | Lots Partially Encumbered |
|---|---|---|
| 706286333 | 1 & 2 | |

2. Local Government Approval.
* Toowoomba City Council
hereby approves this plan in accordance with the :
% Integrated Planning Act 1997.

Dated this 8th day of March 2004

\# Mayor

\# Authorised Signatory

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or
\# Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

DEVELOPMENT APPROVAL 8-1-03

| SUBN ALLOT 71 | & Common Property 1,2 |
|---|---|
| Orig | Lots |

7. Portion Allocation :

8. Map Reference :
9242–11243

9. Locality :
KEARNEY SPRING

10. Local Government :
TOOWOOMBA C.C.

11. Passed & Endorsed :
By : R.A.BYRNE
Date : 28-5-03
Signed :
Designation : Licensed Surveyor

12. Building Format Plans only.
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining * lots and road~~

Licensed Surveyor/~~Director~~ * 28-5-03 Date
*delete words not required

13. Lodgement Fees :

| | |
|---|---|
| Survey Deposit | $ |
| Lodgement | $ |
| ......New Titles | $ |
| Photocopy | $ |
| Postage | $ |
| TOTAL | $ |

3. Plans with Community Management Statement :
CMS Number : 32357
Name : "HORROCKS MEWS – Toowoomba"

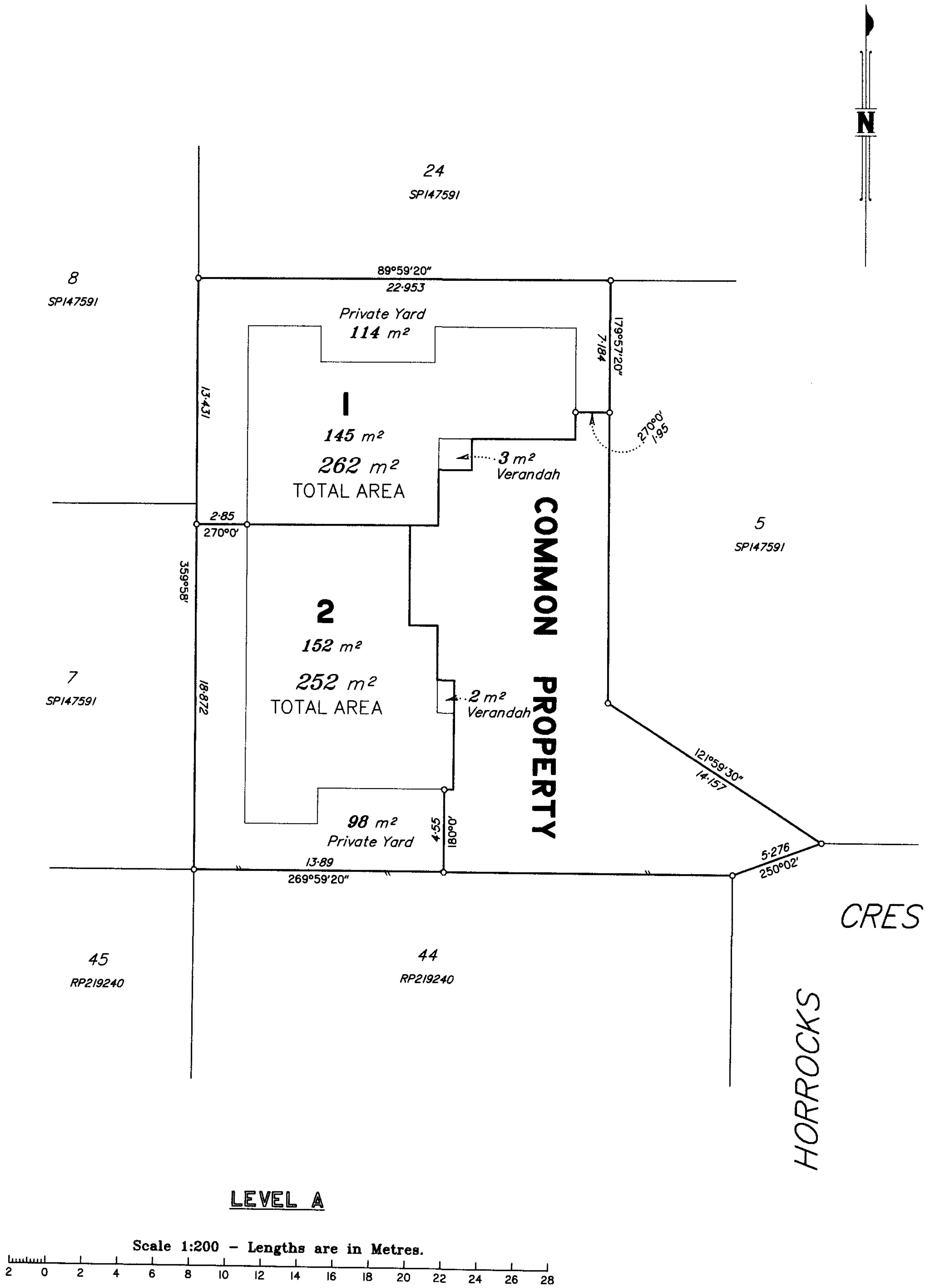
4. References :
Dept File :
Local Govt : P.1704323
Surveyor : 0323

14. Insert Plan Number **SP157014**

Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

SURVEY PLAN






SP157014

For Emergency Situations
Please Call 13 16 70


ERGON ENERGY NETWORK

**BYDA**

Sequence: 272703395
Date: 11/05/2026

Scale: 1:1025
Tile 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

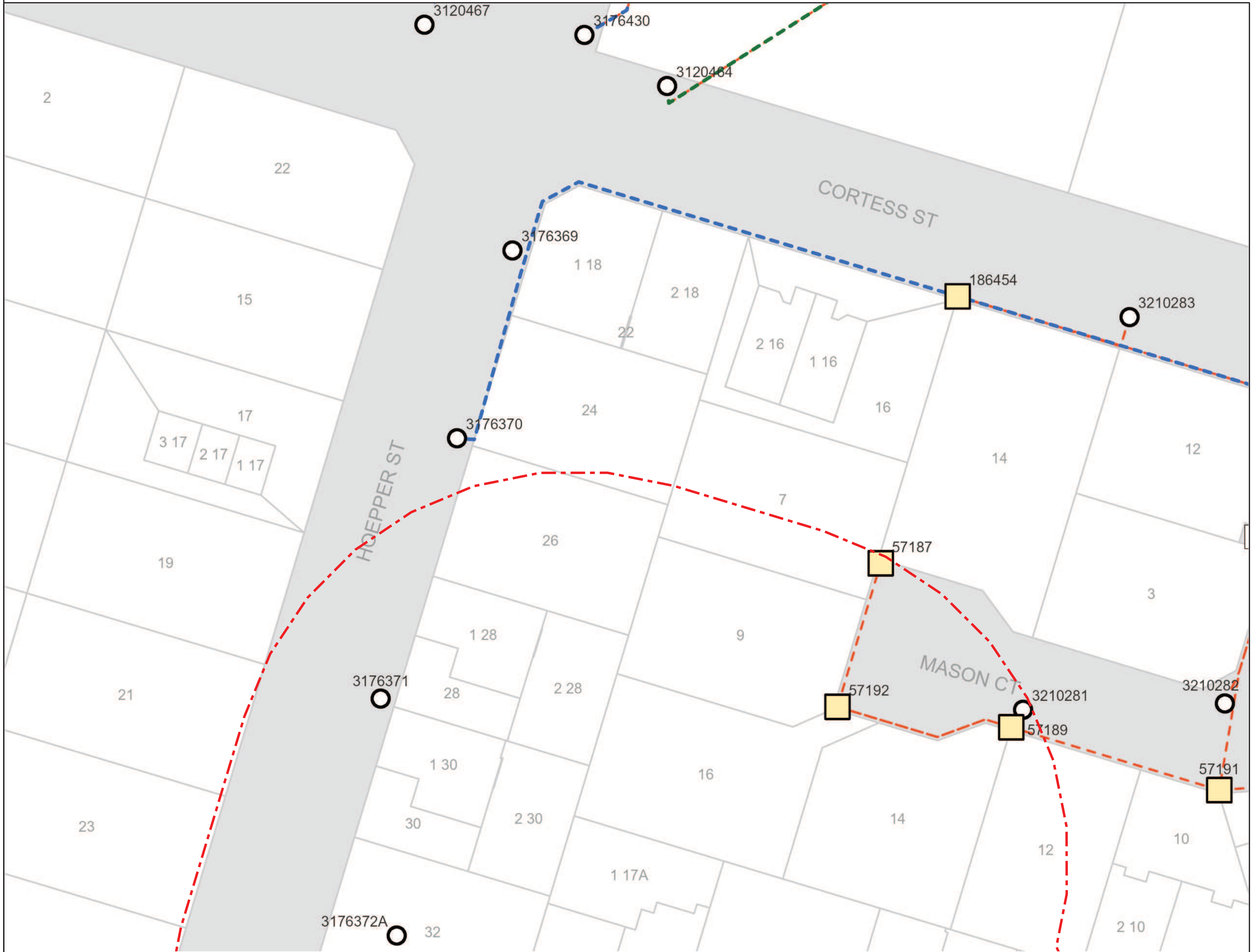
AS5488 Category "D" Plan

N
W E
S

All u
on tl

Docusign Envelope ID: 9A248370-1F89-4AEA-97FD-36031924985E

For Emergency Situations
Please Call 13 16 70




ERGON ENERGY NETWORK

**BYDA**

Sequence: 272703395
Date: 11/05/2026

Scale: 1:500
Tile No: **1**

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

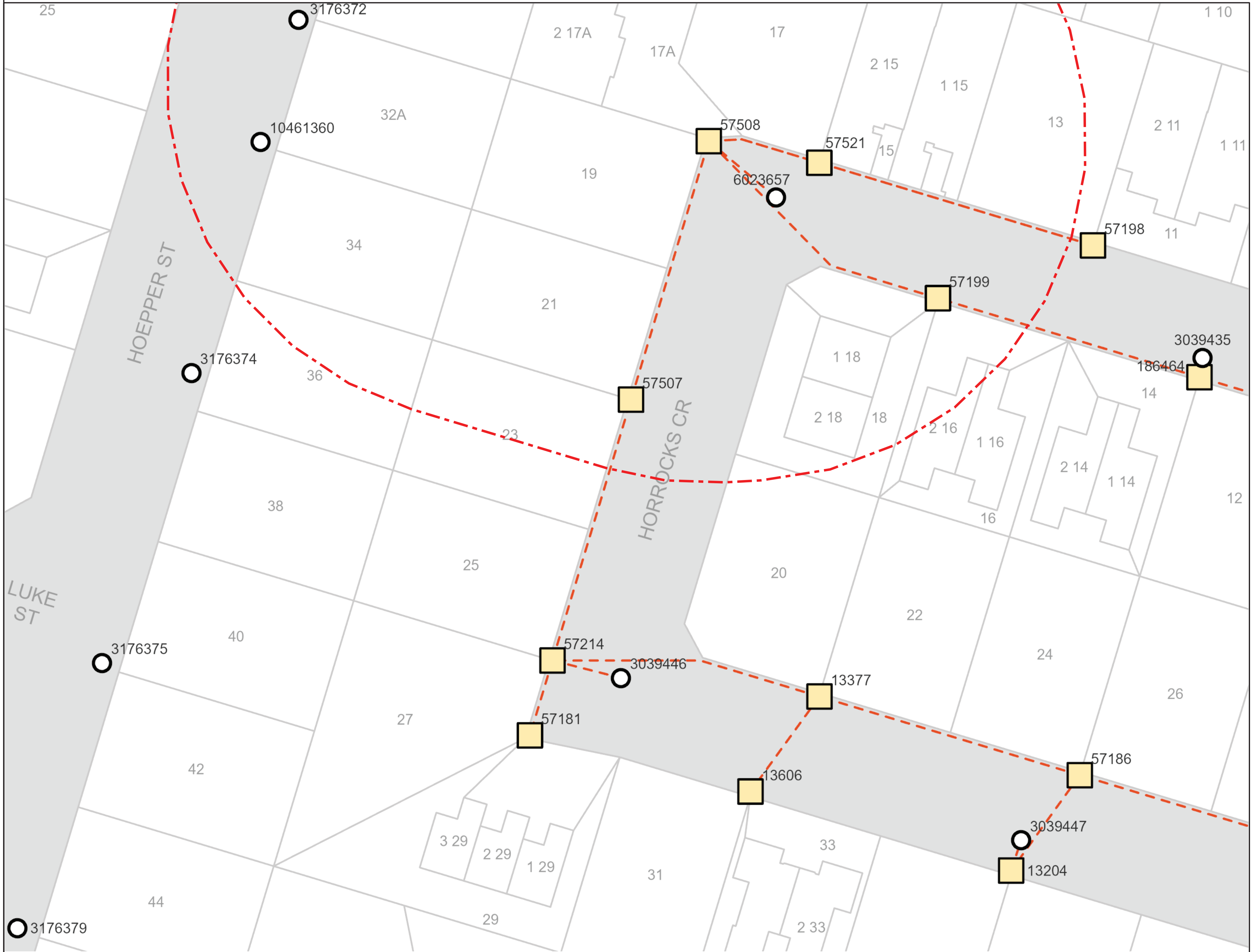
N
W E
S

**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

This output provides details of the ERGON ENERGY NETWORK electrical network. As variations may exist no responsibility is incurred by ERGON ENERGY NETWORK for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

Plans generated 11/05/2026 by Pelicancorp TicketAccess Software | www.pelicancorp.com

For Emergency Situations
Please Call 13 16 70




NETWORK

**BYDA**

Sequence: 272703395
Date: 11/05/2026

Scale: 1:500
Tile No: **2**

LEGEND

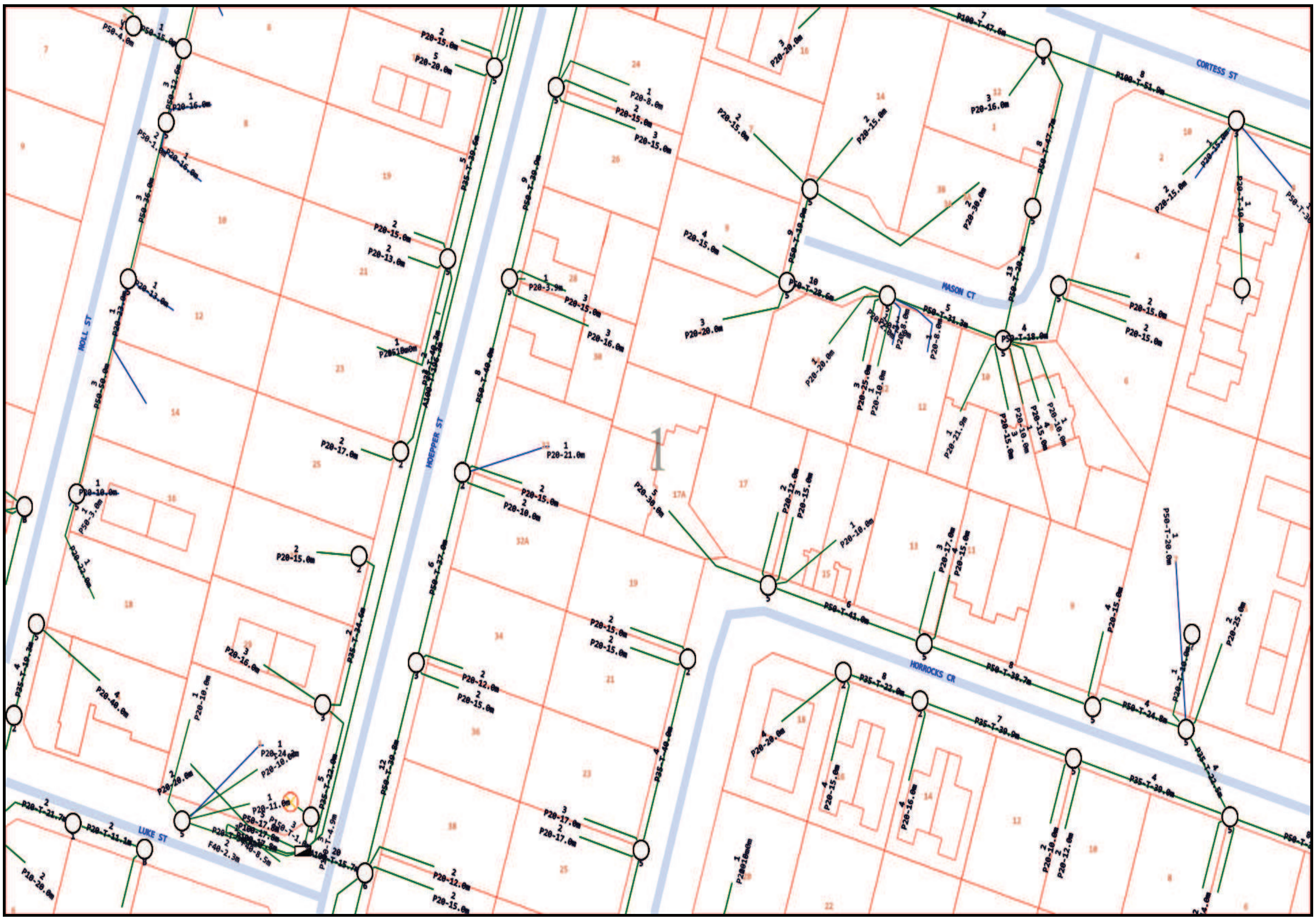
- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV – <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan

N
W E
S

# LEGEND

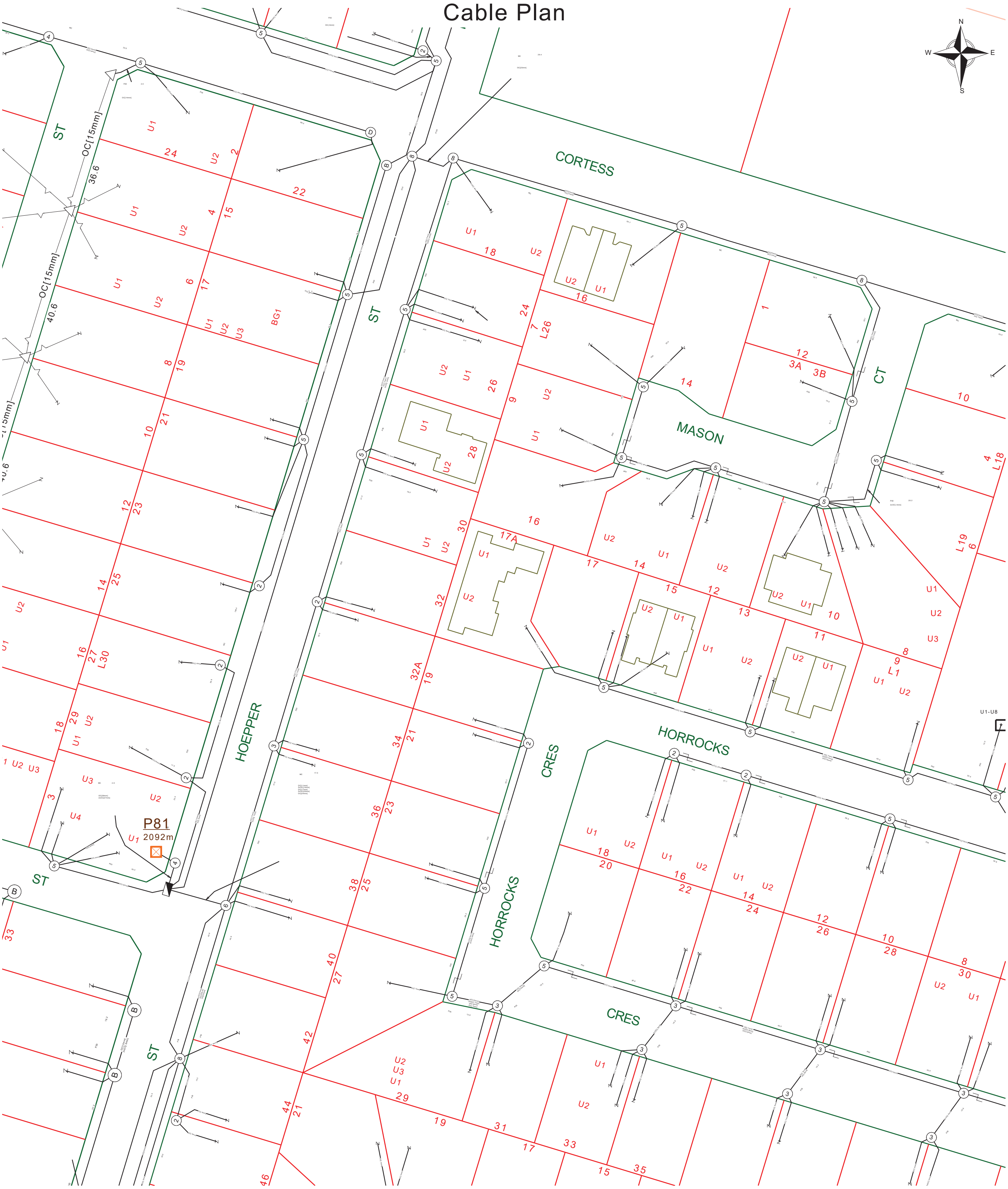
| | |
|---|---|
| | Parcel and the location |
| 5 | Pit with size "5" |
| 2E | Power Pit with size "2E".<br>Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null. |
| | Manhole |
| | Pillar |
| 2<br>PO – T- 25.0m<br>P40 – 20.0m<br>5 9 | Cable count of trench is 2.<br>One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.<br>One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart. |
| 2<br>10.0m<br>5 9 | 2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart. |
| 5 9 | Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables. |
| 5 9 | Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables. |
| 5 9 | Trench containing any INSERVICE/CONSTRUCTED (Power) cables. |
| BROADWAY ST | Road and the street name "Broadway ST" |
| Scale | 0 20 40 60 Meters<br>1:2000<br>1 cm equals 20 m |




## Emergency Contacts

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-
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 12/05/2026 17:15:39

Sequence Number: 272703397

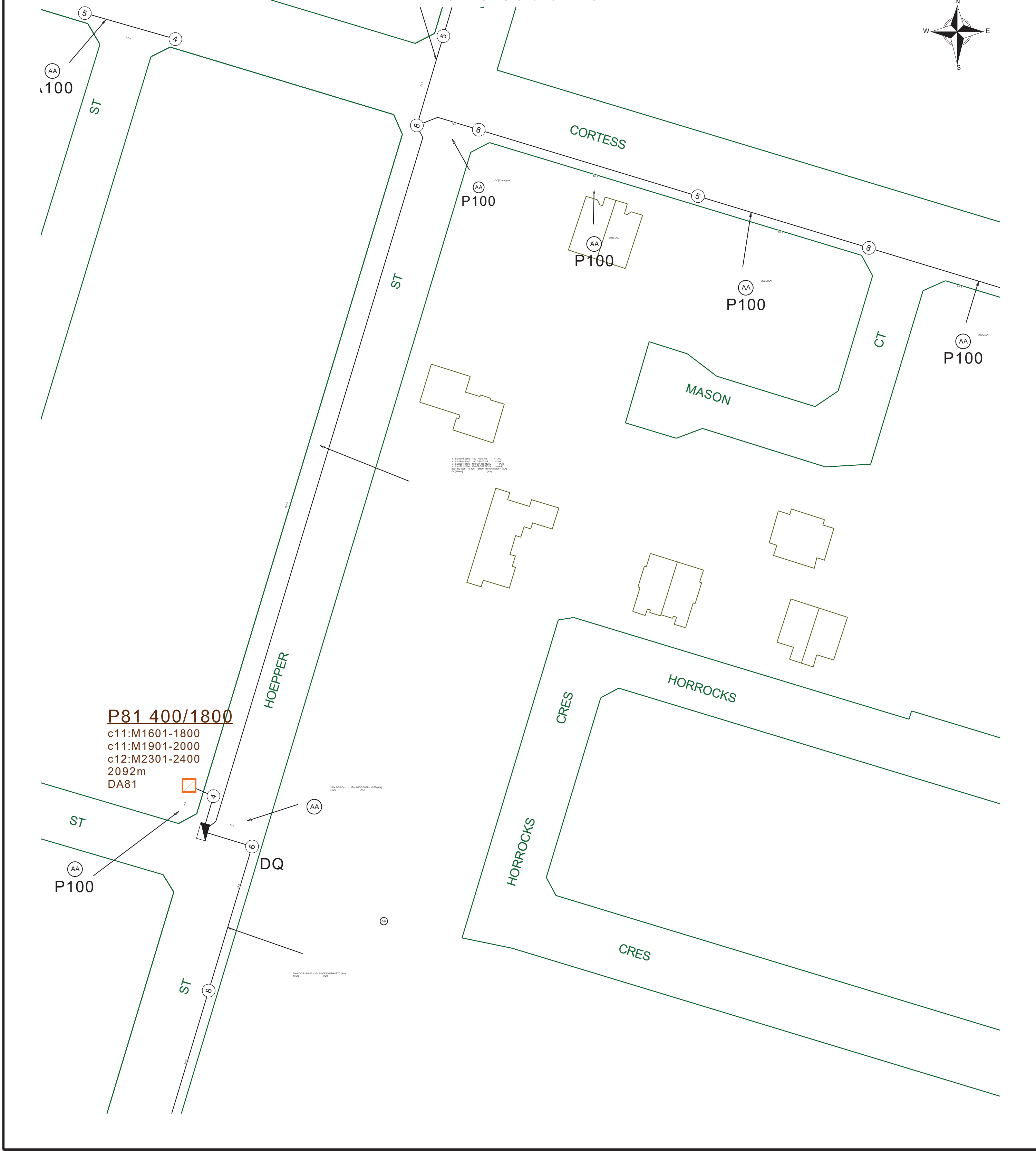
CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

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.
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.

# Mains Cable Plan




| | | |
|---|---|---|
| | Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-<br>Ph - 13 22 03<br>Email - Telstra.Plans@team.telstra.com<br>Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries | Sequence Number: 272703397 |
| | TELSTRA LIMITED A.C.N. 086 174 781 | CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance. |
| | Generated On 12/05/2026 17:15:41 | |

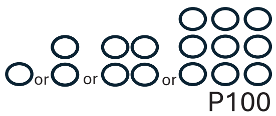
The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

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.
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.

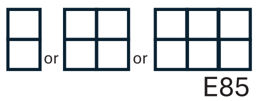
# LEGEND

| | |
|---|---|
| | **Leadin terminates at a Customer Address** |
| | **Exchange** Major Cable Present |
| | Pillar / Cabinet Above ground Free Standing |
| | Above ground Complex Equipment Please note: Powered by 240v electricity |
| OC | Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned |
| DIST | Distribution cables in Main Cable Ducts |
| MC | Main Cable ducts on a Distribution Plan |
| | Blocked or Damaged Duct |
| | Footway Access Chamber (can vary between 1-lid to 12-lid |
| | NBN Pillar |
| | Third Party Owned Network Non-Telstra |
| 6 D | Cable Jointing Pit Number / Letter indicating Pit type/size |
| EJ | Elevated Joint (above ground joint on buried cable) |
| | Telstra Plant in shared Utility trench |
| | Aerial cable / or cable on wall |
| | Aerial cable (attached to joint use Pole e.g., Power Pole) |
| M | Marker Post Installed |
| T or TR | Buried Transponder |
| MT | Marker Post & Transponder |
| SMOF | Optical Fibre Cable Direct Buried |
| | Direct Buried Cable |
| | nbn owned network |




Single to Multiple Round Conduit Configurations 1,2,4,9 respectively

(attached text denotes conduit type and size)



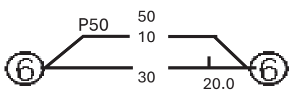

Multiple Square Conduit configurations 2,4,6 respectively

(attached text denotes conduit type and size)

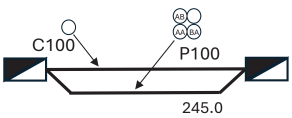
**Some examples of conduit type and size:**

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

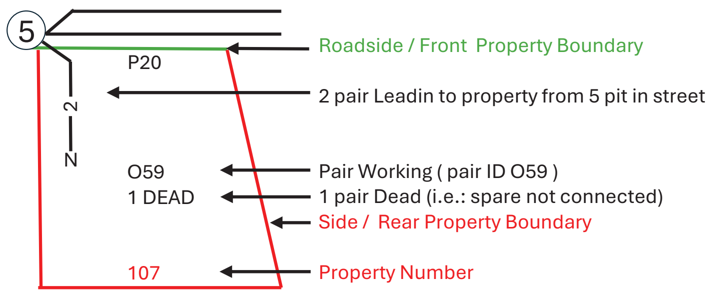
Some Examples of how to read Telstra Plans




One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6 pits. approximately 20.0m apart, with a direct buried 30-pair cable along the same route.




Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along the same route.




# 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.

TOOWOOMBA REGION Rich traditions. Bold ambitions.

**Job # 53118737**
**Seq # 272703392**
Provided by Toowoomba Regional Council

BEFORE YOU DIG www.byda.com.au


**Legend**

- BYDA Enquiry Area
- Water Hydrant
- Reticulation Main
- Water Service
- Sewer Gravity Main
- Sewer Manhole
- Sewer Service
- Street Tree

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.



Refer to the attached Disclaimer for more information.

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

**11/05/26 (valid for 30 days)**

0 10 20 40 m

N

Scale 1:1,000

Request No: 56120332

Scheme Name: HORROCKS MEWS- TOOWOOMBA COMMUNITY TITLES SCHEME 32357

Body Corp. Addr: 17A HORROCKS CRESCENT
TOOWOOMBA QLD
4350

COMMUNITY MANAGEMENT STATEMENT No: 32357

| Title | Lot | Plan |
|---|---|---|
| 50488931 | CP | SP 157014 |
| 50488932 | 1 | SP 157014 |
| 50488933 | 2 | SP 157014 |

COMMUNITY MANAGEMENT STATEMENT Dealing No: 707565717

** End of CMS Search Statement **


Requested By: D-ENQ INFOTRACK PTY LIMITED

5.

**FORM 14** Version 2

Land Title Act 1994 and Land Act 1994

QUEENSLAND LAND REGISTRY

# GENERAL REQUEST

707565717

$102.50

17/03/2004 08:25

TA 460

Stamp Duty Imprint

1 **Nature of Request**

Request to Record First Community Management Statement for Horrocks Mews – Toowoomba CMS

**Lodger** Name, address & phone number **Lodger Code**

Andrew Frederick O'Neil
~~4st Floor, 173 Hume Street~~ 14 WARREN ST
TOOWOOMBA QLD 4350
Phone: 07 4632 9077

| 2. Description of Lot | County | Parish | Title Reference |
|---|---|---|---|
| Lot 6 on SP 147591 | Aubigny | Drayton | 50409798 |

3. **Registered Proprietor / Crown Lessee**

Andrew Fredrick O'Neil

4. **Interest**

Fee Simple

5. **Applicant**

Andrew Fredrick O'Neil

6. **Request**

We hereby request: That the First CMS deposited herewith be recorded as the Community Management Statement for Horrocks Mews – Toowoomba Community Titles Scheme and that c/- 17A Horrocks Cres, TOOWOOMBA QLD 4350 be recorded as the address for service of the body corporate for the scheme.

7. **Execution by Applicant**

**Execution Date**

27/08/03

**Applicant's or Solicitor's Signature**

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

CMS Version 1
Body Corporate and Community Management Act 1997

# FIRST COMMUNITY MANAGEMENT STATEMENT



32357

**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*

*Office use only*

*CMS LABEL NUMBER*

**1. Name of community titles scheme**

Horrocks Mews – Toowoomba Community Titles Scheme

**2. Regulation module**

Standard Module

**3. Name of body corporate**

Body Corporate for Horrocks Mews – Toowoomba Community Titles Scheme

**4. Scheme land**

| Description of Lot | County | Parish | Title Reference |
|---|---|---|---|
| Common Property of Horrocks Mews – Toowoomba CTS | Aubigny | Drayton | |
| Lots 1 to 2 on SP 157014 | Aubigny | Drayton | |

**5. Name and address of original owner #**

Andrew Fredrick O'Neil
1st Floor, 173 Hume Street
TOOWOOMBA QLD 4350

**# first community management statement only**

**6. Reference to plan lodged with this statement**

Survey Plan 157014

**7. Local Government community management statement notation**

| | | |
|---|---|---|
| [signature] | [signature] | signed |
| DM Thorley Mayor | [illegible] Wright Director, Corporate Services | name and designation |
| Toowoomba City Council | | name of Local Government |

**8. Execution by original owner/Consent of body corporate**

**Execution Date**

29/08/03

*** Execution**

[signature]

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

Title Reference

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

| Lot on Plan | Contribution | Interest |
|---|---|---|
| Lot 1 on SP 157014 | 1 | 1 |
| Lot 2 on SP 157014 | 1 | 1 |
| TOTALS | 2 | 2 |

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

No further development intended.

Section 66 (1) (f) & (g) of the Body Corporate and Community Management Act 1997 is not applicable

**SCHEDULE C BY-LAWS**

**1 Noise**

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

**2 Vehicles**

**(1)** The occupier of a lot must not -

(a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or

(b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any part of the common property; or

(c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

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

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

**(4)** In this section –

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

**3 Obstruction**

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

**4 Damage to lawns etc.**

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

(a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use a part of the common property as a garden.

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

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

**5 Damage to common property**

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

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

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

**6 Behaviour of invitees**

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

**7 Leaving of rubbish etc. on the common property**

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

**8 Appearance of lot**

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

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

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

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

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

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

**9 Storage of flammable liquids etc.**

(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in -

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10 Garbage Disposal**

(1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

(2) The occupier of a lot must -

Title Reference

(a) comply with all local government local laws about disposal of garbage; and

(b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11 Keeping of animals**

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

(a) bring or keep an animal on the lot or the common property; or

(b) permit an invitee to bring or keep an animal on the lot or the common property.

**(2)** The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

**SCHEDULE D — OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Nil

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

Nil

REIQ

# Explanatory Statement

From:

Seller:

NAME: Brett Trevor Smith ABN:

ADDRESS: 9 Kookaburra Court

SUBURB: Meringandan West STATE: QLD POSTCODE: 4350

PHONE: MOBILE: EMAIL:

LOT: 1 SCHEME: Horrocks Mews - Toowoomba CTS 32357

Body Corporate:

NAME: Horrocks Mews - Toowoomba CTS 32357

ADDRESS: 17A Horrocks Crescent

SUBURB: Kearneys Spring STATE: QLD POSTCODE: 4350

A copy of the Body Corporate Certificate for the Lot **is not** given with the Form 2 Seller Disclosure Statement for the Lot.

The seller **has not** been able to obtain a copy of the Body Corporate Certificate for the Lot for the following reason under section 6 of the *Property Law Regulation 2024*:

☐ The body corporate does not have records that could be used to prepare a body corporate certificate, including, for example, because the records are missing, destroyed or in disarray.

**OR**

☑ All of the following apply:

(1) Any of the following regulation modules apply to the scheme:

- The Body Corporate and Community Management (Accommodation Module) Regulation 2020
- The Body Corporate and Community Management (Commercial Module) Regulation 2020
- The Body Corporate and Community Management (Small Schemes Module) Regulation 2020
- The Body Corporate and Community Management (Standard Module) Regulation 2020

(2) The original owner control period for the scheme has ended.

(3) The first annual general meeting of the body corporate for the scheme has been held.

(4) No committee for the body corporate for the scheme has been chosen.

(5) For a scheme other than a commercial module scheme—no body corporate manager has been engaged under chapter 3, part 5 of the regulation module applying to the scheme to carry out the functions of the committee for the body corporate for the scheme.

Signed: Signed by: B Smith 86616950EF1B421... Date: 15/5/2026

Name: Brett Trevor Smith

000044035993

hutch
UNDERWRITING

# Residential Strata Policy Certificate of Currency

## The Insured

| | | |
|---|---|---|
| Policy Number | | HRS11154531 |
| PDS and Policy Wording | | Hutch Residential Strata version HRS8 |
| The Insured | | Body Corporate for Community Title Scheme 32357 |
| Situation | | Horrocks Mews, 17a Horrocks Crescent, Kearneys Spring QLD 4350 |
| Period of Insurance: | Commencement Date | 4.00pm on 05/04/2026 |
| | Expiry Date | 4.00pm on 05/04/2027 |
| Date of Issue | | 20/03/2026 |

## Policy Limits / Sums Insured

| | | |
|---|---|---|
| Section 1 | Buildings | $916,038 |
| | Common Area Contents | $9,160 |
| | Temporary Accommodation & Loss of Rent | $137,406 |
| | Flood | Selected |
| | Additional Catastrophe Cover | $137,406 |
| | Unit Owners' Fixtures and Improvements | $91,604 |
| Section 2 | Property Owner's Legal Liability | $20,000,000 |
| Section 3 | Voluntary Workers Personal Accident | $200,000 /$2,000 weekly |
| Section 4 | Fidelity Guarantee | $100,000 |
| Section 5 | Office Bearers Liability | $100,000 |
| Section 6 | Machinery Breakdown | Section not taken |
| Section 7 | Part A: Government Audit Expenses | $25,000 |
| | Part B: Health & Safety Legal Expenses | $100,000 |
| | Part C: Legal Expenses | $50,000 |
| Section 8 | Cyber | $10,000 |

| | |
|---|---|
| Insurer | Certain Underwriters at Lloyds led by Arch Managing Agency Limited, Syndicate 2012. |
| Insurer Participation | 100% |
| Agreement Numbers (UMR) | B200800000STR2025 |

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L6, 7-15 Macquarie Place, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L6, 7-15 Macquarie Place, Sydney NSW 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Resilium Insurance Broking

Cornerstone RISK GROUP

Strata No 32357
C/ - Brett Smith
9 Kookaburra Court
MERINGANDAN WEST QLD 4352

**Authorised Representative**
PMA General Pty Ltd
**T/A:** Trilogy Insurance Solutions
**P:** 07 4613 6200
**E:** info@cornerstonerisk.com.au
**W:** www.cornerstonerisk.com.au
**A:** GPO Box 1677
Brisbane QLD 4001

# Tax Invoice | Renewal

This document will be a tax invoice for GST when payment is made in full

| | |
|---|---|
| **Invoice Date:** | **20/03/2026** |
| **Invoice No:** | **11113288** |
| **Insured Name:** | **Body Corporate for Community Title Scheme 32357** |

| | |
|---|---|
| **Total Amount Due:** | **$2,195.00** |
| **Payment Due:** | **05/04/2026** |

| | |
|---|---|
| **Policy Type:** | **Residential Strata** |
| **Policy No:** | **HRS11154531** |
| **Period:** | **From 05/04/2026 to 05/04/2027** |
| Insurer: | Hutch Underwriting Pty Ltd<br>ABN: 84 655 256 134 |

| | |
|---|---|
| Premium: | $1,518.17 |
| Emergency/Fire Serv Levies: | $0.00 |
| Stamp Duty: | $150.28 |
| Insurer Admin Fee: | $210.00 |
| Adviser Fee: | $100.67 |
| Compliance Fee: | $30.00 |
| Total GST: | $185.88 |
| Total Amount Due: | $2,195.00 |

**Notes**: Thank you for choosing Trilogy Insurance Solutions to take care of your insurance needs. We ask that you carefully read through your invoice, schedule and important information on page 2.

Resilium Insurance Broking Pty Ltd | ABN 92 169 975 973 | AFSL 460382

## How To Pay

Invoice No: 11113288
Client: Strata No 32357

Due Date: 05/04/2026
Total Amount: $2,195.00

**Biller Code: 20362**
**Ref: 4036752111132888**

Contact your participating Financial institution to make a payment from your cheque or savings account

**Pay by credit card**
http://payonce.deft.com.au
Credit card payments attract a surcharge.
Credit card reference: **4036752111132888**

Post Billpay

*498 403675 2111132888

**Pay monthly via Premium Funding**

If you would like to pay by monthly instalments call your adviser to obtain a premium funding quotation

For more information about how to pay, please see the second page of this notice.

# Important Information

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

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

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

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

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

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

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

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

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

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

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

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

**NON-PAYMENT – By Instalments**
If you are paying the premium for this policy by instalments then, if an instalment of the premium remains unpaid for a period of at least:

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

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

**PRIVACY**
We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement.

We recommend the policy because it is appropriate for your needs, personal circumstances and situation.
(All figures below are inclusive of GST):

| | Authorised Representative | Resilium Insurance Broking | Total |
|---|---|---|---|
| Commission (paid by insurer) | $310.62 | $23.37 | $333.99 |
| Fees | $126.09 | $17.65 | $143.74 |
| Total | $436.71 | $41.02 | $477.73 |

**Internet**

Pay over the Internet from your credit card at https://payonce.deft.com.au/

Resilium Insurance Broking accepts Mastercard, Visa, American Express & Diners Club Cards.

Payments by credit card attract a surcharge.

**BPay**

Contact your participating Financial institution to make a payment from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.

**In Person**

Payments can be made at any Post Office by EFTPOS.

Please present the 1st page intact at any Post Office in Australia.

**Premium Funding Instalments**

Premium Funding Instalments are provided by an approved third party and allow you to pay for your insurance in instalments.

The total amount payable will be higher if you choose to pay by monthly instalments which includes an additional fixed interest charge and/or application fee over the term of the facility. This is charged by the third-party provider and is not an additional charge by Resilium Insurance Broking Pty Ltd.

**Need Help?**

Contact your Insurance Adviser using the details on page 1.

Alternativley you can contact Resilium Insurance Broking at info@resilium.com.au.

# Schedule of Insurance

Hutch Underwriting Pty Ltd
L6, 7-15 Macquarie Place, Sydney, NSW, 2000.
Enquiries: 1300 256 056

| | |
|---|---|
| Your Policy Number: | HRS11154531 |
| PDS and Policy Wording: | Hutch Residential Strata (version HRS8) |
| The Insured: | Body Corporate for Community Title Scheme 32357 |
| Situation: | Horrocks Mews, 17a Horrocks Crescent, Kearneys Spring QLD 4350 |
| Period of Insurance: | Commencement Date 4.00pm on 05/04/2026 |
| | Expiry Date 4.00pm on 05/04/2027 |
| Date of Issue: | 06/03/2026 |

POLICY LIMITS / SUMS INSURED

| | | |
|---|---|---|
| Section 1 | Buildings | $916,038 |
| | Common Area Contents | $9,160 |
| | Loss of Rent | $137,406 |
| | Flood | Selected |
| | Additional Catastrophe Cover | $137,406 |
| | Unit Owners Fixtures and Fittings | $91,604 |
| Section 2 | Property Owners Legal Liability | $20,000,000 |
| Section 3 | Voluntary Workers Personal Accident | $200,000 /$2,000 weekly |
| Section 4 | Fidelity Guarantee | $100,000 |
| Section 5 | Office Bearers Liability | $100,000 |
| Section 6 | Machinery Breakdown | Not Insured |
| Section 7 | Part A Government Audit Expenses | $25,000 |
| | Part B Health & Safety Legal Expenses | $100,000 |
| | Part C Legal Expenses | $50,000 |
| Section 8 | Cyber | $10,000 |

EXCESS
You must pay the amount of any Excess as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should multiple Excesses be payable for any claim arising from any single Event, such excesses will not be aggregated and only the highest single Excess will apply.

| | | |
|---|---|---|
| Section 1 | Building and Contents | $1,000 |
| | Water Damage | $2,500 |
| | Earthquake excess | $500 in addition |
| Section 2 | Property Owners Legal Liability | $1,000 |
| Section 3 | Voluntary Workers Personal Accident | $1,000 |
| Section 4 | Fidelity Guarantee | $1,000 |
| Section 5 | Office Bearers Liability | $1,000 |
| Section 7 | Part A: Government Audit Expenses | $1,000 |
| | Part B: Health & Safety Legal Expenses | $1,000 |
| | Part C: Legal Expenses | $1,000 Plus 10% contribution in addition |
| Section 8 | CYBER. | $1,000 |

Insurer: Certain Underwriters at Lloyds led by Arch Managing Agency Limited, Syndicate 2012.
Insurer Participation: 100%
Agreement Numbers (UMR): B200800000STR2025

Endorsements

Important information
This Policy has been issued by Hutch Underwriting Pty Ltd (Hutch) ABN 846 552 56 134, Authorised Representative number 001296345, on behalf of certain underwriters at Lloyds.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L6, 7-15 Macquarie Place, Sydney, NSW, 2000.

It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances.

The PDS and Policy are available from our website www.hutchunderwriting.com.au

Your Duty to take reasonable care not to make a misrepresentation
When answering our questions in the Proposal, making changes to your Policy or at renewal, you have a duty to take reasonable care not to make a misrepresentation to us.

You and other insured person(s) must answer our questions with relevant and complete information and You must not misrepresent any information that You give to us. You have the same duty in relation to anyone else whom You want to be covered by the policy.

If You fail to comply with this duty and we would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy, we may be entitled to reduce Our liability under the Policy in respect of any claim or we may cancel the Policy.

Cooling Off Period
If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required. You will receive a full refund of the Premium provided You have not made a claim under the Policy.

Claims made notice
Sections 5 and 7 of the Policy operates on a ?claims made and notified? basis. This means that, subject to the provisions of Sections 5 and 7, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

# Uninsured Risks Checklist

Risks may be uninsured for a number of reasons, including:

- **Under insurance**: If your sums insured or declared insurable values are inadequate and the policy contains a co-insurance or average clause, you may not receive the full amount of the loss.
- **Inadequate loss limits**: If the sum insured is less than the amount of your exposure, any loss in excess of the sum insured will not be insured.
- **No Insurance**: If you elect not to insure a particular risk, you must bear all losses yourself.
- **An Excess under a policy**: You must bear the first part of the loss up to the amount of the excess.
- **Excluded perils**: Some policies exclude perils, example - flood, storm surge and subsidence. You will not be insured for an excluded peril unless you ask for the cover.

We have indicated below a number of risks we believe may be important for you to consider. This list does not include all the policies available in the various insurance markets and is only intended to provide a summary of covers to assist in your assessment of whether such insurance protection may be needed.
*Please note:* This list includes covers that you may have already purchased.

- **Cyber Insurance**: First Party Costs - reimburses the Insured for the costs they would incur to respond to a breach, such as IT Forensic Costs, Credit Monitoring Costs, Public Relations Expenses and Cyber Extortion Costs (including ransom payments to hackers). Third Party Claims - covers the Insured's liability to third parties from a failure to keep data secure, such as claims for compensation by third parties, investigations, defence costs and fines and penalties from breaching the Privacy Act.
- **Management Liability**: This policy incorporates - Directors & Officers Liability, Statutory Liability, Crime cover, Employment Practices and Tax Audit expenses.
- **Business Interruption**: The Business Interruption policy covers the insurable profits that would have been earned if the business was operating as usual. It is designed to put a business in the same financial position that it would have been in if no loss had occurred.
- **Flood**: ‘Flood’ means the covering of normally dry land by water that has escaped or been released from the normal confines of any of any lake, river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal or dam.

**Property/Asset Protection**
- Burglary/Theft
- Business Interruption
- Business Package
- Commercial Strata
- Contractors Plant & Equipment
- Fidelity Guarantee / Employee Fraud
- Fire & Perils / Industrial Special Risks
- Flood
- General Property
- Glass Breakage / Signs
- Money

**Construction**
- Advanced Profits
- Construction Risks and Liability
- Contract Works

**Liability**
- Association Liability
- Cyber Liability
- Contractual Liability
- Drone Liability
- Directors & Officers Liability
- Employment Practices Liability
- Environmental Impairment Liability
- Libel & Slander / Defamation
- Management Liability
- Public and Products Liability
- Product Performance Guarantee
- Product Recall
- Professional Indemnity
- Statutory Liability
- Taxation & Audit Expenses
- Trade Credit

**Marine**
- Carriers Liability
- Charters Legal Liability
- Marine Hull
- Marine Inland Transit
- Marine Overseas Transit
- Marine Liability

**Machinery & Electronic Equipment**
- Boiler & Pressure Vessel Explosion
- Computer Breakdown & Business Interruption
- Cyber Protection
- Electronic Equipment / Breakdown
- Machinery Breakdown & Business Interruption

**Commercial Motor**
- Heavy Motor / Machinery
- Motor Vehicle - CTP
- Motor Vehicle
- Motor Vehicle downtime

**Personnel**
- Corporate Travel
- Group Personal Accident
- Individual Personal Accident
- Key Person Cover
- Workers Compensation

**Domestic**
- Home
- Contents
- Landlords
- Strata
- Motor
- Caravan / Trailer

Not all these covers may apply to your circumstances. However, as your needs and circumstances can change, we suggest that this list be reviewed regularly to ensure that your current insurance program is still satisfactory in meeting your needs.

docusign

## Certificate Of Completion

Envelope Id: 9A248370-1F89-4AEA-97FD-36031924985E
Subject: Kindly review and sign this document
Originator organisation: Briese Lawyers
Originator: David Ballantyne
Source Envelope:

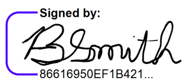
Status: Completed

| | | |
|---|---|---|
| Document Pages: 33 | Signatures: 2 | Envelope Originator: |
| Certificate Pages: 4 | Initials: 0 | InfoTrack AU |
| AutoNav: Enabled | | Level 8, 135 King Street |
| EnvelopeId Stamping: Enabled | | Sydney, NSW 2000 |
| Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney | | signit.au@infotrack.com.au |
| | | IP Address: 52.62.167.139 |

## Record Tracking

| | | |
|---|---|---|
| Status: Original<br>15/5/2026 \| 13:33 | Holder: InfoTrack AU<br>signit.au@infotrack.com.au | Location: DocuSign |

## Signer Events | Signature | Timestamp

| Signer Events | Signature | Timestamp |
|---|---|---|
| Brett Smith<br>feathers63@bigpond.com<br>Security Level:<br>.Email<br>ID: b2734f93-0b25-4dc2-87b1-8811603ae148<br>15/5/2026 \| 14:01 | <br>Signature Adoption: Drawn on Device<br>Using IP Address:<br>2001:8001:60b5:d701:6049:1daf:7a5:e24f<br>Signed using mobile | Sent: 15/5/2026 \| 13:33<br>Viewed: 15/5/2026 \| 14:01<br>Signed: 15/5/2026 \| 14:04 |

**Electronic Record and Signature Disclosure:**
Accepted: 15/5/2026 | 14:01
ID: c40014c2-3272-44a3-bc88-d9616a9881eb

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 15/5/2026 \| 13:33 |
| Certified Delivered | Security Checked | 15/5/2026 \| 14:01 |
| Signing Complete | Security Checked | 15/5/2026 \| 14:04 |
| Completed | Security Checked | 15/5/2026 \| 14:04 |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, InfoTrack Ltd AU (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

## Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact InfoTrack Ltd AU:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

**To advise InfoTrack Ltd AU of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at john.ahern@infotrack.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from InfoTrack Ltd AU**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to signit@infotrack.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with InfoTrack Ltd AU**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to signit@infotrack.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: [https://support.docusign.com/guides/signer-guide-signing-system-requirements](https://support.docusign.com/guides/signer-guide-signing-system-requirements).

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify InfoTrack Ltd AU as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by InfoTrack Ltd AU during the course of your relationship with InfoTrack Ltd AU.