

**BODY CORPORATE FOR
CRESTVIEW COURT
CTS 7931**

28th June 2023

Mr G McGuire
PO Box 130
CORAKI NSW 2471

**MEMORANDUM TO OWNERS
CRESTVIEW COURT CTS 7931**

Dear Owner

Please find attached your Annual General Meeting Notice.

Your Body Corporate needs your votes in order to operate efficiently and ensure that the appropriate decisions are made. The Annual General Meeting is the ideal time for you to have your say to contribute to the effective operation of the Body Corporate, to help protect and improve your investment.

**PLEASE REFER TO THE IMPORTANT NOTE REGARDING MEETING ATTENDANCE
LOCATED ON THE FRONT PAGE OF THE ANNUAL GENERAL MEETING NOTICE.**

If you are not able to attend the Annual General Meeting, you are welcome to send through your voting paper to our office prior to the meeting date and time (by email, fax or post) so your votes can be counted.

Thank you for your anticipated co-operation in this regard.

Yours faithfully

Joanne Barson

on behalf of your Strata Management Team

Joanne Barson & Jessica Merchant

Our ref: T1/MH

Enc: Annual General Meeting Notice

Brisbane Offices:
PO Box 184
KEDRON QLD 4031
Kedron: Ph: (07) 3359 9877 Fax: (07) 3359 9855

Email: theteam@stansurestrata.com.au
www.stansurestrata.com.au

Central Queensland Offices:
Bundaberg
PO Box 2224
BUNDABERG QLD 4670
Ph: (07) 4153 4033 Fax: (07) 4151 4200
Rockhampton
PO Box 2224
BUNDABERG QLD 4670
Ph: (07) 4927 1720

Gold Coast Office:

PO Box 6365
GCMC QLD 9726
Ph: (07) 5531 6333 Fax: (07) 5562 1809

Registered Trademark of Stansure Strata Pty Ltd
ABN: 83 084 149 413 ACN: 084 149 413

BODY CORPORATE FOR CRESTVIEW COURT CTS 7931

BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997 NOTICE OF ANNUAL GENERAL MEETING

TO THE OWNERS:

You are advised that the Annual General Meeting for -

Name of Scheme **"CRESTVIEW COURT" CTS 7931**

is to be held on - Date: **Monday, 24 July 2023** Time: **2.00pm**

Venue: The offices of Stansure Strata
47 Kate Street, Kedron

THIS MEETING WILL ALSO BE CARRIED OUT BY ZOOM MEETING FOR OWNERS WHO ARE UNABLE TO ATTEND IN PERSON

Stansure Strata is inviting you to a scheduled Zoom meeting.

Topic: Crestview Court

Time: Monday, 24 July 2023, 2.00pm Brisbane

Meeting ID: 872 1921 9171

Passcode: 133066

Please read the attached notice, which sets out your rights and responsibilities in respect of the meeting. The following agenda sets out the substance of the motions to be considered at the meeting. The **full text** of each motion is set out in the accompanying "Voting Paper". An explanatory note by the owner proposing a motion may accompany the agenda. This body corporate is registered for GST.

AGENDA

Attendance record and Apologies

Admittance of proxies and voting papers

Motion No.	Substance of Motion	Motion No.	Substance of Motion
1.	Confirmation of Minutes	7.	Appointment of Tax Agent
2.	Financial Statements	8.	Confirmation of Insurance
3.	Administrative Fund Budget and Fixing of Contributions	9.	Annual Safety Report of Common Property
4.	Sinking Fund Budget and Fixing of Contributions	10.	Annual Timber Pest Inspection
5.	Non-Audit	11.	Fire Safety Report
6.	Appointment of Auditor	12.	Annual Pool Barrier Inspection

By Order of the Body Corporate Secretary
Our Ref: T1/MH

Date: 28 June 2023

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Brisbane Offices:
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KEDRON QLD 4031
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ABN: 83 084 149 413 ACN: 084 149 413

**STATEMENT REGARDING MEETING PROCEDURE AND VOTERS' RIGHTS
FOR AN ANNUAL GENERAL MEETING**

1. The Regulations* define who is entitled to vote at a meeting of the body corporate.
2. The Regulations** set out how a person can vote at a meeting of the body corporate.
3. A notice is enclosed for a corporate owner to appoint a company nominee to vote on its behalf.
4. A person cannot vote on a motion requiring an ordinary resolution or a special resolution, or, in an election ballot, if a contribution, instalment, penalty or another amount associated with the ownership of a lot due to the body corporate has not been paid.
5. One vote only may be exercised for each lot owner in the scheme.
6. Where there are 2 or more co-owners of a lot, a vote by any one of the co-owners will be counted as the vote for the lot unless a contrary vote is cast by another co-owner in which case no vote will be counted for the lot.
7. A voter may request that a motion requiring an ordinary resolution be determined by a poll of the Contribution Schedule lot entitlements of voters, instead of on the basis of one vote for each lot. The request may be made in writing beside the motion where it appears on the Voting Paper, or personally at the meeting by the owner or the owner's proxy.

* See for example *Section 91(1) of the Accommodation Module Regulation*.

** See for example *Section 97 of the Accommodation Module Regulation* which provides that a person may vote in any of the following ways on a motion, other than a motion to be decided by secret ballot -

- in person at the meeting.
- in writing, by completing a "Voting Paper" and returning them promptly to the Secretary of the Body Corporate, PO Box 184, Kedron Qld 4031
- by appointing a proxy to vote on the person's behalf.
- Please note that proxies cannot be exercised on some Motions as per the Body Corporate and Community Management Act 1997 and are noted accordingly.
- by casting an electronic vote (if allowed by the body corporate) in accordance with the *Electronic Transactions (Queensland) Act 2001* and in accordance with any instructions accompanying the voting paper.

Please note that if a quorum is not reached on the meeting date, this meeting will be automatically adjourned for seven (7) days.

A quorum constitutes two (2) voters present and votes cast by a minimum of 25% of Lots in the scheme.

If two (2) or more co-owners are present, they are counted as one (1) voter for a quorum.

Motion Number	Motion	Vote																					
4.	<p>Sinking Fund Budget and Fixing of Contributions (Ordinary Resolution) Statutory Motion Submitted by: Committee That the Sinking Fund Budget is hereby determined pursuant to Accommodation Module Reg 152 of the Body Corporate and Community Management Regulation 2020 at the sum of \$34,440.00 being a rate of \$840.00 per Contribution Schedule Lot Entitlement for the 12 months from 1 June 2023 to 31 May 2024 be adopted and the contribution to be fixed and levied by 4 instalments as follows:</p> <table> <tr> <th>Levy Period</th><th>\$ per lot entitlement</th><th>Due Date</th></tr> <tr> <td>01/06/23 – 31/08/23</td><td>210.00</td><td>01/06/23 (already issued)</td></tr> <tr> <td>01/09/23 – 30/11/23</td><td>210.00</td><td>01/09/23</td></tr> <tr> <td>01/12/23 – 29/02/24</td><td>210.00</td><td>01/12/23</td></tr> <tr> <td>01/03/24 – 31/05/24</td><td><u>210.00</u></td><td>01/03/24</td></tr> <tr> <td></td><td>\$840.00</td><td></td></tr> </table> <p>And further that the Committee has fixed the interim contribution for the first levy period of the ensuing financial year as follows:</p> <table> <tr> <td>01/06/24 – 31/08/24</td><td>210.00</td><td>01/06/24</td></tr> </table> <p>***Please refer to Explanatory Schedule #1</p>	Levy Period	\$ per lot entitlement	Due Date	01/06/23 – 31/08/23	210.00	01/06/23 (already issued)	01/09/23 – 30/11/23	210.00	01/09/23	01/12/23 – 29/02/24	210.00	01/12/23	01/03/24 – 31/05/24	<u>210.00</u>	01/03/24		\$840.00		01/06/24 – 31/08/24	210.00	01/06/24	<p>Yes No Abstain</p>
Levy Period	\$ per lot entitlement	Due Date																					
01/06/23 – 31/08/23	210.00	01/06/23 (already issued)																					
01/09/23 – 30/11/23	210.00	01/09/23																					
01/12/23 – 29/02/24	210.00	01/12/23																					
01/03/24 – 31/05/24	<u>210.00</u>	01/03/24																					
	\$840.00																						
01/06/24 – 31/08/24	210.00	01/06/24																					
5.	<p>Non-Audit (Special Resolution) Statutory Motion Submitted by: Committee That the books and accounts for the financial year 1 June 2023 to 31 May 2024 of the body corporate shall not be audited.</p> <p>Note: If you want the accounts to be audited, vote 'no'; if you do not want the accounts to be audited, vote 'yes'</p>	<p>Yes No Abstain</p>																					
6.	<p>Appointment of Auditor (Ordinary Resolution) Statutory Motion Submitted by: Committee That the Body Corporate appoint Sciacca's Accountants & Advisors to audit the books and accounts for the body corporate for the financial year 1 June 2023 to 31 May 2024.</p>	<p>Yes No Abstain</p>																					

I/We require that this voting paper, completed by me/us, be recorded as my/our vote in respect of the motions set out above.

I/We have signed the bottom of each page comprising this voting paper.

Signature(s) of Voter(s)

Name(s) of Voter(s)

Lot Number: Date

Motion Number	Motion	Vote
10.	<p>Annual Timber Pest Inspection (Ordinary Resolution) Submitted by: Committee That the Body Corporate for Crestview Court CTS 7931 agree to engaging Australian Pest Management Academy to carry out a Timber Pest Inspection to all units and the common areas at the complex immediately at a cost of \$88.00 (GST incl.) per lot totalling \$3,608.00 as specified in the administrative fund budget and that there will be further service fees incurred of \$55.55 for preparation in obtaining this report and a fee of \$12.65 per lot for distribution of these reports payable to Stansure Strata.</p> <p><i>Note: Caretaker to engage the Contractor.</i></p>	<p>Yes No Abstain</p>
11.	<p>Fire Safety Report (Ordinary Resolution) Submitted by: Committee That the Body Corporate engage the services of QIA Group Pty Ltd to conduct a Fire Safety Report on the common property, provide recommendations to ensure compliance with the appropriate Australian Standards in the amount of \$546.00 (GST incl.) and further that there will be a service fee payable to Stansure Strata of \$55.55 for the commissioning of this work and \$12.65 per lot for the distribution of the Survey/Recommendations to all owners and payment for this work to be as specified in the administrative fund budget.</p> <p>Further that QIA Group Pty Ltd be appointed at a cost of \$350.00 (GST incl.) if the position of Fire Evacuation Coordinator is not filled by an owner.</p> <p><i>I nominate myself to be a person responsible for the Fire Evacuation Coordinator duties:</i></p> <p>_____ Name Lot No.</p> <p><i>Note: It is a requirement that your Body Corporate appoints a responsible person to fulfil the Fire Evacuation Coordinator duties to ensure compliance with fire safety regulations.</i></p> <p><i>Note: This report will identify any legislative requirements that have not been met by the Body Corporate.</i></p> <p>***Please refer to Explanatory Schedule #1</p>	<p>Yes No Abstain</p>

I/We require that this voting paper, completed by me/us, be recorded as my/our vote in respect of the motions set out above.

I/We have signed the bottom of each page comprising this voting paper.

Signature(s) of Voter(s)

Name(s) of Voter(s)

Lot Number: Date

EXPLANATORY SCHEDULE #1

Motion 2 – Financial Statements

Pursuant to Accommodation Module Reg 165, of the Body Corporate and Community Management Regulation 2020, the accounts must include full disclosure of all remuneration, allowances or expenses paid to Committee members during the financial year.

Note: No Committee expenses were paid during the last financial year.

Motion 3 – Administrative Fund Budget and Fixing of Contributions

Budgets may be increased or decreased by 10% at the Annual General Meeting as per Accommodation Reg 151, of the Body Corporate and Community Management Regulation 2020.

Motion 4 – Sinking Fund Budget and Fixing of Contributions

Budgets may be increased or decreased by 10% at the Annual General Meeting as per Accommodation Reg 151, of the Body Corporate and Community Management Regulation 2020.

Motion 8 – Confirmation of Insurance

- Accommodation Module Reg 190(2), states that the Body Corporate must, at least every 5 years, obtain an independent valuation stating the full replacement value of the building or buildings.
- **All air conditioning units servicing an individual lot must be covered under the owner's contents insurance**
- **It is the owner's responsibility** to ensure their contents are covered, including air conditioners, carpet, light fittings and curtains
- **Policy Exclusions:** Terrorism, Asbestos
- **Owners should note** that in the case of a claim for glass breakage, the Body Corporate's insurer CHU Underwriting Agencies may insist on quotations being obtained from O'Brien Glass.
- **The Body Corporate** has chosen not to include Machinery Breakdown on their policy.
- **Stansure Strata** takes no responsibility for the selection of the sum insured.
- **Commercial or industrial owners** please note if your unit is being used for any hazardous industry or the storage of hazardous materials you must advise the body corporate insurers immediately. Owners should ensure their current tenants comply with this. **Owners must notify the Body Corporate insurers of any tenancy change.**
- **Remuneration** – See attached

Motion 11 – Fire Safety Report

Owners should note that the report is for common property only and owners should conduct their own survey within their unit as well as install smoke detectors as required by Queensland Law.

QIA Group Pty Ltd, Fire Safety Report includes:

This report is a simple, yet detailed review of the Fire Safety regime for your property, and includes:

- An audit of the maintenance practices for all installed Fire Safety Installations against the requirements of Mandatory Part 6.1 of the *Queensland Development Code*
- The identification of any visible defects in installed Fire Safety Installations as defined in Schedule 2 of the *Building Act 1975*
- Digital photos of all relevant areas and Fire Safety Installations
- Action list to achieve compliance
- All legislative references to relevant standards and codes to assist in your records;
- The inspection of the smoke and fire compartmentalisation surrounding the evacuation routes of the property, to meet obligations under regulation 13 of the *Building Fire Safety Regulation 2008* (BFRS).

PLEASE NOTE: The prices for the fire evacuation coordinator role are based on low occupancy with a single assembly point.

Reference for Australian Standards: www.standards.com.au

BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

**PROXY FORM
FOR BODY CORPORATE GENERAL MEETINGS**

TO: The Secretary
"CRESTVIEW COURT" CTS 7931
PO Box 184, Kedron Qld 4031

*I/We (full name(s))

Owner(s) of Lot(s) on Plan No: BFP 7316

Name of Scheme: Crestview Court CTS No: 7931

Appoint (full name)

as *my/our proxy to vote on *my/our behalf (including adjournments) at **:-

☐ the general meeting to be held on (date of meeting)

OR

☐ all general meetings held during the rest of the body corporate's financial year unless *I/we serve you with a prior written withdrawal of the appointment.

Signature(s) of owner(s)

Date:

Signature of proxy holder

Date:

Residential address

.....

Postal address

.....

NOTES FOR USE

* delete one

** circle the applicable alternative

The Regulations set out a number of restrictions on the use of proxies including:

- ▶ An ability for the Body Corporate to further restrict their use including prohibition
- ▶ If there are fewer than 20 lots in the scheme – one person can hold no more than 1 proxy
- ▶ If there are more than 20 lots in the scheme – a person may not hold more than 5% of the lots in the scheme

Stansure Strata

PO Box 184 KEDRON QLD 4031 ABN: 83084149413

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

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Balance Sheet - C.T.S. 7931
"CRESTVIEW COURT"
279-283 KINGSTON ROAD, LOGAN CENTRAL, QLD 4114
 For the Financial Period 01/06/2022 to 31/05/2023

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Crestview Court CTS 7931	\$13,923.61	\$28,976.50	\$42,900.11
Crestview Court CTS 7931-3	\$0.00	\$88,000.00	\$88,000.00
Crestview Court CTS 7931-4	\$0.00	\$58,000.00	\$58,000.00
Crestview Court CTS 7931-6	\$0.00	\$40,000.00	\$40,000.00
Crestview Court CTS 7931-7	\$0.00	\$50,000.00	\$50,000.00
Debtors	\$41.50	\$0.00	\$41.50
GST Paid	\$4,386.42	\$271.85	\$4,658.27
Insurance Claim Expense	\$9,060.00	\$0.00	\$9,060.00
Total Assets	\$27,411.53	\$265,248.35	\$292,659.88
Liabilities			
BAS Clearing	\$(0.15)	\$0.00	\$(0.15)
GST Collected	\$1,816.82	\$515.52	\$2,332.34
GST Uncollected	\$(1,813.42)	\$(601.77)	\$(2,415.19)
Insurance Claim Refund	\$7,910.00	\$0.00	\$7,910.00
Paid in Advance	\$20,684.01	\$5,880.00	\$26,564.01
Sundry Creditors	\$505.55	\$2,647.00	\$3,152.55
Total Liabilities	\$29,102.81	\$8,440.75	\$37,543.56
Net Assets	\$(1,691.28)	\$256,807.60	\$255,116.32

Stansure Strata

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**Income and Expenditure Statement - C.T.S. 7931
"CRESTVIEW COURT"****279-283 KINGSTON ROAD, LOGAN CENTRAL, QLD 4114**

For the Financial Period 01/06/2022 to 31/05/2023

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Income Tax Refund	\$0.00	\$0.00	\$179.00
Insurance Claim Refund	\$0.00	\$0.00	\$0.00
Interest on Overdues	\$68.80	\$0.00	\$0.00
Levy Income	\$103,916.55	\$103,916.55	\$99,704.62
Total Administrative Fund Income	\$103,985.35	\$103,916.55	\$99,883.62
Expenses			
Audit Fees	\$0.00	\$0.00	\$828.00
Bank Charges	\$38.80	\$40.47	\$34.44
Bank Charges-Deft Process Fee	\$107.97	\$135.00	\$118.24
Body Corporate Admin.	\$1,368.00	\$1,975.00	\$1,981.00
Caretakers Contract	\$57,669.04	\$56,000.00	\$53,938.81
Committee Expense	\$0.00	\$100.00	\$0.00
Communication & Outlays	\$5,796.92	\$0.00	\$0.00
Contractor Compliance	\$200.00	\$200.00	\$200.00
Debt Collection Fees	\$0.00	\$0.00	\$0.00
Disbursement Charges	\$0.00	\$3,280.00	\$3,280.00
Electricity	\$2,563.05	\$2,570.00	\$2,145.97
Email Charges	\$200.00	\$0.00	\$122.00
Fees Permits Engin Reports	\$351.00	\$328.00	\$328.00
Fire Equipment Survey	\$1,006.86	\$951.36	\$951.36
Fire Regulation Costs	\$318.18	\$318.18	\$318.18
GST Allowance	\$990.00	\$880.00	\$880.00
Gardens & Grounds	\$1,064.34	\$400.00	\$942.24
Insurance	\$20,305.20	\$18,600.00	\$17,020.87
Insurance Claim	\$0.00	\$0.00	\$0.00
Management Fee	\$7,593.59	\$7,533.00	\$7,245.86
Meeting Expenses	\$0.01	\$0.00	\$0.00
Pest Control	\$518.18	\$300.00	\$600.00
Pool & Spa - Chemicals	\$1,756.90	\$1,000.00	\$381.82
Pool - Annual Inspection	\$652.41	\$580.00	\$578.11
Pool - Repairs	\$295.45	\$500.00	\$1,000.00
Pool Safety Compliance	\$0.00	\$300.00	\$0.00
Rep & Maint. - Bldg	\$765.50	\$500.00	\$318.18
Rep & Maint. - Electrical	\$533.64	\$300.00	\$700.64
Rep & Maint. - Emergency Fee	\$205.00	\$183.00	\$183.00

Stansure Strata

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**Income and Expenditure Statement - C.T.S. 7931
"CRESTVIEW COURT"****279-283 KINGSTON ROAD, LOGAN CENTRAL, QLD 4114**

For the Financial Period 01/06/2022 to 31/05/2023

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest Received	\$115.10	\$0.00	\$101.83
Interest on Overdues	\$22.00	\$0.00	\$0.00
Levy Income	\$31,309.24	\$31,309.24	\$29,818.48
Total Sinking Fund Income	\$31,446.34	\$31,309.24	\$29,920.31
Expenses			
Linemarking	\$660.00	\$0.00	\$0.00
Pool Fence	\$340.00	\$0.00	\$0.00
Provision - Future Expenditure	\$0.00	\$31,309.09	\$0.00
Rep & Maint. - Electrical	\$1,694.00	\$0.00	\$0.00
Rep & Maint. - Garage Doors	\$563.64	\$0.00	\$0.00
Rep & Maint. - Roof Repairs	\$12,069.90	\$0.00	\$0.00
Rep & Maint. - TV Aerial	\$515.50	\$0.00	\$0.00
Rep & Maintenance - Plumbing	\$525.00	\$0.00	\$0.00
Tree Lopping and Removal	\$0.00	\$0.00	\$2,634.09
Total Sinking Fund Expenses	\$16,368.04	\$31,309.09	\$2,634.09
Sinking Fund Surplus/Deficit	\$15,078.30	\$0.15	\$27,286.22

Stansure Strata
Proposed Budget for Community Title Scheme 7931
CRESTVIEW COURT, 279-283 Kingston Road LOGAN CENTRAL

Prepared by Stansure Strata (ABN 83084149413)
 PO Box 184 KEDRON QLD 4031 Ph 3359 9877 Fax 3359 9855

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Aggregate Units of Entitlement (UOE) 41	Proposed Budget (01/06/2023-31/05/2024)	Adjustment	Current Year (01/06/2022-31/05/2023)		
			Budget	Actual	Variance
Administrative Fund- <i>Contribution Schedule</i>					
ADD: ADMIN GST	\$12,147.18		\$10,391.64		
TOTAL ADMIN BUDGET	\$133,619.00		\$114,308.00		

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance		Income		Expenses		Closing Balance	
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)			
1	01/06/2021	\$214,443	\$29,863	\$728.37		\$52,143		\$192,163	
2	01/06/2022	\$192,163	\$29,908	\$729.46		\$6,942		\$215,129	
3	01/06/2023	\$215,129	\$29,953	\$730.55		\$5,490		\$239,592	
4	01/06/2024	\$239,592	\$29,998	\$731.65		\$21,128		\$248,461	
5	01/06/2025	\$248,461	\$30,043	\$732.75		\$14,945		\$263,558	
6	01/06/2026	\$263,558	\$30,088	\$733.85		\$8,523		\$285,123	
7	01/06/2027	\$285,123	\$30,133	\$734.95		\$66,575		\$248,680	
8	01/06/2028	\$248,680	\$30,178	\$736.05		\$17,366		\$261,492	
9	01/06/2029	\$261,492	\$30,223	\$737.15		\$21,145		\$270,570	
10	01/06/2030	\$270,570	\$30,269	\$738.26		\$69,467		\$231,372	

our underwriting guidelines. The Insureds loss history over the last 5 years

Recommendation

Unfortunately after approaching the market for quotes, we've only been able to obtain terms from your existing underwriter CHU, through QBE.

Therefore we would recommend going through the cover schedule and making sure no changes need to be made prior to renewal.

To ensure continuity of cover, we will automatically renew the current policy from the expiry date for a further 12 months, unless we receive instructions otherwise.

Important Notes

- **Duty of Disclosure & Duty to not make a Misrepresentation** – Please refer to the attached paperwork for full details, or contact our office if you have any questions.
- **Building Defects** - Please note that our office is not aware of any known hazards or defects at this property, and should there be any issues, we need to be notified immediately as this may impact the terms being offered.
- **Flood** – Some companies include flood automatically on their policies, and some don't offer it at all. Please see the full definition in the attached schedule and make a conscious decision whether your property requires this insurance. *Unless the attached schedule confirms that flood is covered by your policy, then there is no insurance included in the policy for damage caused by flood.*
- **Underinsurance** is a major problem in Australia, and it's important that your strata scheme complies with legislation and insures the building for its full replacement value. Over the last few years, we've seen a dramatic rise in the cost of rebuilding and would strongly recommend that all schemes make a conscious effort to check their building sum insured and engage a professional valuer on a regular basis to confirm the correct insurable amount.
- **Tenancy and Unoccupancy** – Please refer to the attached schedule if your building contains commercial lots and confirm that the details are correct. It's also important to read and understand the conditions around unoccupancy which applies to all policies. Any changes need to be reported to our office immediately.
- **Insurer Loyalty** – When renewing your policy, we recommend you consider loyalty to your existing provider, as this MAY assist us in future negotiations with that insurance provider.
- **Policy Wording / PDS (Product Disclosure Statement) FSG (Financial Services Guide)** – These are all attached.
- **Terms of Engagement (TOE)** – This outlines our roles and commitment to you as a broker. If you have any questions about it, or need an additional copy, please let us know.
- **Transferring Insurance @ Renewal** – We will not do this automatically, so if we do recommend switching insurance providers, we need your acceptance in writing prior to renewal date.

Premium Funding

As an additional service, Direct Insurance Brokers can also arrange monthly payments for the Body Corporate through a separate premium funding contract.

Premium Funding is a flexible and easy way to manage your insurance premium through smaller monthly instalments. If you are interested in this, please let us know or click on the – Pay Monthly Now – button on the front of the invoice.

Our remuneration for advising you about this insurance will be by way of fee and/or commission. Commission is paid by the insurer of your policy, and fees are charged by our office for the service we provide.

Out of the income we receive/charge for arranging and handling your insurance policy, we pay a portion of this to your strata manager / advisor (ASSOCIATE) for helping to arrange the insurance, handle claims, and provide ongoing assistance with your cover.

The amount we pay your strata manager is not additional commission, this comes out of the income we receive as your insurance broker.

These amounts are exclusive of GST.

If you have any questions about this email, need to make any changes to your insurance program, or would like to discuss the cover, please contact our office.

Thank you,

IMPORTANT INFORMATION AND NOTICES

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

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

Duty to not make a misrepresentation - (consumer insurance contracts only) (Note: if you are applying for a new consumer insurance contract, or varying an existing consumer insurance contract, which is an insurance policy obtained wholly or predominately in relation to personal, domestic or household insurance purposes, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions). 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.

Duty to not make a misrepresentation - (consumer insurance contracts only) (Note: if you are renewing a consumer insurance contract, which is an insurance policy obtained wholly or predominately in relation to personal, domestic or household insurance purposes, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions). Before you renew your policy, 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 your policy that is a consumer insurance contract, which is a term defined in the ICA. This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change. To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us 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.

Duty of disclosure - (non-consumer insurance contracts only - new business and alterations. Your duty of disclosure) Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

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

If you do not tell the insurer something

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

Duty of disclosure - (non-consumer insurance contracts only- renewals)

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

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

If you do not tell the insurer something

If you do not tell the insurer anything that 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.

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

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

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

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

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

Cancellation - Retained Remuneration: You are aware from our Financial Services Guide that we earn commission from insurers for placing insurance with them. Most of the commission and broker fee we earn is paid to our staff and for other expenses. When you pay this invoice, you agree that should this insurance be cancelled, we will retain our remuneration. You will receive the return premium allowed less any commission we must return to the insurer and there will be no refund of broker fee. For some insurances there is no refund entitlement. If Premium Funding is used to pay a premium, any refund is remitted to the Premium Funding company unless they direct otherwise. We are not responsible for any additional funding costs that may accrue through delays in obtaining refunds from insurers.

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

Credit Card Surcharge: Please note that payments by Credit Card will attract surcharge: Visa & Mastercard .84%

Schedule of Insurance

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Class of Policy: Community Title - Domestic
The Insured: Body Corp Crestview Court CTS 7931

Policy No: HU0041403
Invoice No: 334754
Our Ref: BCCRESTVC

POLICY 10 – LOT OWNERS, FIXTURES AND IMPROVEMENTS (PER LOT) \$250,000

Flood

Included

FLOOD Notice:

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

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

EXCESSES: Policy 1 - All other claims (Inc. Earthquake) \$2,000
Policy 9 - Legal Defence Expenses \$1,000

Excesses – explanatory notes

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

Water Damage Excess

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

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

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

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

Property Details

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

Year Built:	1985	External Walls:	Brick	Cladding/Type/%	0%
No. of Lots:	41	Floors:	Concrete	% of Holiday Let:	0%
No. of Storeys:	2	Roof:	Tile	% of Commercial Lots:	No
No. of Pools:	1	No. of Lifts:	Nil	Other:	Nil

Are there any known defects or hazards: No

STORM SURGE Notice

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

Does my policy cover this?

The majority of policies specifically exclude Storm Surge on it's own, however SOME may provide cover for the damage caused by Storm Surge if such Damage occurs at the same time as other damage directly caused by a named cyclone. However please be aware that any named cyclone excess noted on your schedule will apply to all damage caused by Storm Surge and named cyclone.

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

Schedule of Insurance

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Class of Policy: Community Title - Domestic
The Insured: Body Corp Crestview Court CTS 7931

Policy No: HU0041403
Invoice No: 334754
Our Ref: BCCRESTVC

be downloaded from our website www.directinsurance.com.au or contact us by phone and request a hardcopy.

Financial Claims Scheme

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

Insurance Code of Practice

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

Terms of Engagement

In regard to this Policy we will act on your behalf as an insurance broker.

Our Team

Please refer to bottom right side of our invoice for Account Managers Reference

Our Services

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

Pre-placement services

- Help you identify and assess your risks and develop a proposal to submit to a potential insurer/insurers;
- Providing advice on risk mitigation and management strategies;

Insurance placement and premium financing

- Seek insurance quotes (for more information on how we will seek quotes see "Approaching the Market")
- Negotiate policy coverage and policy renewal annually or as otherwise agreed in your service plan
- Seek to bind coverage where you have authorised us to do so (except in urgent circumstances where unless you instruct otherwise, we may choose to bind insurance on your behalf if we consider that is in your best interests)
- Obtain and provide a quotation for premium funding

Post-placement services

- Prepare and manage claims if an insured event occurs
- Advocate on your behalf during the claims process
- Facilitate policy changes and/or cancellations as per your instructions

Approaching the market

We will seek quotes from the broader general insurance market before making a recommendation. We have arrangements with a segment of the Insurer and Underwriter market who are able to provide cover appropriate to the risk, which will enable us to find the right insurance product for you.

Remuneration

In return for the services we provide, we may receive a commission usually between 0 and 30 per cent of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer, and we may charge a fee. Please refer to the attached Information Statement which details our commission and any fees.

Policy Cancellation

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

Payment Terms

You are required to pay outstanding premiums within the time set out on our invoice, or as advised or agreed by our office.

Our advice to you

When making a recommendation, we will not take into consideration your personal objectives, financial situation or needs.

Schedule of Insurance

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Class of Policy: Community Title - Domestic
The Insured: Body Corp Crestview Court CTS 7931

Policy No: HU0041403
Invoice No: 334754
Our Ref: BCCRESTVC

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

Contractual Liability and your insurance cover

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

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

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

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

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

How will I pay for the services provided?

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

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

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

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

Our commission will be calculated based on the following formula:

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

In this formula:

X = our commission

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

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

Any fees that we charge you will be shown separately.

We do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. If we do, we will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 0% to 100% of our commission or fees.

Our employees that will assist you with your insurance needs are usually paid in two ways – salary or commission, and bonuses or incentives which are based on a number of factors including achievement of company goals.

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

Schedule of Insurance

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Class of Policy: Community Title - Domestic
The Insured: Body Corp Crestview Court CTS 7931

Policy No: HU0041403
Invoice No: 334754
Our Ref: BCCRESTVC

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

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

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

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

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

Any questions?

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

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

This FSG was prepared 1st July 2021 V13