



*Sanctuary Cove resort Act 1985
Section 27
Buildings Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1998*

NOTICE OF ANNUAL GENERAL MEETING OF THE SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE

**Notice of business to be dealt with at the
ANNUAL GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building1, Masthead Way,
Sanctuary Cove QLD 4212, on
Monday, 9 December 2024 at 9:00am**

A proxy form and a voting paper have been included to give you the opportunity to be represented at the meeting. Please read the attached General Instructions, to ensure that all documents are completed correctly as failure to do so may jeopardise your entitlement to vote.

INDEX OF DOCUMENTS

- 1. NOTICE AND AGENDA OF MEETING**
- 2. ELECTION OF EXECUTIVE COMMITTEE**
- 3. FINANCIAL STATEMENTS WITH AUDIT REPORT & EXPENDITURE REPORT**
- 4. INSTRUCTIONS FOR VOTING**
- 5. VOTING PAPER**
- 6. CORPORATE NOMINEE/PROXY FORM**

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.

If you are not attending the meeting in person, please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PTBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, Sanctuary Cove QLD, 4212
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NOTICE OF THE ANNUAL GENERAL MEETING OF Sanctuary Cove Primary Thoroughfare Body Corporate 201

**Notice of business to be dealt with at the
ANNUAL GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
Monday 09 December 2024 at 09:00 AM**

We look forward to seeing you at the meeting. However, if you are unable to attend, please assist the Body Corporate by completing the attached voting paper, or by completing the proxy form and returning it back to the Secretary of the Primary Thoroughfare Body Corporate.

To avoid delaying commencement of the meeting, it would be appreciated if proxies and voting papers could be received by this office at least 24 hours prior to the meeting. However, proxies and voting papers will be accepted prior to the commencement of the meeting.

AGENDA

- A. Attendance record including admittance of proxies and voting papers
- B. Quorum
- C. Financial status of RBC's
- D. Recording of the meeting
- E. Appointment of Chairperson for the Meeting
- F. Motions
 - 1. Financial Statements Year Ending 31 October 2024
 - 2. No Appointment of Auditor
 - 3. Appointment of Auditor
 - 4. Strata Residential Property Insurance
 - 5. Public Liability Insurance

- G. Election of Chairperson of the body corporate (SCRA Section 85)

As one (1) valid nomination has been received for the position of PTBC Chairperson, Mr Stephen Anderson will be duly appointed to this position at the AGM.

- H. Election of Secretary and Treasurer of the body corporate (SCRA Section 85)

As there were no nominations for the position of Secretary and Treasurer, nominations will be called for from the floor of the meeting.

- I. Election of Ordinary Members of the Executive Committee (SCRA Section 85)

Current Executive Committee Members	
Position	Name
Chairperson	Mr Stephen Anderson

Secretary	Nil
Treasurer	Nil
Ordinary Member	Mr Paul Sanders
	Mr Barry Teeling
	Mr Stuart Shakespeare

The following valid nominations have been received for the position of Ordinary Member of the Executive Committee (Sch 3, Section 3 SCRA):

1. Mr Paul Sanders
2. Mr Barry Teeling

The above nominated person's will be duly appointed to the Executive Committee at the AGM.

Should the number of candidates for ordinary member positions plus the number of executive members of the executive committee be less than the required number of members for the executive committee, the person chairing the meeting must invite nominations at the meeting to bring the total number of all executive committee members to not more than the required number. (Sch 3, Section 11(4) SCRA).

IMPORTANT NOTE

Please return **all** completed voting papers, proxy forms, company nominee forms to the **Secretary before 09 Dec 2024** in the reply-paid envelope enclosed with this notice to Sanctuary Cove Body Corporate Services Pty Ltd, PO Box 15, Sanctuary Cove QLD 4212 or email ptbc@scove.com.au

GENERAL INSTRUCTIONS ANNUAL GENERAL MEETING NOTICE

GENERAL INSTRUCTIONS

1. Each PTBC member (whether an individual or nominee) may vote in respect of each motion as well as on election of the chairperson, secretary and treasurer of the body corporate and other members of the committee.
2. In the case of a proprietor of a lot subject to a mortgage shown on the roll, voting may only take place in accordance with section 131 of the *Building Units and Group Titles Act 1980*.
3. Except in the case of a motion requiring a unanimous resolution or a resolution without dissent, a PTBC member may only vote if all contributions levied and other moneys recoverable have been duly paid before the commencement of the meeting.
4. Each PTBC member may vote:
 1. in person at the meeting;
 2. by a person appointed in writing given to the secretary of the PTBC before a time specified in the notice (being at time no later than the time for the holding of the meeting) as a proxy; or
 3. in respect of some or all of the motions set out in the notice by casting the person's vote on the voting paper accompanying this notice; or
 4. in respect of the election of the chairperson, secretary or treasurer of the body corporate and other members of the committee, by furnishing to the secretary of the body corporate the ballot paper indicating the person's vote thereon.
5. A motion shall not be submitted at a general meeting unless notice of the motion has been given in accordance with Schedule 3 of the *Sanctuary Cove Resort Act 1985*.
6. No business shall be raised at a meeting unless that business is set forth in the notice.

Section 83 of the *Sanctuary Cove Resort Act 1985* sets out the following interpretations for:

VOTING RIGHTS Any powers of voting conferred by or under this part may be exercised:

- (a) in the case of a member who is an infant-by the proprietor's guardian;
- (b) in the case of a member who is for any reason unable to control the member's property - by the person who for the time being is authorised by law to control that property;
- (c) in the case of a member which is a body corporate - by the person nominated pursuant to section 82 by that member.

Part 5, Section 65 of the *Sanctuary Cove Resort Act 1985*, sets out the following interpretation for:

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

- (a) passed at a duly convened general meeting of the primary thoroughfare body corporate by the members whose voting entitlements have an aggregate not less than 75% of the aggregate of all voting entitlements recorded in the primary thoroughfare body corporate roll.

Part 5, Division 2B, 91D of the Sanctuary Cove Resort Act 1985, sets out the following for proxies for General meetings of the Primary Thoroughfare Body Corporate:

APPOINTMENT OF PROXY

- (a) must be in approved form; and
- (b) must be in the English language; and
- (c) cannot be irrevocable; and
- (d) cannot be transferred by the holder of the proxy to a third person; and
- (e) lapses at the end of the primary thoroughfare body corporate's financial year or at the end of a shorter period stated in the proxy; and
- (f) may be given by any person who has the right to vote at a general meeting; and
- (g) subject to the limitations contained in this division, may be given to any individual; and
- (h) must appoint a named individual.

VOTING PAPER

Annual General Meeting for the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way, Sanctuary Cove, QLD, 4212

Date and time of meeting: Monday 09 December 2024 at 09:00 AM

Instructions

If you want to vote using this voting paper, then **circle or tick** either **YES**, **NO** or **ABSTAIN** opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda. You may also vote online using the secure link emailed to your email address.

MOTIONS

1	Financial Statements Year Ending 31 October 2024 (Agenda Item 1)	Ordinary Resolution
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Submitted by Committee

THAT the Primary Thoroughfare Body Corporate:

(a) accepts that the body corporate is a non-reporting entity and that to the best of the knowledge and belief of the Members of the body corporate, would remain so in the current financial year; and

(b) approves and adopts the audited Statements of Income and Expenditure for the year ending 31 October 2024 showing a deficit of \$272,730.41 in the Administration Fund and a surplus of \$304,056.13 in the Sinking Fund, together with the Statement of Assets and Liabilities as of 31 October 2024 showing total Net Assets (accumulated funds) of \$1,947,803.57.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

Note:

The PTBC Administrative Fund Balance year ending 31 October 2024 is \$64,908.67 given the carried forward balance of \$337,639.08 from the previous year. The PTBC Sinking Fund Balance year ending 31 October 2024 is \$1,882,894.90

2

No Appointment of Auditor (Agenda Item 2)

Special Resolution

Statutory Motion Submitted by Committee

THAT pursuant to Section 70(5) of the Sanctuary Cove Resort Act 1985, and in accordance with the provisions of Part 2 of the Second Schedule Sections 1(5A), 1(5B) and 1(5C) of the Building Units and Group Titles Act 1980 the accounts of the body corporate relating to the financial year ending 31 October 2025 not be audited.

Yes

No

Abstain

3

Appointment of Auditor (Agenda Item 3)

Ordinary Resolution

Statutory Motion Submitted by Committee

That pursuant to Section 27(5) of the Sanctuary Cove Resort Act 1985 and Part 2 of the Second Schedule Section 1(5) (ba) of the Building Units and Group Titles Act 1980, auditors PKF Chartered Accountants to conduct the audit of the body corporate financial records for the financial year ending 31 October 2025 at a cost of \$4,026 inc GST.

Yes

No

Abstain

Note:

Price has increased \$11.00 from last year.

Statutory Motion Submitted by Committee

THAT the PTBC accepts the renewal invitation from CHU Underwriting Agency for strata residential insurance (excluding flood cover) at a total cost of \$267,545.00 (including GST, stamp duty and administration fee) and approve payment in full, with the premium of \$80,263.50 Inc. GST being apportioned to the PTBC and the balance being \$187,281.50 Inc GST payable by the PBC.

Period of Cover: 31/01/2024 to 31/01/2025

Community Property \$139,774,265

Community Income \$20,966,139

Common Area Contents \$1,397,743

Machinery Breakdown sum Insured \$250,000

Loss of Rent / Temporary Accommodation/Community Income/Storage
\$3,144,920

Catastrophe Insurance \$19,016,906

Deductibles: Community Property \$10,000

Machinery Breakdown \$1,000

Yes

No

Abstain

Premium: \$267,545 Flood Cover excluded. Machinery Breakdown was included in a separate policy previously, this is now consolidated. Public Liability, Fidelity Guarantee, Office Bearers Legal Liability and Government audit and legal expenses now covered under the individual Public liability policies.

Insurance report note: Successful renewal negotiation secured a rate reduction for the coming year via existing insurer CHU.

Statutory Motion Submitted by Committee

THAT the PTBC accepts the renewal invitation from CHU Underwriting Agency for Public Liability Insurance at a cost of \$25,785.00 (including GST, stamp duty and administration fee) and approve payment in full with the premium of \$12,595.00 (including gst, stamp duty and administration fee) being apportioned to the PTBC, and the balance being payable by the PBC \$13,190.00 Inc GST.

Period of Cover: 31/01/2024 to 31/01/2025

Liability to others to a limit of \$50,000,000

Voluntary Workers:

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

Government Audit Costs & Legal Expenses:

- Government Audit Costs \$25,000
- Appeal Expenses \$100,000
- Legal Defence Expenses \$50,000

Fidelity Guarantee \$100,000

Office Bearers Legal Liability \$10,000,000

Premium: \$25,785.00

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>
Abstain	<input type="checkbox"/>

GTP: 201

Lot Number: _____

Unit Number: _____

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.

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

- 1. 2024 - PTBC- Signed Finals**
- 2. 2024-2025 Renewal Report Sanctuary Cove Principal Body Corporate GTP 202 Sanctuary Cove Primary Throughfare Body Corporate GTP201**
- 3. Form 7 - Company Nominee - Fillable**
- 4. Proxy form - BC**
- 5. Information About Proxies**

SANCTUARY COVE
PRIMARY THOROUGHFARE BODY CORPORATE
(Sanctuary Cove Primary G.T.P. 201)
FOR THE YEAR ENDED 31 OCTOBER 2024
FINANCIAL STATEMENTS

SANCTUARY COVE PRIMARY G.T.P. 201
FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 OCTOBER 2024

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Sanctuary Cove Primary G.T.P. 201

BALANCE SHEET

AS AT 31 OCTOBER 2024

	ACTUAL 31/10/2024	ACTUAL 31/10/2023
<u>OWNERS FUNDS</u>		
Administrative Fund	64,908.67	337,639.08
Sinking Fund	1,882,894.90	1,578,838.77
TOTAL	\$ 1,947,803.57	\$ 1,916,477.85

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	14,477.17	19,223.05
Boq Ptbc Fix Term 1	500,000.00	500,000.00
Boq Ptbc Fix Term 4	200,000.00	0.00
Sccsl - 50% Shareholding	5,500.00	5,500.00
Macquarie At Call	1,549,192.30	1,686,726.93
Boq At Call Ptbc	1,006.85	1,006.85
Levies Billed Not Due	727,472.50	625,047.62
Other Arrears	614,574.19	0.00
Utility Arrears	136,909.55	92,799.15
Secondary Debtors	4,661.63	1,852.20
Accruals Receivables	32,484.02	779,024.54
Prepayments	181,397.50	243,842.63

TOTAL CURRENT ASSETS

3,967,675.71 3,955,022.97

NON-CURRENT ASSETS

TOTAL NON-CURRENT ASSETS

0.00 0.00

TOTAL ASSETS

3,967,675.71 3,955,022.97

CURRENT LIABILITIES

Gst Clearing Account	45,922.93	10,213.45
Provision - Income Tax	2,840.51	16,114.77
Creditors	996,975.68	396,696.67
Accruals	108,497.47	1,045,172.13
Levies Billed Not Due	661,338.64	568,225.10
Prepayments	(0.01)	(0.01)
Levies In Advance	204,296.92	2,123.01

Sanctuary Cove Primary G.T.P. 201

BALANCE SHEET

AS AT 31 OCTOBER 2024

	ACTUAL 31/10/2024	ACTUAL 31/10/2023
<u>TOTAL LIABILITIES</u>	2,019,872.14	2,038,545.12
<u>NET ASSETS</u>	<u>\$ 1,947,803.57</u>	<u>\$ 1,916,477.85</u>

Sanctuary Cove Primary G.T.P. 201

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 31 OCTOBER 2024

	ACTUAL 01/11/23-31/10/24	BUDGET 01/11/23-31/10/24	ACTUAL 01/11/22-31/10/23
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME - ADMINISTRATIVE FUND</u>			
Administrative Fund Levy	1,321,750.20	1,321,736.20	1,373,136.36
Mutual Revenue - Water	2,882,699.52	0.00	3,345,492.71
Mutual Revenue - Water Potable	450,411.50	0.00	458,872.76
Mutual Revenue - Water Waste	339,747.60	0.00	458,481.94
Non-Mutual Rev - Certificates	96.64	0.00	33.82
Non-Mutual Rev - Other	1,000.00	0.00	2,045.46
Non-Mut Rev-Interest Received	49,263.47	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	5,044,968.93	1,321,736.20	5,638,063.05
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting - Audit	3,544.43	3,352.00	3,309.50
Accounting - Tax Services	240.00	220.00	220.00
<u>ADMIN - BANK CHARGES</u>			
Admin - Bank Charges	128.27	209.00	119.72
Admin - Software Licence Costs	17,325.85	8,846.00	11,605.04
Admin - Meetings	261.82	365.00	278.19
Admin - It Maintenance Fees	10,608.96	11,000.00	10,720.88
Admin - Postage	132.43	240.00	170.84
Admin - Print/Copy Costs	1,087.22	1,200.00	1,030.16
Management Fees	414,233.30	403,841.00	454,034.44
Security Services Fees	78,830.16	78,816.00	66,280.75
Admin - Filing Fees	96.40	0.00	0.00
Consultant Services	0.00	10,000.00	9,235.00
Legal Services	4,432.50	10,000.00	20,042.00
Bad Debt Expense	1,815.00	0.00	2,090.00
Cleaning	5,217.60	0.00	1,775.00
Debt Collection Costs	0.00	500.00	0.00
Electrical - Contract	28,871.83	27,047.00	22,186.14
Electrical-Materials/Machinery	14,903.44	16,200.00	12,511.91
Fire Protection-Audit/Inspect	5,274.18	2,233.00	1,898.64
Fire Protection- Repairs & Sve	1,592.70	0.00	0.00
Gross Pollutant Trap - Mtce	1,169.40	1,573.00	1,237.84
Grounds & Garden - Contract	193,663.50	185,546.00	182,144.28
Grounds & Garden - Other	46,316.93	45,000.00	38,838.62
Grounds & Garden - Mulching	15,032.50	40,000.00	3,600.00

Sanctuary Cove Primary G.T.P. 201

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 31 OCTOBER 2024

	ACTUAL	BUDGET	ACTUAL
	01/11/23-31/10/24	01/11/23-31/10/24	01/11/22-31/10/23
Grounds & Garden - Tree Mgmt	37,612.44	30,000.00	26,300.00
Hire & Rental	591.99	1,782.00	6,426.88
Insurance - Brokerage	686.90	2,243.00	1,994.45
Insurance - Excess	1,976.42	10,000.00	(20,000.00)
Insurance- Premium	83,565.93	86,187.00	80,597.54
Income Tax Expense	13,979.47	0.00	0.00
Irrigation - Contract	38,856.70	48,891.00	74,506.74
Irrigation -Material/Machinery	20,670.15	20,000.00	2,505.04
Irrigation - Golf Lakes Mtce	48,378.48	31,200.00	37,414.86
Irrigation - A Class Water	10,482.14	45,990.00	6,157.89
Pest Control	2,380.00	2,200.00	1,200.00
Plumbing - Contract	15,429.88	13,132.00	7,993.12
Plumbing - Materials/Machinery	7,274.23	16,000.00	3,996.75
Mtce - Animal Management	146,580.71	100,000.00	109,065.16
Repairs & Maintenance	14,646.90	15,000.00	14,815.42
Rep & Mtce - Air Conditioning	4,301.71	5,500.00	2,978.43
Rep & Mtce - Electrical	4,800.93	5,000.00	1,794.50
Rep & Mtce - Fences	7,000.00	7,000.00	12,000.00
Rep & Mtce - Gates	49,032.90	45,000.00	38,935.56
Rep & Mtce - Cctv	766.08	5,000.00	0.00
Roads	9,793.00	30,000.00	6,194.53
Road Sanding	0.00	21,218.00	19,765.00
Road Sweeping	23,652.66	21,296.00	19,691.16
Signage	754.46	3,500.00	2,948.91
Waste Removal - Other	1,155.00	4,000.00	0.00
Land Holding - Land Tax	22,201.63	20,239.00	6,875.48
Land Holding - Rates	7,263.27	7,219.00	6,916.81
Utilities - Electricity / Gas	121,137.55	89,246.00	92,230.49
Utilities - Water	105,028.14	0.00	1,574.66
Utilities - Water Oncharged	3,672,859.69	0.00	4,262,847.41
Water Meter Reads	0.00	103.00	0.00
Workers Compensation	61.56	184.00	182.68
<u>TOTAL ADMIN. EXPENDITURE</u>	5,317,699.34	1,533,318.00	5,671,238.42
<u>SURPLUS / DEFICIT</u>	\$ (272,730.41)	\$ (211,581.80)	\$ (33,175.37)
Opening Admin. Balance	337,639.08	337,639.08	370,814.45
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 64,908.67	\$ 126,057.28	\$ 337,639.08

Sanctuary Cove Primary G.T.P. 201

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 31 OCTOBER 2024

	ACTUAL	BUDGET	ACTUAL
	01/11/23-31/10/24	01/11/23-31/10/24	01/11/22-31/10/23
<u>SINKING FUND</u>			
<u>INCOME - SINKING FUND</u>			
Sinking Fund Levies	951,150.20	951,150.00	849,999.99
Sinking Fund Discount	0.00	0.00	0.01
Mutual Rev - Rental Compound	69,999.96	70,000.00	41,774.17
Interest Earned	18,870.17	13,632.00	69,748.19
Non-Mutual Rev - Other	25,000.00	25,000.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	1,065,020.33	1,059,782.00	961,522.36
<u>EXPENDITURE - SINKING FUND</u>			
S/Fund Income Tax Expense	5,238.17	0.00	15,684.77
Consultant S/Fund Reports	94,840.00	20,000.00	4,850.00
Bridges	71,130.84	0.00	77,037.24
Buildings Ptbc	0.00	35,270.00	0.00
Building-Contractors Compound	0.00	0.00	231,212.98
Electrical Lights	87,596.24	0.00	44,956.80
Facilities Equipment	0.00	166.00	0.00
Insurance - Charges Recovered	0.00	0.00	(954.80)
Hydraulic/Electrical Supplies	2,305.26	0.00	5,732.01
Irrigation Control	46,401.92	0.00	1,050,578.43
Irrigation Valves	0.00	1,936.00	0.00
Landscape	121,205.68	30,000.00	51,695.57
Pathways	0.00	207,000.00	39,433.81
Pumps	5,914.50	10,000.00	79,885.80
Roadways-Kerbs & Gutters	3,340.00	0.00	58,980.00
Security System	102,485.57	0.00	28,654.14
Switchboard Meter	16,975.50	12,100.00	0.00
Vehicles	0.00	0.00	23,464.20
Walls Fences	194,570.52	350,000.00	68,314.63
Water Lines	8,960.00	0.00	0.00
Water Point	0.00	10,000.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	760,964.20	676,472.00	1,779,525.58
<u>SURPLUS / DEFICIT</u>	\$ 304,056.13	\$ 383,310.00	\$ (818,003.22)
Opening Sinking Fund Balance	1,578,838.77	1,578,838.77	2,396,841.99
<u>SINKING FUND BALANCE</u>	\$ 1,882,894.90	\$ 1,962,148.77	\$ 1,578,838.77

SANCTUARY COVE PRIMARY G.T.P. 201

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Basis and Conventions

Sanctuary Cove Primary G.T.P 201 ('The Body Corporate') is not a reporting entity because, in the Body Corporate Chairperson's opinion, there are no users dependent on general purpose financial statements. The Financial Statements are therefore "Special Purpose Financial Statements" that have been prepared solely to meet the requirements of the Sanctuary Cove Resort Act 1985.

No Accounting Standards have mandatory applicability and consequently none have been adopted, except as stated within these accounts.

The financial statements have been prepared on an accruals basis and are based on historical costs unless otherwise stated in the notes.

Accounting Policies

The significant accounting policies adopted are stated in order to assist in the general understanding of the Financial Statements. These policies have been consistently applied except as otherwise indicated.

Mutual Revenue - Water

This entity collects and on pays water charges to the service provider. Water expenses of \$3,672,859 (2023: \$4,262,847) and water revenue of \$3,672,859 (2023: \$4,262,847) have been included in the Financial Statements and have a Nil effect in the Financial Statements. Revenue and expense for water and water charges recovered is accounted for on receipt or issue of invoices and no adjustment is made for the accounting period to which it applies. Water expenses are costs which are not recoverable and are recognised in the Financial Statements under Utilities - Water, Water Meter Reads and Water Testing.

Taxation

The liability method of tax effect accounting has been adopted.

Income tax is payable by the Body Corporate on income received which is non mutual income of the Body Corporate such as interest received.

Income tax expense is calculated at the rate of 30% on taxable income. The income tax expense for the year was \$19,218 (2023: \$15,685).

Provision for income tax of \$2,840 (2023: \$16,115) has been recognised as the net tax payable by the Body Corporate.

GST

Revenue, expenses and assets are recognised net of the amount of GST. GST is accounted for on receipt or issue of invoices and no adjustment is made for the accounting period to which it applies. The net amount of GST recoverable from, or payable to, the ATO is included in GST Clearing A/c in the balance sheet.

SANCTUARY COVE PRIMARY G.T.P. 201

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Levies Billed Not Due

Levies Billed Not Due (if any) in the asset section of the Balance Sheet represents the total gross amount of levies invoiced (including GST) to members as at balance date which are not actually due until after the year end.

In the liability section of the Balance Sheet, the GST component of these invoices is recorded to the GST Clearing Account with the remaining net amount being recorded to a corresponding liability account, Levies Billed Not Due.

These amounts are recorded because the body corporate uses the GST accruals method which requires recognition of GST when invoices are issued by the body corporate.

Levies in Arrears / Other Arrears / Utility Arrears

The item shown as Levies in Arrears (if any) in the Asset section of the Balance Sheet represents the gross value of all levies in arrears as at year end.

Other Arrears (if any) are amounts charged to members for late payment penalties and/or external debt recovery expenses (e.g. legal fees) that have not been received at year end.

Utility Arrears (if any) are amounts charged to members for the late payment of utility invoices.

Levies in Advance

The item shown in Levies in Advance (if any) in the liabilities section of the Balance Sheet represents the gross value of levies which have been received in advance of their due date.

Other Payments in Advance

The item shown as Other Payments in Advance (if any) in the liabilities section of the Balance Sheet represents the gross value of levies which have been received in advance of their due date.

Comparative Information

Where the presentation or classification of non material items in the financial report has been amended from one year to the next, comparative amounts have been represented or reclassified to ensure comparability with the current reporting period.

2 ORGANISATION

The Sanctuary Cove Primary Thoroughfare Body Corporate is the controlling authority for overall management of the Sanctuary Cove Primary Thoroughfare. It is organised as a non-profit organisation for the purposes of maintaining and preserving common property of the body corporate. The Body Corporate, which operates according to the legislative stipulations of the Sanctuary Cove Resort Act 1985, began its operation on 11 June 1987.

The Sanctuary Cove Primary Thoroughfare Body Corporate consists of 4,250 lot entitlements.

SANCTUARY COVE PRIMARY G.T.P. 201

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

3 MEMBER'S LEVIES

The average quarterly levy per lot entitlement including GST, was \$147.07 (2023: \$143.85), of which \$77.75 excluding GST (2023: \$80.77) per lot entitlement was allocated to the administrative fund (administration fund) and \$55.95 excluding GST (2023: \$50.00) per lot entitlement to the sinking fund.

The annual budget and levies on proprietors are determined by the Executive Committee and are approved by Committee Members. The surplus/deficit of funds in the Administrative Fund at the end of the operating year will reflect a decrease/increase in levies in a subsequent year. Sinking Fund amounts are carried forward as a provision for future replacement and upgrade of asset infrastructure.

4 SINKING FUND

The Sanctuary Cove Primary Thoroughfare Body Corporate is responsible for replacement/renewal of its common infrastructure assets from time to time, based on a review of the condition and suitability of the common infrastructure assets.

The Sanctuary Cove Primary Thoroughfare Body Corporate also undertakes from time to time the introduction of new common infrastructure assets to support the growing nature of Sanctuary Cove Resort.

5 MANAGEMENT FEES

Management Fees and Security Services Fees recognised in the Administration Fund Income Statement include a net cost recovery of \$10,406 (2023: \$65,880). In accordance with the Administration and Management agreement, Sanctuary Cove Community Services Ltd and Sanctuary Cove Security Services Pty Ltd shall credit/invoice any surplus/shortfall in their financial statements to each stakeholders in pro rata proportion as a recovery of costs/return of fees.

Any adjustment that is required upon completion of the 2024 audit of Sanctuary Cove Community Services Ltd & its Controlled Entities will be made in the year ended 31 October 2025.

6	PREPAYMENTS	NOTE	2024 \$	2023 \$
	Security Services Fee		21,482	21,654
	Management Fees		124,532	109,850
		7	<u>146,014</u>	<u>131,504</u>
	Insurance Premium		14,381	19,997
	Land Tax		16,901	13,751
	Admin - Software Licence Costs		2,061	1,871
	Animal Management		-	76,720
	Other prepaid expenses		2,040	-
			<u>35,383</u>	<u>112,339</u>
	Total Prepayments		181,397	243,843

7 PREPAYMENTS/CREDITORS

Creditors balance as at 31 October 2024 includes the GST inclusive value for the prepayment expense of the Management and Security Fees of \$160,615 (2023 \$144,654). The GST exclusive amount of \$146,014 (2023 \$131,504) was recognised as a prepayment in Current Assets offsetting the amount recognised in Creditors. No adjustments were necessary or recognised.

SANCTUARY COVE PRIMARY G.T.P. 201

**NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 OCTOBER 2024**

8	ACCRUED RECEIVABLES	2024	2023
		\$	\$
	Accrued Bank interest	7,484	4,816
	Accrued Rebates	-	16,542
	Accrued Water Rechargeable	25,000	765,397
	Total Accrued Receivables	32,484	786,755
	Total	32,484	786,755
9	ACCRUALS	2024	2023
		\$	\$
	Administration Fund		
	Accounting - Audit	2,962	2,600
	Accounting - Tax services	240	220
	Admin - IT Maintenance Fees	396	-
	Admin - Print/Copy Costs	133	314
	Admin - Software Licence Costs	2,706	1,342
	Animal management	-	17,137
	Cleaning	500	-
	Consulting & Legal Fees	-	200
	Electrical - Contract & Materials/Machinery	764	836
	Fire Protection - Audit & Inspection	1,960	1,898
	Grounds & Garden - Contract & Other	6,013	3,600
	Insurance - Brokerage	178	-
	Irrigation - Maintenance	19,349	4,055
	Management Fees	10,392	-
	Plumbing - Contract & Material/Machinery	408	530
	Repairs & Maintenance	1,300	-
	Repairs & Maintenance - Electrical	-	150
	Rep & Maint - Air Conditioning	220	360
	Rep & Maint - Gates	2,525	4,338
	Road Sweeping	1,964	-
	Roads	1,160	1,641
	Utilities - Electricity/Gas	13,853	19,292
	Utilities - Water Oncharged	-	950,583
	Waste Removal - Other	459	-
	Total Administration Fund	67,482	1,009,096
	Sinking Fund		
	Bridges	8,250	2,450
	Consultant S/Fund Reports	26,670	-
	Irrigation Control	1,125	17,892
	Security System	2,171	-
	Switchboard Meter	2,800	-
	Vehicles	-	23,464
		41,015	43,806
	Total	108,497	1,052,902

SANCTUARY COVE PRIMARY G.T.P. 201

**NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 OCTOBER 2024**

10 CONTINGENT LIABILITIES

In the role of a body corporate, it is expected that from time to time legal disputes arise from various issues. The body Corporate believes that it is highly unlikely any material obligations currently exist as a result of any such disputes.

**DECLARATION BY THE BODY CORPORATE CHAIRPERSON
TO THE MEMBERS
SANCTUARY COVE PRIMARY G.T.P. 201**

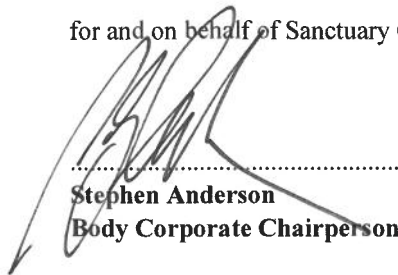
As detailed in Note 1 to the financial statements, the Body Corporate is not a reporting entity because in the Body Corporate Chairperson's opinion, there are no users dependent on general purpose financial statements. The financial statements are therefore "Special Purpose Financial Statements" that have been prepared solely to meet the requirements of the Sanctuary Cove Resort Act 1985.

The Body Corporate Chairperson of the Sanctuary Cove Primary Thoroughfare Body Corporate declares

- (a) the financial statements and notes as set out on pages 3 to 12 are in accordance with the Sanctuary Cove Resort Act 1985 and give a true and fair view of the body corporate financial position as at 31 October 2024 and of its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements.
- (b) there are reasonable grounds to believe that the body corporate will be able to pay its debts as and when they become due and payable.

Dated at Sanctuary Cove this 22ND day of NOVEMBER 2024.

for and on behalf of Sanctuary Cove Primary Thoroughfare Body Corporate by:-


.....
Stephen Anderson
Body Corporate Chairperson

**SANCTUARY COVE PRIMARY GTP 201
INDEPENDENT AUDIT REPORT**

Opinion

We have audited the balance sheet and the statements of income and expenditure of Sanctuary Cove Primary GTP 201 (“the Body Corporate”) for the year ended 31 October 2024, and notes to the financial statement, including a summary of significant accounting policies (together “the financial statement”).

In our opinion, the accompanying financial statement gives a true and fair view, in all material respects, the financial position of the Body Corporate and its financial performance for the year ended 31 October 2024 in accordance with the *Sanctuary Cove Resort Act 1985*.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in *Auditor’s Responsibility for the Audit of the Financial Statement* section of our report. We are independent of the Body Corporate in accordance with the ethical requirements of the Accounting Professional and Ethical Standard’s Board APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial statement in Australia, and we have fulfilled our ethical requirements in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to accompanying notes to the financial statement, which describes the basis of accounting. The financial statement has been prepared for the purpose of fulfilling the financial reporting responsibilities of those charged with governance and the requirements of the *Sanctuary Cove Resort Act 1985*. As a result, the financial statement may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Other Matters

The annual budget reported in the financial statement is unaudited.

Independence

We are independent of the Body Corporate in accordance with the ethical requirements of the Accounting Professional and Ethical Standard's Board APES 110 Code of Ethics for Professional Accountants (including Independence Standards) (the Code) that are relevant to our audit of the financial statement in Australia. We have also fulfilled our ethical requirements in accordance with the Code.

Responsibilities of Management and Those Charged with Governance for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with Australian Accounting Standards relevant to preparing such a financial statement, and for such internal control as management determines is necessary to enable the preparation of a financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is responsible for assessing the Body Corporate's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management neither intends to liquidate the Body Corporate or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Body Corporate's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statement.

Our audit does not include providing an opinion on whether the Sinking Fund levies for the year ended 31 October 2024 are reasonably based to meet future commitments.

As part of an audit in accordance with the Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Body Corporate's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Body Corporate's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statement or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statement, including the disclosures, and whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.


PKF (Gold Coast)



Marietta Phillips
Divisional Director of Audit & Assurance

22nd Day of November 2024

Insurance Program

Sanctuary Cove Primary Thoroughfare Body Corporate 201

Sanctuary Cove Principal Body Corporate GTP 202

**Renewal Submission Report
For the period 31/12/2024 to 31/12/2025**



Introduction

We are pleased to present this insurance Renewal Report for your consideration. The information used to negotiate terms follow our correspondence leading up to the renewal.

Each section of this Program deals with important aspects of your insurance requirements and should be carefully considered.

The Program contains insurance terms negotiated for Sanctuary Cove Principal Body Corporate GTP 202 & Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 for the below policies:

- Residential Strata
- Public Liability (GTP 201)
- Public Liability (GTP 202)

We are of the firm belief that notwithstanding the importance of cost factors, the protection of your asset structure and earnings record, at reasonable premiums, forms the basis of a well orientated and satisfactory Insurance Program.

Thus, when reviewing your Insurance Program, we recommend careful consideration is given to:

- The scope of protection you are purchasing;
- The level of Deductible/Excess you carry;
- Your sums insured which must be sufficient to comply with your Policy Terms and Conditions and fully protect your assets and liabilities.

Important

The following points should always be considered:

1. This Document does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts are evidenced by the policy documents, which are forwarded to you after we have received them from the Insurers and checked them for accuracy.
2. The Document is not intended to be a complete or exact guide to the terms, conditions, warranties and exclusions of your insurance contracts. These can only be determined by studying the policy documents.
3. The Document cannot be construed as legal evidence of insurance.
4. It is essential that you comply with all relevant laws, by-laws and regulations and that all due and reasonable precautions be taken for the prevention or mitigation of losses, as though you were uninsured. Failure to do so could prejudice your rights and entitlements under your insurance policies.
5. This Document is the property of Insurance Mentor (ABN 55 081 289 625) and is confidential to Sanctuary Cove Principal Body Corporate GTP 202 & Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201. Accordingly, no part of this Insurance Report should be reproduced, stored or transmitted in any form or by any means to any third party, by Sanctuary Cove Principal Body Corporate GTP 202 & Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201, including its officers and employees, without the express authorisation of Insurance Mentor.

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About Insurance Mentor

As business owners ourselves, we understand the importance of providing prompt, professional, efficient advice and service.

Insurance Mentor utilises a wide range of reputable authorised insurers, selected on the basis of the quality of their products and services. After objectively assessing our customer's needs, we can utilise the strengths and skills of the appropriate insurer to ensure we give the customer the right protection.

Our knowledge of the insurance industry and experience in designing and handling insurance programs for many customers, enables us to provide objective advice on selecting the right insurance program to adequately cover the customer's assets and liabilities.

We understand that your time is already scarce, and by ensuring we understand your business, we take care of all the details from choosing the right cover to the claims process itself.

About Resilium Insurance Broking Pty Ltd

Resilium Insurance Broking Pty Ltd is a registered General Insurance Broker (Financial Services Licence No. 460382) and a principal member of the National Insurance Brokers Association. As a member of NIBA we subscribe to and are bound by the NIBA Insurance Brokers Code of Practice, a full copy of which is available from the [NIBA Insurance Brokers Association \(NIBA\) website](#). We also abide by the General Insurance Brokers Code of Practice and are a member of the Australian Financial Complaints Authority (AFCA).

All Resilium Advisers are part of a national network giving our insurance advisers the benefits of maintaining their own local presence whilst being able to tap into a national buying group for products and services needed by their customers in today's complex business world.

Our Commitment To You

As your appointed General Insurance Advisers, we commit to undertake the following:

- Complete a full analysis of your insurable and uninsurable business risk exposures.
- Engage with you to establish your individual Risk Management philosophy and assist with the implementation of an appropriate risk control and transfer strategy. We present various excess options and recommend the structure that will suit your needs.
- Present recommendations and alternatives, then place your insurable risk programme with financially secure Insurers, according to your instructions
- When it comes time to claim, we clarify your entitlements, assist with the paperwork and provide assistance with the claims process to ensure payments are received promptly.
- Additional Risk Management, Professional Risk Surveying, Specialist Claims Management and OH&S Services are available through our trusted business partners.

If we provide you with personal advice on retail products, we will provide you additional disclosure information in this program.

Our Office

P: (07) 5688 0973

Ground Floor, Suite 7/20 Queensland Ave BROADBEACH QLD 4218

PO Box 150 BROADBEACH QLD 4218

www.insurancementor.com.au

Service Personnel

The service personnel responsible for your account are:

Lizzie Nelson –Director

Authorised Representative No. 400675

P: (07) 5688 0973

M: 0400 011 925

E: lizzie@insurancementor.com.au

Naomi Matsumura

Authorised Representative No. 1304107

P: (07) 5688 0973

E: naomi@insurancementor.com.au

Insured Names and Business Description

Unless shown otherwise all covers will be placed in the Name(s) of Insured and using the Description of Business outlined below. Please check the accuracy of both descriptions for the forthcoming insurance year.

It is essential that you advise our office of any alteration necessary to the Name of Insured or the Description of Business, and of any changes that may increase the original risk, including acquisitions or disposals, adoption or cessation of processes or systems. Your Insurers will assess and accept the risks at the quoted premiums based on the information given. Any variations of these details, if not advised to them, could result in an uninsured loss.

Insured

Sanctuary Cove Primary Thoroughfare Body Corporate 201

Sanctuary Cove Principal Body Corporate GTP 202

Business Description

All activities of the Insured, principally, but not limited to:

And all other activities incidental thereto or for which the Insured may be or may become involved.

Executive summary

Residential Strata – Infrastructure

This policy notes both Sanctuary Cove Primary Thoroughfare Body Corporate 201 and Sanctuary Cove Principal Body Corporate GTP 202 as insureds, and covers infrastructure owned by each Body Corporate.

During the 2024-2025 year the policy has incurred 2 claims, noted below:

21/10/2024 Mainline Water Leak Claim declined – gradual wear and tear

25/12/2023 Storm Damage \$30,282

You will note above that the mainline water leak has been declined. This declination has arisen due to the cause of the damage, which is gradual wear and tear. The repairer has confirmed that the pipe was White PVC Class 12, and this type of pipe has a thinner wall and is known to develop cracks over time.

All policies exclude damage caused by gradual wear and tear.

During the previous policy year an additional claim was incurred as follows:

12/05/2023 Accidental Damage \$40,650

The sum insured noted on the policy has been indexed by CHU at the standard 5%, noting the new total sum insured for Community property at \$139,774,265. During our pre renewal discussions we did not receive any instructions to update or amend this figure, however we can certainly do so. If the Body Corporate wishes to update this figure, please contact us immediately.

During our renewal negotiations we have successfully secured a rate reduction for the coming year via your existing Insurer, CHU:

Expiring 2023-2024 Premium \$260,035

Expiring Rate 2023-2024 0.163%

Renewal 2024-2025 Premium \$267,545

Renewal Rate 2024-2025 0.159%

CHU have also confirmed nil changes to the deductibles noted to the policy which are listed below for your reference purposes:

Community Property \$10,000

Machinery Breakdown \$1,000

Public Liability & Additional Covers

Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

This policy provides cover for the above-mentioned body corporate with regard to Public Liability to a limit of \$50,000,000.

Additional covers insured are noted below:

Voluntary Workers	Death	\$200,000
	Total Disablement	\$2,000/week
Fidelity Guarantee		\$100,000
Office Bearers Liability		\$10,000,000
Government Audit Costs and Legal Expenses	Government Costs	\$25,000
	Appeal Expenses	\$100,000
	Legal Defence Expenses	\$50,000

This policy has not incurred any losses during the year.

The renewal premium for this policy is \$12,595 which notes an increase in premium of \$110 compared to the previous period.

Sanctuary Cove Principal Body Corporate GTP 202

This policy provides cover for the above-mentioned body corporate with regard to Public Liability to a limit of \$50,000,000.

Additional covers insured are noted below:

Voluntary Workers	Death	\$200,000
	Total Disablement	\$2,000/week
Fidelity Guarantee		\$100,000
Office Bearers Liability		\$10,000,000
Government Audit Costs and Legal Expenses	Government Costs	\$25,000
	Appeal Expenses	\$100,000
	Legal Defence Expenses	\$50,000

This policy has incurred one notification during the year, reported in September 2024:

17/12/2023 Alleged Dog Attack to Security Services staff member

This claim is underway and has been investigated by the CHU panel lawyers, Colin Bigger & Paisley (CBP). It is the belief of the CBP that the PBC is not exposed here. Once CBP have received evidence which confirms that Security Services was notified of the dog and dog door, they will write to the Claimant's solicitors setting out the PBC position in respect of liability and requesting withdrawal of the claim.

CHU have raised a reserve for this matter of \$50,000, as well as \$25,000 for Defence Costs.

The renewal premium for this policy is \$13,190 which notes an increase in premium of \$705 compared to the previous period.

Premium Summary

Please find below a summary of your policy premium outcomes:

Insurance Policy	2023-2024 Premium	2024-2025 Premium
Residential Strata	\$260,035.00	\$267,545.00
Public Liability (GTP 201)	\$12,485.00	\$12,595.00
Public Liability (GTP 202)	\$12,485.00	\$13,190.00
Fee For Service	\$14,955.60	\$14,960.00
Total	\$299,960.00	\$308,290.00

Insurance Schedules

Residential Strata Schedule

NAME OF INSURED:	BODY CORPORATE FOR SANCTUARY COVE PRINCIPAL BODY CORPORATE - GTP 202 & SANCTUARY COVE PRIMARY THOROUGHFARE - GTP 201 and/or subsidiary and/or related Corporations as defined under Australian Corporations Law and/or financiers and all parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities.																																			
INSURER:	CHU Insurance																																			
POLICY NUMBER:	CA0006100145																																			
PERIOD OF INSURANCE:	From: 4pm 31 December 2024 To: 4pm 31 December 2025 Both Local Standard Time at the Insured's head office.																																			
SITUATION(S):	100 Sanctuary Cove Boulevard, Sanctuary Cove, QLD 4212																																			
POLICY WORDING:	CHU Community Association Insurance Plan - Custom																																			
POLICIES SELECTED:	<table> <tr> <td>Policy 1 – Community Property</td> <td></td> </tr> <tr> <td>Community Property:</td> <td>\$139,774,265</td> </tr> <tr> <td>Community Income:</td> <td>\$20,966,139</td> </tr> <tr> <td>Common Area Contents:</td> <td>\$1,397,743</td> </tr> <tr> <td>Policy 2 – Liability to Others</td> <td>Not Selected</td> </tr> <tr> <td>Policy 3 – Voluntary Workers</td> <td>Not Selected</td> </tr> <tr> <td>Policy 4 – Fidelity Guarantee</td> <td>Not Selected</td> </tr> <tr> <td>Policy 5 – Office Bearers' Legal Liability</td> <td>Not Selected</td> </tr> <tr> <td>Policy 6 – Machinery Breakdown</td> <td></td> </tr> <tr> <td>Sum Insured:</td> <td>\$250,000</td> </tr> <tr> <td>Policy 7 – Catastrophe Insurance</td> <td></td> </tr> <tr> <td>Sum Insured:</td> <td>\$19,016,906</td> </tr> <tr> <td>Extended Cover (Policy 7)</td> <td></td> </tr> <tr> <td>Loss of Rent & Temporary</td> <td>\$3,144,920</td> </tr> <tr> <td>Accommodation/Community Income/Storage:</td> <td></td> </tr> <tr> <td>Policy 8 – Government Audit Costs and Legal Expenses</td> <td>Not Selected</td> </tr> <tr> <td>Flood Cover:</td> <td>Excluded</td> </tr> </table>		Policy 1 – Community Property		Community Property:	\$139,774,265	Community Income:	\$20,966,139	Common Area Contents:	\$1,397,743	Policy 2 – Liability to Others	Not Selected	Policy 3 – Voluntary Workers	Not Selected	Policy 4 – Fidelity Guarantee	Not Selected	Policy 5 – Office Bearers' Legal Liability	Not Selected	Policy 6 – Machinery Breakdown		Sum Insured:	\$250,000	Policy 7 – Catastrophe Insurance		Sum Insured:	\$19,016,906	Extended Cover (Policy 7)		Loss of Rent & Temporary	\$3,144,920	Accommodation/Community Income/Storage:		Policy 8 – Government Audit Costs and Legal Expenses	Not Selected	Flood Cover:	Excluded
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Public Liability (GTP 201) Schedule

NAME OF INSURED:	BODY CORPORATE FOR SANCTUARY COVE PRIMARY THOROUGHFARE - GTP 201 and/or subsidiary and/or related Corporations as defined under Australian Corporations Law and/or financiers and all parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities.	
INSURER:	CHU Insurance	
POLICY NUMBER:	CA0006100146	
PERIOD OF INSURANCE:	From: 4pm 31 December 2024 To: 4pm 31 December 2025 Both Local Standard Time at the Insured's head office.	
SITUATION(S):	100 Sanctuary Cove Boulevard, Sanctuary Cove, QLD 4212	
POLICIES SELECTED:	Policy 1 – Community Property	Not Selected
	Policy 2 – Liability to Others	
	Limit of Liability:	\$50,000,000
	Policy 3 – Voluntary Workers	
	Death:	\$200,000
	Total Disablement:	\$2,000 per week
	Policy 4 – Fidelity Guarantee	
	Sum Insured:	\$100,000
	Policy 5 – Office Bearers' Legal Liability	
	Limit of Liability:	\$10,000,000
	Policy 6 – Machinery Breakdown	Not Selected
	Policy 7 – Catastrophe Insurance	Not Selected
	Policy 8 – Government Audit Costs and Legal Expenses	
	Part A: Government Audit Costs:	\$25,000
	Part B: Appeal expenses – common property health & safety breaches:	\$100,000
	Part C: Legal Defence Expenses:	\$50,000

Public Liability (GTP 202) Schedule

NAME OF INSURED:	BODY CORPORATE FOR SANCTUARY COVE PRIMARY THOROUGHFARE - GTP 201 and/or subsidiary and/or related Corporations as defined under Australian Corporations Law and/or financiers and all parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities.	
INSURER:	CHU Insurance	
POLICY NUMBER:	CA0006100147	
PERIOD OF INSURANCE:	From: 4pm 31 December 2024 To: 4pm 31 December 2025 Both Local Standard Time at the Insured's head office.	
SITUATION(S):	100 Sanctuary Cove Boulevard, Sanctuary Cove, QLD 4212	
POLICIES SELECTED:	Policy 1 – Community Property	Not Selected
	Policy 2 – Liability to Others	
	Limit of Liability:	\$50,000,000
	Policy 3 – Voluntary Workers	
	Death:	\$200,000
	Total Disablement:	\$2,000 per week
	Policy 4 – Fidelity Guarantee	
	Sum Insured:	\$100,000
	Policy 5 – Office Bearers' Legal Liability	
	Limit of Liability:	\$10,000,000
	Policy 6 – Machinery Breakdown	Not Selected
	Policy 7 – Catastrophe Insurance	Not Selected
	Policy 8 – Government Audit Costs and Legal Expenses	
	Part A: Government Audit Costs:	\$25,000
	Part B: Appeal expenses – common property health & safety breaches:	\$100,000
	Part C: Legal Defence Expenses:	\$50,000

Important Information

Privacy Policy

Introduction

Resilium Insurance Broking Pty Ltd respects the privacy of all personal information collected and is committed to managing that information responsibly. This Privacy Policy outlines how we manage personal information and comply with current legislation.

This Policy applies to any personal information you provide to Resilium Insurance Broking Pty Ltd and to any personal information we collect, use, disclose or handle about individuals from other sources. It does not apply to our employee records which are not subject to the Act.

Resilium Insurance Broking Pty Ltd is bound by the Privacy Act 1988 (Cth: 21-12-2001) which sets out standards to be met in the collection, use, disclosure and handling of personal information.

Information Collection

We will only collect and hold personal information that is necessary for us to have to attend to your insurance, risk management and related needs. This will include such information as your name, age, address, contact details, gender, employment, income, health and medical history, insurance and claims history, information about the subject matter of the insurance, credit card details and other relevant information.

We generally collect personal information directly from the relevant individual but in some cases, we may collect it indirectly from a third party. We will only collect sensitive information if you consent or other requirements under the Privacy Act have been met.

Information Use & Disclosure

We only use and disclose your personal information in accordance with the terms of the Privacy Act.

We use the personal information collected principally for the purpose of assessing and advising you on your insurance needs, approaching the insurance/reinsurance market and placing your insurance, handling insurance claims or for risk management. This may include identifying and providing you with information about other products or services that may help you to understand and make decisions about your insurance, risk management and related needs. Where necessary, we may disclose information about you to third parties. For example, information may be provided to insurers, reinsurers, insurance intermediaries, service providers, finance providers, consultants, advisers and agents. If you are proposing for insurance or renewing insurance, relevant or material information must be disclosed to the insurer under your legal duty of disclosure (for this purpose a special Duty of Disclosure notice will be provided to you).

We have a duty to maintain the confidentiality of our clients' affairs, including personal information. Our duty of confidentiality applies except where disclosure of personal information is with our client's consent or compelled by law.

Keeping Information Accurate

We endeavour to ensure that information we hold about you is accurate, complete and up to date whenever we collect, use or disclose it.

We will provide you with copies of insurance policies, schedules, benefit statements, renewal notices and invoices that show many of the items of primary information that we hold and give you the opportunity to identify any incorrect information. It is therefore important that you check these insurance documents carefully. In some instances, you (or another party on your behalf) will be asked to complete insurance declarations annually to update information.

To assist us to keep your personal information accurate and up to date, please also advise us of any changes as they occur.

Information Security

Your personal information may be stored in hard copy documents, as electronic data, or in our software or systems. We endeavour to protect any personal information that we hold from misuse and loss, and to protect it from unauthorised access, modification and disclosure. Some of the ways we achieve this are:

- Confidentiality requirements on our employees
- Policies on document storage security
- Security measures for access to our systems
- Only providing access once proper identification has been given
- Controlling access to our premises.

Openness

This Privacy Policy sets out how we manage your personal information and protect your privacy.

Should you require further information in relation to the sort of personal information we hold, and our management of this information please contact our Privacy Officer, identified at the end of this document.

Access & Correction

You have a right to access any personal information that we hold about you on written request, unless precluded by the Privacy Act. If we do not provide you with access, we will provide you with reasons for the refusal.

If you determine that the information, we hold about you is incorrect, we will take reasonable steps to correct the information.

Should you require access to your personal information please contact your account executive or our Privacy Officer. You may be required to provide suitable identification to enable us to protect the security and privacy of your personal information.

Transfer of Information Overseas

We may transfer your personal information overseas where it is necessary for the purposes described above. For example, some insurers are based overseas, and we need to provide your personal information to them to arrange your cover.

Dealing with us Anonymously

Our operational and legal obligations will generally require that you identify yourself to us for us to provide insurance broking and risk management services to or on your behalf.

Opting out of receiving Marketing Information

If we send you any information about services or products, or you do not want us to disclose your personal information to any other organisation (including related bodies corporate) you can opt out by contacting your Resilium Insurance Broking Pty Ltd adviser.

Complaints or Concerns

If you have any complaints or concerns about privacy matters, please advise us:

Online: www.resilium.com.au/privacy/

Phone: 03 9109 9939

Email: compliance@resilium.com.au

Conflict of Interest

We will contact you in a timely manner if we identify that there is or likely to be a conflict of your best interests and will only continue to provide services to you with your consent.

For more information regarding how we manage conflicts of interests please refer to our Financial Services Guide.

Changes and Developments

It is important that you advise us of any material alterations in the business or products or indeed any aspect which may have a bearing on the adequacy of your insurance program. Your insurers have assessed and accepted the risks based on the information given (particularly the above description) and any variation of these details could prejudice a claim. In general terms, these alterations may include:

- Acquisition of new companies and/or mergers or divestitures in which you are involved in Australia or overseas.
- Purchase, construction or occupancy of new premises: vacation, temporary unoccupancy, demolition, extension or alteration of existing premises.
- Increase in values in excess of insured limits for Buildings, Plant and Stock.
- Substantial removal of stocks or equipment to other locations.

Contractual liabilities, including leases, hiring agreements and the like.

Hire, lease or borrowing of plant or equipment, charter of aircraft or waterborne craft.

Granting of indemnities or hold - harmless agreements.

Substantial changes in processes, occupancy, products, or extension of business operations.

- Contractual liabilities, including leases, hiring agreements and the like.
- Hire, lease or borrowing of plant or equipment, charter of aircraft or waterborne craft.
- Granting of indemnities or hold - harmless agreements.
- Substantial changes in processes, occupancy, products, or extension of business operations.
- Alterations, amendment to or disconnection of fire or burglary protection systems.
- Proposed installation of pressure plant or new key machines.
- If Fidelity Guarantee is insured, any alteration to the system of checks, supervision, audits and the like must be advised to Insurers immediately.
- Any new Joint Venture.
- Issuance of any shares, debentures, ADR's, etc; issuance of a prospectus or Information Memorandum; listing on a stock exchange; issuance of a public or private offering.

The agreements referred to in the highlighted points above often contain obligations which are not immediately obvious. It is important that these agreements be referred to us so that we may assess the extent of your liability and determine whether your policies provide adequate cover. You may also need to obtain your own legal advice.

Building/Work

We would appreciate early advice of plans for new buildings or substantial alterations so that we may advise on suitable insurance and indemnity clauses to be included in the contract for your protection. We will also advise on the most economical approach to insurance and standards of protection and security.

Important Notices & Disclosure to Insurers

Introduction

Important Notices in this Section outline your rights and obligations in entering into insurance contracts. It is essential that you read these notices carefully and advise your Account Manager immediately if you make a further 'declaration' or have questions about general or policy specific important notices.

Duty of Disclosure

Your Duty of Disclosure – contracts of general insurance are subject to the Insurance Contracts Act. Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that you know or could reasonably be expected to know is relevant to the insurer's decision to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer
- that is of common knowledge
- that your insurer knows, or in the ordinary course of his business, ought to know
- as to which compliance with your duty is waived by the insurer.

Non-Disclosure

If you fail to comply with your Duty of Disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Comments

Your Duty of Disclosure is a serious matter as it may affect your rights when it comes to claims. For this reason, it should be given due importance by all management and senior staff.

It is imperative that past losses and claims information is kept up-to-date and fully disclosed to insurers. Whilst Resilium Insurance Broking Pty Ltd will maintain records of all losses/claims which occur during our appointment, Resilium Insurance Broking Pty Ltd does not accept responsibility for losses/claims occurring prior to appointment or for checking that full disclosure has been made regarding these.

As a result of these issues, we recommend that you:

- Supply all management and senior staff with a copy of the Duty of Disclosure
- Emphasise to them that the Duty of Disclosure applies not only on inception of the insurance but also when policies are varied or renewed
- Emphasise that the Duty of Disclosure is extremely important regarding issues of past claims, cancellation of insurance policies, premium penalties and any other matters which may influence the Insurer's acceptance of the risk (for example criminal convictions or insolvency or previous companies), and
- Ensure that an effective system is in place to bring all relevant matters to their attention.

If you have any doubts as to whether an issue is relevant, please discuss this with your insurance adviser.

Duty to Take Reasonable Care not to Make a Misrepresentation – Consumer Insurance Contracts (personal and domestic insurance)

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.

Your Duty of Disclosure – Other contracts

Please note that in relation to policies which are not governed by the Insurance Contracts Act 1984 such as marine insurance (other than marine inland transit insurance and pleasure craft insurance) and insurance required by statute, the insured still owes a Duty of Disclosure to the insurer. This is a duty to disclose to the insurer before the contract is concluded, every material circumstance which is known to the insured. Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether they will take the risk. The insurer may avoid the contract from inception if the insured fails to make such disclosure. In the case of insurance required by statute, such as compulsory third-party motor vehicle insurance, the insurer may have rights or recovery against the insured in the event of misrepresentation, misstatement or non-disclosure.

Disclosure – Subsidiary and Associated Companies

Your Duty of Disclosure – Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or associated company of the named insured, that subsidiary and/or associated company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations. Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy.

Essential reading of Policy Wording

We will provide you with a full copy of your policy as soon as it is received from the insurer. It is essential that you read this document without delay and advise your Adviser in writing of any aspects which are not clear or where the cover does not meet with your requirements.

Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any:

- Mergers or acquisitions
- Changes in occupation or location
- New products or services, or
- New overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult your adviser.

**PLEASE NOTE THAT YOUR DUTY OF DISCLOSURE ALSO APPLIES
WHEN YOU AMEND, ALTER OR ENDORSE A POLICY.**

Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights regarding a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore please advise your adviser accordingly.

Examples of these are "hold harmless" clauses which can be found in Lease Agreements, in maintenance or supply contracts from security or fire protection installers and in repair contracts. Please consult Resilium Insurance Broking Pty Ltd if you have any concerns.

Un-named Parties

Most policy conditions will exclude indemnity to other parties (e.g. Mortgagees, lessors, principals, etc) unless their interest is properly noted on the policy.

If you require the interest of a party other than the named insured to be covered, you must specifically request this.

Average/Co-Insurance

Some policies contain an Average/Co-Insurance clause meaning that you must insure for the full value of the property insured. If you under insure, your claim may be reduced in proportion to the amount of the under insurance.

The calculation of “full value” for the purposes and application of the Average/Co-Insurance clause may change from one policy to another. These variables must be considered when calculating the “full value” of your property. Please review these with your Adviser if you have any doubts. As an example, you may need to establish with us:

- the date from which Average/Co-Insurance clause would apply – it could be the date of loss/damage or the inception date of the policy
- the type of cover – for example, if your policy is arranged so that cover is on a “maximum loss” basis, then an Average/Co-Insurance clause would still relate to the full value of the property insured
- the basis of valuation. This may be “Indemnity” or “Reinstatement/Replacement”.

Note: Indemnity is defined as placing the insured in the same financial position after the loss, as applied before the loss (i.e., Not new for old replacement). “Reinstatement/Replacement” on the other hand means replacing the property destroyed or restoring the damage in new materials without any deduction for depreciation.

A simple example, illustrating the basic principle, application and effect of the Average/ Co-Insurance clause is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$ 500,000
Therefore, you would be self-insured for 50% of the full value.	
Amount of Claim, say	\$ 100,000
Amount payable by Insurers as a result of the application of Average/Co-Insurance (being 50% of the \$100,000)	\$ 50,000

Only 50% of the total damage would be payable by the insurers as a claim due to the underinsurance of the property.

Business Interruption Insurances

Some policies contain an Average/Co-Insurance clause which is fully set out in the “Basis of Cover” or “Policy Specification” of the policy. For the types of cover usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit; Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the “Trend of Business” or “Other Circumstances” clause.

Please contact your adviser should you have any concerns about the application of any Average/Co-Insurance clause.

Claims made during the period of insurance

This notice applies to any policy being placed or renewed that is arranged on a “claims made” basis. Examples of policies with claims made triggers are Directors and Officers Liability/Company Reimbursement, Superannuation Trustees Liability and Products Liability (exports to USA/Canada) policies. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provision of any clause/s relating to a “retroactive date” (see definition below).

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires) then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise your Adviser who will advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and **prior to the policy’s expiry date**.

If you are in doubt about the application of this clause to your policy, please contact your adviser.

Retroactive Date

The policy does not provide cover in respect of claims arising out of acts committed prior to any “Retroactive Date” specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

Regular Reporting Procedures

For premium calculation purposes and in maintaining policy control on whether coverage and amounts of insurance are adequate it is essential that reporting procedures are undertaken for the following classes of insurance at the appropriate intervals.

Industrial Special Risks

Annually at the time of the Policy renewal a declaration of:

- **Declaration of Assets** - the Replacement cost or Indemnity value according to the
 - basis on which the respective property is insured.
- **Declaration of Gross Profit** - a declaration of actual Gross Profit earned under the

- terms of the policy together with an estimate for the ensuing year.
- **Declaration of Payroll** - if dual wages basis of settlement applies then a declaration
 - of actual wages paid together with an estimate for the ensuing year.

Workers' Compensation

Annually at the time of Policy renewal a Declaration is to be provided for each State detailing the Occupational Classifications and the respective Gross Earnings paid under each classification during the year of insurance. An estimate of the Gross Earnings to be paid for the ensuing year is also required.

Motor Vehicle

Annually at the time of the Policy renewal, a declaration of vehicles insured.

Public Liability/Products Liability

Annually upon policy renewal a declaration of actual turnover for the preceeding year and an estimate of the turnover for the ensuing year.

Marine – Overseas

A Declaration of all shipments comprising imports, exports and sending's within Australia for the current year together with the estimated value of these shipments for the ensuing year.

Travel

Annually at the time of Policy renewal, a declaration of estimated of total number of overseas, interstate and intrastate trips and average duration for the coming 12 months.

Target Market Determinations (TMD)

A TMD is a document designed to outline who a financial services product (in this case an insurance policy) is appropriate for, and just as importantly who it is not designed for and provide any conditions around how the product can be distributed to customers.

TMD's are applicable for both Retail Insurance products and Retail Premium Funding products. TMD's must be made available to you if requested.

We will always refer to the product specific TMD when recommending a product.

By providing you with advice we are required to provide you with the following notice in relation to the Target Market Determination.

We have reviewed a Target Market Determination for this product and deem it appropriate for your requirements. The Target Market Determination (TMD) is a document set out by the insurer that details the specific market this product is designed for.

If you require a copy of the TMD please don't hesitate to contact us.'

*Please be aware TMD wording is applicable to some sections of some commercial polices (e.g. Vero glass, theft, property and commercial motor).

Claims Procedures

As the nature of accidents cannot be predicted or do not follow set patterns, it is impossible to give guidelines for procedures in every claim. However, procedures for some classes of insurance are provided to cover most circumstances. For any other claim involving other classes of insurance, the client should always contact the adviser without delay.

The Advisers Role In Claims

As an insurance adviser does not have authority to pay claims, the insurance advisers' role is one of providing advice and assistance to the insured. An insurance adviser will advise the Insured on the procedure to be followed in the event of a claim. In providing such advice and assistance it is imperative that the Insurance adviser remain aware of their legislative responsibilities as well as their responsibilities to their client. An insurance adviser will liaise with the Insured, insurance companies, loss assessors and adjusters regarding a claim. An insurance adviser is also able to assist determine policy coverage and assist the insured in claiming maximum benefits under their insurance policy.

General Claim Procedures

In the event of an incident that might give rise to a claim under a policy of insurance, the following general procedure is to be followed: -

- All circumstances which may have the potential to develop into a loss must be reported to your adviser who will in turn notify the insurance company without delay.
- All reasonable steps should be taken following an accident or loss to protect the property or person from any further damage or injury.
- Notify the Policy, Fire, Ambulance or SES immediately if required;
- Never admit liability or take action that may be seen as an admission of liability and do not attempt to negotiate with any third party.

Home and Contents

- Report to police within 24 hours and obtain the police report when available.
- Report to adviser, advising circumstances, nature and extent of loss.
- Take necessary actions and precautions to prevent and minimize further loss or damage.
- Adviser to advise insurer of claim
- The insurer may appoint an adjuster to investigate. Please preserve any evidence of loss or damage for investigation purposes.
- Adviser to forward the following claim documents to insured:
 - Claim Instructions
 - Claim Form
 - Forward the following claim documents to adviser:
 - Claim form duly signed and completed
 - Police Report
 - Where the claim is for Fire, the Fire Brigade Report Original invoices of damaged items
 - Quotations and or receipts of repairs or replacement of property or items
 - Photographs showing areas of damage
- Upon settlement of the claim, the client is to sign a release for settlement.

Motor Vehicle Claims

Accident Procedure

In the event of an accident, follow this procedure:

- If any person has been killed or injured, render any necessary assistance
- Stop and exchange name and address with any other party involved
- Do not admit liability or take any action that could be construed as an admission of liability
- Record the registration number and make of any other vehicle
- Ensure that you note the exact time and location of the accident, together the conditions of the road (for example, slippery following heavy rain)
- Record the names and addresses of as many witnesses as possible at the scene of the accident
- Report accident to police if required by the Traffic Act
- Note the name of the police officer, the police station, and the time and date of reporting
- Report the accident to your Insurance adviser or Insurance Company immediately
- Obtain a written quotation for the necessary repairs from a reputable repairer.

Theft Procedure

If you discover the theft of a motor vehicle:

- Report the theft to the police as soon as possible
- Note the name of the police officer, the police station, and the time and date of reporting

Windscreen Breakage

If your vehicle's windscreen is cracked or broken within 100kms of the Insured premises, follow the normal accident procedure. If the windscreen is broken on a trip and you cannot drive the vehicle any distance, take the vehicle to the nearest windscreen repairer to replace the windscreen. If the repairer is not prepared to carry out the work on a credit basis, it is expected, as a matter of prudence, that you would pay for the cost out of your own funds and seek reimbursement from the Insurance Company upon return from the trip.

Own Damage & Theft Claims

The process for motor vehicle insurance claims is as follows:

- Insured to complete a Motor Vehicle Accident Claim Form
- Attach the original quotation for repairs or the invoice or receipt for replacement of windscreen
- Check the details of the claim form
- Make any corrections as required
- Make a copy of the claim form and supporting document
- Notify your adviser or the insurance company immediately
- Leave the original claim form in the vehicle for the insurance assessor
- The insurance company will arrange for the insurance assessor to inspect the vehicle and authorise the necessary repairs to be carried out
- The assessor will collect the original claim form for the insurance company
- The assessor will authorise repairers to carry out the work
- The repairer will invoice the insurance company for the cost (less the excess amount)
- The repairer will invoice the insured for the excess
- The insured will arrange for the payment of the excess. The repairer will require payment of the excess before releasing the vehicle

Third Party Damage Claims

If you are involved in an accident with a third party and do not wish to claim under your own insurance: -

- Do not admit liability
- Advise your adviser and insurance company immediately
- Obtain a quotation for repairing your vehicle
- Send a Letter of Demand and the repair quotation to the third party

- Keep a copy of the quotation and the letter
- If the third party pays the cost of repairs the matter is settled
- If no response is received, a second letter of demand should be sent seven (7) days after the first one
- If they ignore the second letter, the matter should be referred to your solicitor

If you are involved in an accident with a third party and do not wish to claim under your own insurance: -

- Do not admit liability
- Inform your adviser and insurance company immediately
- Forward any writs, summons, letters of demand, repair quotations or invoices to the insurance company immediately

Personal Injury Claims

If a person who is not an employee of the insured is injured on the Insured's property or as a result of the company's actions use the following procedure:

- Complete a Report of Injury form covering full details of the accident and injury. The Report of Injury form should be completed by the injured person and should be sent to the insurance company via your adviser
- Under no circumstances should anybody admit any liability in respect of the injury nor give opinions on the question of liability. No payments are to be made as acts of grace or otherwise
- Inform your adviser of the accident. Your adviser will provide you with an appropriate claim form for completion
- Your adviser advises the Insurer of the incident
- The insurer decides whether the Insured is liable. The insurer may seek additional information from the claimant and the Company before deciding
- If the insurer accepts liability, the insured is advised accordingly when further documentation, if any, concerning the claim may be required to be lodged with the insurance company
- The insured completes a claim form and sends the documents to the insurer through the adviser
- The insurer processes the claim. Proceeds are normally made payable to the claimant and may be despatched directly to them by the insurer
- If the insurer declines a claim, the claimant is advised accordingly by the insurer and the matter is closed
- The claimant may take up the matter further directly with the insurer, either themselves or through a solicitor

Property Damage Claims

Property damage is covered under property insurance cover usually in the form of a Home and Contents or Business Insurance policy

- You notify the adviser of the claim
- Your adviser will notify the insurance company
- Your adviser will provide you with a claim form for completion along with any instructions for making a claim
- The insurance company may appoint an assessor to visit your premises and assess the damage
- You complete a claim form and supported by copies of purchase orders, quotations and invoices the claim is lodged with your adviser following the insurance assessor's visit if necessary
- The assessor will quantify the loss and make recommendations to the insurance company for settlement
- The insurance company processes the claim and forwards a settlement cheque to the insured deducting any excess applicable

Money Claims

In the event of a loss giving rise or likely to give rise to a claim:

- Immediately file a police report and render all reasonable assistance in the discovery and punishment of the perpetrator, and recovery of the money lost
- Notify the insurance company giving a description of the situation, and an indication as to the nature and extent of the loss or damage.
- Submit to the Company a detailed Statement of Claim including but not limited to:
 - A detailed description of the causation and situation leading to the loss.
 - The value lost.
 - Details of other insurance policies in force.
- Immediate action must be taken and put in place to minimize the loss and to prevent further loss
- At your expense produce to the Company such books of account and other business books, vouchers, invoices, balance sheets, and other documentary proof as may be required for the purpose of investigation and verification

Theft, Loss or Damage Claims

- Report theft, loss or damage to the police immediately. Note the name of the police officer and the date and the time of reporting
- Notify your adviser and insurance company immediately
- If necessary, the insurance company arranges for an assessor to visit the Insureds premises and assess the theft, loss or damage
- Obtain quotations to replace the items stolen or lost or to carry out the necessary repairs to equipment damaged and place a purchase requisition with the selected supplier or repairer
- Forward copies of quotations, purchase order and replacement invoices to the insurance company as soon you receive them
- You are required to complete a claim form and lodge it with your adviser supported by appropriate documentation, that is, copies quotations, purchase order and replacement invoices
- Your adviser will forward the claim form and supporting documents to the insurance company
- The insurance company processes the claim and forwards a settlement cheque to the insured after deducting any applicable excess

Workers Compensation Claims

A staff member who has sustained an injury or illness in relation to their employment and wishes to lodge a Workers Compensation claim should proceed with the following

- report the injury to your supervisor as soon as possible after the incident and complete a Report of Injury, Illness or Incident form
- Report the injury or illness to the Occupational Health & Safety Officer
- Report the injury or illness to your adviser and insurance company immediately
- Complete relevant claim forms and submit to the insurance company with a supporting Workers Compensation medical certificate
- It is important that claim forms, together with Workers Compensation medical certificates, are lodged as soon as possible after the accident or injury. Claims which are made more than six months after the injury will not be accepted by the insurer unless a reasonable cause for the delay can be shown.

Notification of Workers Compensation Claims to the Insurer

- The Occupational Health & Safety Officer should notify the insurer within 48 hours of receipt of a report of a significant injury. A significant injury is one where the staff member is unable to continue in their normal duties for 7 days or more.
- The insurer will allocate an incident or claim number to each reported claim. The Occupational Health & Safety Officer will notify the staff member of this claim number as soon as possible so they can advise their treating practitioners for invoicing purposes.

Forwarding Important Workers Compensation Documents

- Additional certificates and leave forms for further periods off work and accounts and receipts for subsequent medical treatment must be submitted immediately to the Occupational Health & Safety Officer. Claimants are advised to keep a copy of all documents submitted.
- Any absence from duty (even if only of short duration) arising from an accident or injury at work must be supported by a Workers Compensation medical certificate in order to be considered as workers' compensation leave. Leave forms for all time lost must be signed by the Occupational Health & Safety Officer together with the necessary medical certificates. Absences which are not supported by a medical certificate will be charged as another form of leave.
- Insurance claims processes require staff to continue to submit up to date Workers Compensation medical certificates up until they receive a final Workers Compensation medical certificate from the Nominated Treating doctor.
- Copies of any accounts, with the claim number noted on them should be kept by the staff member and forwarded to the Occupational Health & Safety Officer for passing onto the insurer for payment.

Liability Claims

It is vitally important that incidents (e.g. an accident involving a visitor to the University) which could give rise to a claim in the future are advised immediately to your adviser and Insurance Company to enable the correct procedures to commence. It is feasible that a statement of claim in the Courts could be received many years after the event and that witnesses' memories are dimmed by the passage of time. Therefore, immediate notification will give the Insurance Company the opportunity to take statements from witnesses whilst the incident is still fresh in their minds. Immediately following the occurrence of an incident that may give rise to a claim, the following should be undertaken:

- All reasonable steps should be taken following an incident to protect the person or property from further injury or damage.
- Advise your adviser and insurance company of the incident.
- Any correspondence received from third parties should be forwarded to the insurance company via your adviser for reply.

Major Uninsured Risks

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 - SCTP
- 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.

Insurance Related Terms

Your insurance policies and this report include terms which are peculiar to insurance and whilst your Adviser is always available to explain the meanings, detailed below for your guidance are explanations of the more common ones.

Adjustment Premium:	The premium determined after expiration of the policy on the declaration of details such as wages, stock values etc., or the loss experience under the policy. The original premium charged on such policies may be referred to as the advance premium, the base premium, the initial premium or the deposit premium.
Aggregate Limit:	The total amount of money an insurance company will pay under a liability policy for claims that arise.
Annual Premium:	The amount of premium that must be paid annually to meet the contractual requirements of the policy and keep it fully in force.
Assurance:	A term commonly used in England to distinguish life “assurance” from general (i.e., non-life) insurance.
Average Clause:	A clause in a policy requiring that, where property is insured for less than its full value, the Insured is required to bear a proportion of any loss. The proportion is the amount by which the property is under insured expressed as a percentage of its full value at the time of the loss.
Bona Fides:	Good faith.
Bonds:	<p>A surety bond is a contract of guarantee which has three parties:</p> <ul style="list-style-type: none"> § The Surety or guarantee, i.e., the Insurance Company. § The person who is to perform the subject matter of the bond, i.e., the Contractor. <p>The person in whose favour the bond is issued, i.e., the Owner or Obligee.</p> <p>Under a bond, the Surety undertakes to hold itself responsible up to the specified amount for the non-performance or malperformance of an expressed obligation; i.e., the obligation of the Contractor.</p>
Cancellation:	A complete termination of an existing policy before its expiration. Usually on the insured may cancel a policy if all premiums due have been paid.
Capacity:	The amount of insurance or reinsurance available from an individual underwriter or from the entire insurance market in a particular locality or country.
Claim:	A demand or notice of the right or alleged right, of any party to recover from an insurance company on account of an alleged loss resulting from a contingency or cause covered by the policy; or a demand by a third party against an Insured on account of loss, damage, or injury caused, or alleged to have been caused by the Insured and alleged to be covered by the Insured’s policy.
Claimant:	The party making a claim under an insurance policy. The claimant may be the Insured. Under liability policies, the claimant is a third party.

Claims Incurred But Not Reported ('IBNR'):	Claims resulting from accidents or occurrences which have taken place but of which the Insurer has not received notice or report of loss.
Compulsory Third Party Insurance ('CTP'):	<p>Insurance covering accidental bodily injury to or death of third parties as a result of a road traffic accident. All owners of motor vehicles using public roads in Australia are required to have CTP cover taken out in the state in which each vehicle owned is registered. Third party property damage insurance is not compulsory and is classified with comprehensive motor vehicle insurance. The parties involved in a road traffic accident are:</p> <ul style="list-style-type: none"> § First Party - the Insured or policyholder § Second Party - the Insurer § Third Party - all persons involved other than the driver of the vehicle at fault.
Consequential Loss:	A loss not directly caused by damage to property but arising as a result of such damage. For example, lost production and thus loss of profits following a factory fire. See Loss of Profits Insurance.
Contributory Negligence:	Lack of care on the part of the individual injured or suffering loss that helped to cause or aggravated the accident or loss.
Co-Insurance:	<p>It is common practice for insurance contracts to be subject to Co-Insurance or Average, which means that if the value of the property insured exceeds the sum insured, then you would be required to contribute proportionally to each and every loss.</p> <p>Your Account Manager can explain which policies include such a clause.</p>
Container Liability:	Covers contractual liability for loss of/or damage to hired/leased containers and additional costs incurred.
Contra Proferentem:	<p>"The words of deeds are to be interpreted most strongly against him who uses them".</p> <p>A rule of construction whereby in the event of an ambiguity it is to be read against the party who drafted the document.</p>
Cost, Insurance & Freight (C.I.F.):	The F.O.B. cost plus freight, insurance and all other charges for delivery to the declared port or final destination.
Cover:	The scope of the protection provided by an insurance contract.
Cover Note:	Temporary contracts to protect the Insured while the procedures for the preparation and issuing of the actual insurance policy are progressing.
Deposit Premium:	Certain policies are written under conditions, which provide that the final premium is not determined until the policy has expired. The premium charged at the inception of cover is the "advance" "professional" or "deposit" premium. The term is also sometimes used to refer to the initial premium paid by an applicant for life insurance which is held in suspense by the life company pending its acceptance or rejection of the proposal.

Defamation:	The act of publishing an utterance to a third party, including verbally, which causes injury to the honour or reputation of another. A defamatory statement can take two basic forms: a) Libel, which is a defamatory statement in permanent form such as in writing or by other media. b) Slander: defamation in transient form such as an oral communication.
Discovery:	Obtaining of information on oath from a party to legal proceedings.
Dual Basis Payroll:	This takes its name from the fact that indemnity is provided for payroll i.e., wages and salaries, during two separate periods. The first is the initial selected period e.g. 10 weeks beginning with the damage during which 100% of the rate of payroll is applied. After the initial period, the cover continues throughout the remainder of the full indemnity period but for a reduced proportion of the payroll. Cover is flexible as the initial period can be compressed or extended depending upon the effects of a loss.
Ejusdem Generis:	(Of the same kind). A rule of construction whereby words of a general nature following words of a particular meaning are construed to mean the same kind as the particularly defined words.
“Employers” Liability:	A prescribed class of insurance business commonly referred to as Workers’ Compensation insurance.
Endorsement:	Documentary evidence of a change to an existing policy, for example, change of address, increase in sum insured, etc. An endorsement may result in an additional premium, a return premium or no premium adjustment.
Equity:	(Natural justice). An additional body of rules formulated to supplement the rules and procedure of the common law.
Estoppel:	A rule of evidence by which the conduct of one party precludes him from denying that the facts are not otherwise than his conduct has led another to believe to the latter’s detriment.
Excess:	A policy condition whereby the Insured is required to pay a portion of the loss, as stipulated in the policy (e.g. the first \$50 of a motor vehicle damage claim), the Insurer paying the balance over that amount.
Exemplary Damages:	See Punitive Damages.
Ex gratia Payment:	A payment made for which the insurer is not liable under the terms of the policy. For example, a payment made in lieu of incurring far greater legal expenses in defending a claim.
Extra Cost Of Reinstatement:	Provides protection for additional cost to comply with Government Regulations following a loss e.g. your previous premises may have had a wooden staircase whereas current regulations require brick thus your initial sum insured should allow for reinstatement in brick.

Fire Brigade Charges (or Levies):	Amounts payable by insurance companies to fire brigade authorities by virtue of the various state governments.
Franchise:	A policy condition whereby no claim is admissible until the loss exceeds a specified amount, at which point the Insurer pays the full amount of the claim.
Free on Board (F.O.B.):	Relates to the cost and charges from the supplier's works, including the cost of the goods, cases, packing, rail, delivery charges, dock charges, insurance, customs and agents charges at the port of shipment. In other words, the total cost of the goods to be delivered to the vessel.
Fraud	A deliberate deception to gain an unfair or unlawful advantage.
False Arrest and False Imprisonment:	A wrongful act that deprives a person of his right of liberty is an actionable tort. Placing a person in a locked room or a locked part of the premises amounts to false imprisonment as in case of a department store who arrest a customer suspected of shoplifting. If they did not let the customer first leave the store, the customer could then claim that they intended paying for the item before leaving the store in which case there could be grounds for false arrest.
General Average:	A term used in Maritime Law to cover special claims. Briefly it means that if property or a vessel is sacrificed for the common good of all property on that vessel, then all parties involved will contribute to the loss of those whose goods were sacrificed i.e., if a ship carrying goods on your behalf is forced to jettison your goods for the safety of the ship as a whole, then the owners (or their insurers) of the other cargo on the ship would contribute so as to reduce your loss. Similar principles would apply for other owners if their cargo were jettisoned to protect yours.
Indemnity:	The principle of indemnity is to place the insured in the same financial position after a loss as that which he occupied immediately before the loss. That is the Insured does not receive "new for old".
Inherent Vice:	This term refers to a quality inherent in property that produces damage to the property without the assistance of an outside agency and by its own action e.g., Weevils in flour.
Insurable Gross Profit:	This term is used in the Business Interruption policy and comprises Net Profit plus the total of all expenses, which will not diminish proportionally with a reduction in turnover e.g. Rent and Rates. This is calculated by adding Turnover and Closing Stock less the sum of Opening Stock and the Uninsured Working Expenses.
Interrogatories:	Written questions put by one party, in an action to be answered on affidavit by the other on matters relating to the action.
Insurable Interest - General Insurance:	An interest in relation to, or liability with respect to the subject matter of insurance which is of such a nature that damage to the subject matter or injury or damage caused by or liability arising from the subject matter would result in tangible loss to the person concerned.
Malpractice:	Usually refers to a medical issue and relates to damages as a result of a claim arising out of a bodily injury or mental injury to or death of any patient caused by or allegedly arising out of any act, error or omission in professional services.

Material Fact:	In insurance, a material fact is something that “if known at the time when the negotiations took place, would have reasonably affected the minds of prudent and experienced insurers in deciding whether to accept the insurance or in fixing the rate of premium to be charged if the insurance was accepted”. The issue of ‘materiality’ is further covered by the provisions of the Insurance Contracts Act (1984).
Misdescription:	An error, mistake or misstatement in the description of any property, interest or liability. If the subject matter of a policy is so inadequately described that it cannot be identified with precision the policy may be voided. This is covered by the Insurance Contracts Act (1984).
Misfeasance:	The improper performance of a lawful act.
Negligence:	The failure to exercise the care that the circumstances demanded from the person concerned to enable him, in general terms, to avoid causing loss, damage or injury to another.
Non Disclosure:	Failure to disclose the existence of a particular fact that ought to be disclosed. It implies a keeping back or suppression and not an inadvertent omission to disclose it.
Nonfeasance:	Neglect or failure to carry out something that ought to be done, such as failure to repair a highway.
Nuisance:	Neighbouring landowners or occupiers have a duty to make reasonable use of their premises so as not to invade the rights of another. The activities of a neighbour that interfere with the occupier’s use and enjoyment of land are a private nuisance the remedy for which is an action for damages, or an injunction or both. This is distinguished from a public nuisance that is one which affects a large number of people and for which there is no right of action by an individual unless they can show they are affected more than other methods of the public.
Onus of Proof:	Burden or responsibility of proving.
Protection and Indemnity:	Covers liability to third parties arising out of the ownership of watercraft/vessels.
Proximate Cause:	The immediate or proximate cause (causa causans) i.e., an unbroken series of events leading to some happening as distinct from the remote cause (causa sine qua non), which only indirectly causes a loss or event.
Proper Law:	The proper law of a contract is the system of law by which the parties intend the contact to be governed, i.e., the system of law that applies in Australia, the United Kingdom or any other country that suits the purposes of the various parties to the contract.

Punitive Damages:	Punitive or exemplary damages are damages intended to punish the defendant for conduct showing a conscious and contumelious (insolent or reproachful) disregard for the rights of a plaintiff. They are intended to have a deterrent effect, both on the defendant concerned and on other potential defendants at large. They are also intended to soothe any urge for revenge felt by victims and to discourage “any temptation to engage in self-help likely to endanger the peace”. Exemplary damages are also called punitive damages, vindictive damages or retributory damages, and are often excluded from liability insurance policies.
Rectification:	The equitable remedy which allows either party to a document to have its provisions corrected so as to properly reflect the true nature of their agreement. A court will only order rectification if the party seeking its indulgence can prove that: (1) there was a final agreement, and (2) the failure to record the agreement in the document was due to the mutual mistake of both parties.
Res Ipsa Loquitur:	(The thing speaks for itself). A rule of evidence whereby the circumstances are such that prima facie loss or injury appears to have been due to the negligence.
Respondent Superior:	(Let the principal answer). A master is responsible to third parties for the acts of his employee committed in the course of the employment. If done in the employer’s interest, even if against his instructions, the employer is liable. This liability is extended by legislation in some states to prevent the employer claiming indemnity from a negligent employee and even to ‘hold harmless’ the employee.
Release:	A signed document accepting settlement for a loss.
Reinstatement and/or Replacement:	This is a method of insuring property on a “new for old” basis. In the event of a loss where property is insured under these conditions, settlement would be based on the cost of replacing the property or restoring the damage in new materials without any deductions for depreciation.
Strict Liability:	A liability owed to another under special circumstances although injury is caused without negligence or intention, e.g. where occupier of land brings on to it something liable to do injury to others if it escapes therefrom.
Subrogation:	The statutory or legal right of an Insurer to recover from a third party who is wholly or partially responsible for a loss paid by the Insurer under the terms of the policy. For example, when an Insurer has paid the Insured for loss sustained to his car as the result of a collision, the Insurer may collect through the process of subrogation from the person whose car caused the damage. Subrogation recoveries are treated as reductions of losses paid.
Third Party (Under A Liability Insurance Policy):	A person, not a party to the insurance contract, who has an alleged or actual right of action for injury or damage against the person insured under this policy.
Tort:	(A wrong). A civil wrong for which the remedy is a common law action for unliquidated damages, and which is not exclusively the breach of a contract, or the breach of a trust or other merely equitable obligation.

Trespass:	Trespass is an unlawful act committed with force or violence on the person, property or relative right of another. Trespass to the person has developed into torts of assault, battery and false imprisonment. Trespass to goods occurs when a person deliberately uses or otherwise interferes with goods in the possession of another. Trespass to land is the intrusion upon land occupied by another without invitation of any sort and without the occupier's consent.
Uberrimae Fidei:	In all contracts of insurance it is a fundamental principle that the parties must exercise the utmost good faith towards each other. Any material fact that would influence the parties to the contract must be disclosed; otherwise, there is ground for avoiding the policy.
Ultra Vires:	(Beyond the power). Any action in excess of legal authority.
Vicarious Liability:	Liability at law for the acts of another such as principal for agent, master for servant.
Volenti Non Fit Injuria:	(To a willing person no injury is done) If a person suffers harm after having consented to run the risk of this harm, he cannot subsequently succeed in a tort action for such harm; his consent will be raised against him as a general defence. In order that a defendant may succeed with a defence of consent, he must prove two things: (a) That the plaintiff knew there was a risk; (b) That he agreed to run the risk at his own expenses.
Underwriter:	One who determines the acceptability or retention of business. Loosely, one involved in setting premiums. Also used to denote an insurance company.
Waiver:	The giving up or abandoning some right or benefit either expressly or by conduct, which leads the other party to believe such right or benefit, is renounced or disclaimed.
Warranty:	A guarantee or assurance as applied to insurance where an insured warrants the truth of any statement or existence of any circumstances or performance of any matter at common law; such must be strictly and literally true or fulfilled, otherwise the policy may be avoided by the insurer. However, this is modified by the provisions of the Insurance Contracts Act (1984).
Writ:	A document in the Queen's name and under the seal of the Crown, a Court or an officer of the Crown, commanding a person to do or forbear from doing some act.



Company Nominee/Alternate Nominee

Sanctuary Cove Resort Act 1985, Building Units and Group Titles Act 1980

If you need help completing this form, please contact the Body Corporate Office on **07 5500 3333**.

Section 1 — Lot Details

Details of Lot.	Body Corporate Lot Number GTP/BUP Number Plan Number (if known) Address SANCTUARY COVE QLD 4212
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Section 2 — Registered Owner and Address Details

Details of Corporate Lot Owner.	Corporation Name ABN First/Alternate Nominee (cross out whichever not applicable) Address..... Suburb..... State Postcode
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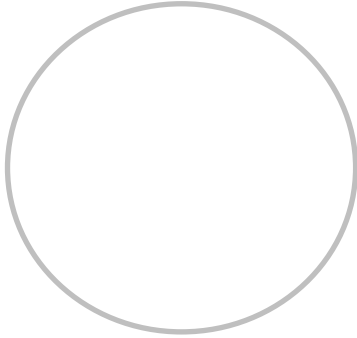
Section 3 — Company/Alternate Nominee

Details of Corporate Nominee.	Name..... Position (if applicable) Address..... Suburb..... State Postcode Email @ Phone Mobile
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(This is the person the corporation authorises to act on its behalf)
 For each alternate Company Nominee – please complete a separate form

Section 4 — Authority

Signed by the Lot Owner.	I/we acknowledge that: - I/We are the persons who have authority to complete this Company Nominee Form for the Lot and authorise the nominee to exercise or perform on its behalf any power, authority, duty, or function as advised on behalf of the company as owner of the lot, and to act as the Company Nominee. Dated (dd/mm/yyyy)..... The Common Seal of Pty Ltd. Was hereunto Affixed by authority of its Board of Directors In the Presence of: Signature Director (name) Signature Secretary/Authorised Person (name)
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Affix the company Common Seal

Section 5 — Contact

Please post to: **Sanctuary Cove Body Corporate Services, PO Box 15, SANCTUARY COVE QLD 4212** or scan and email to **enquiries@scove.com.au**

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary
Address of scheme: C/- Sanctuary Cove Primary B/C, PO Box 15 SANCTUARY COVE, QLD, 4212

Section 2 – Authorisation

Notes: 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 is insufficient space, please attach separate sheets.

I/we

Name of owner 1:

Signature: Dated: ___ / ___ / ___

Name of owner 2:

Signature: Dated: ___ / ___ / ___

being the Proprietor/s of the following Lot/s

Lot number/s: Plan number:

Name of Body Corporate:

SANCTUARY COVE PRIMARY

hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (including adjournments) at (please tick **one**)

- The body corporate meeting to be held on ___ / ___ / ___
- All body corporate meetings held before ___ / ___ / ___ (expiry date)
- All body corporate 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

unless I/we serve you with a prior written withdrawal of the appointment of Proxy.

Signature of proxy holder: Dated: ___ / ___ / ___

Residential address:

Suburb: State: Postcode:

Postal address:

Suburb: State: Postcode:

Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your proxy.

To authorise a proxy, you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence. Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners' corporations must keep the copy of the Proxy authorisation for 12 months.