

## **Body Corporate Certificate –**

### **For the sale of a lot under the *Building Units and Group Titles Act 1980***

#### **Important information for buyers**

**WARNING - YOU ARE STRONGLY ADVISED TO READ ALL THE INFORMATION PROVIDED TO YOU BY THE SELLER AND OBTAIN INDEPENDENT PROFESSIONAL LEGAL ADVICE BEFORE SIGNING THE CONTRACT**

The property to which this certificate relates is part of a plan regulated under the *Building Units and Group Titles Act 1980*. While the Body Corporate and Community Management Act 1997 applies to most community title developments in Queensland, the Building Units and Group Titles Act 1980 continues to apply to particular developments established under a combination of the *Building Units and Group Titles Act 1980* and special planning laws (known as the ‘specified Acts’), such as the Mixed Use Development Act 1993.

Owning a lot (for example, a unit, apartment or townhouse) in a plan comes with different rights and obligations to those associated with owning a property that is not part of a plan regulated under the *Building Units and Group Titles Act 1980*. This certificate contains important information about owning a lot in a plan under the *Building Units and Group Titles Act 1980*, as well as information specific to the lot you are considering buying.

It is important to understand that your body corporate is part of a broader development that is governed by its own specific legislation. You should ask your solicitor to provide advice on how your body corporate may be impacted by the legislation applying to the broader development, including additional by-laws and costs that may apply to your lot and body corporate. This certificate only relates to your rights and obligations under the *Building Units and Group Titles Act 1980*.

#### ***Membership of body corporate***

Upon becoming the owner of a lot in a plan under the *Building Units and Group Titles Act 1980*, you will:

- automatically become a member of the body corporate for the plan and can take part in the management of the plan;
- have to pay contributions towards the body corporate’s expenses in managing the plan;
- have to comply with the body corporate by-laws.

You should notify the body corporate that you have become the owner of a lot in the plan as soon as possible to ensure that you receive important notices from the body corporate, including agendas and voting papers for body corporate meetings and notices of contributions.

#### ***Short term letting in a plan***

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

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

Relevant planning and development documents can be obtained from the relevant local government.

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If you are considering purchasing a property for short-term letting, it is important you explore any approvals you will need or whether there are any rules prohibiting short term letting.

#### ***Obtaining further information***

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

- disputes relating to the plan;
- the need for major body corporate expenditure in the future;
- any legal action the body corporate may be involved in;
- orders made against the body corporate, or in relation to the plan, by a judicial or administrative authority.

To search the body corporate records, contact the person responsible for keeping the body corporate records stated in this body corporate certificate.

<b>Person responsible for keeping body corporate records</b>	<b>Name:</b>
	<b>Role (secretary, body corporate manager or other):</b>
	<b>Address:</b>
	<b>Phone:</b>
	<b>Email:</b>

Further information about your rights and obligations under the *Building Units and Group Titles Act 1980* and its regulation is available at [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate).

### **Property & Plan**

<b>Name of Plan that lot is part of</b>	
<b>Lot number and plan number</b>	<b>Lot:</b> <b>Plan number:</b>
<b>Plan format</b>	<input type="checkbox"/> Building Units Plan <input type="checkbox"/> Group Titles Plan
<b>Name and contact details of a person who has been appointed as body corporate manager (if any)</b>	<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b>

#### ***Lot entitlements***

As an owner of a lot in a plan, you are required to pay contributions to the body corporate to cover the body corporate's expenses.

Each lot owner's contribution to body corporate expenses is determined by the 'lot entitlements' allocated to the lot, relative to the total lot entitlements for all lots in the plan. Lots may have different lot entitlements and therefore pay different contributions towards the body corporate's expenses. You should be satisfied that the lot entitlements allocated to the lot you are considering buying are fair before you sign a contract of sale.

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<b>Lot entitlements</b>	<b>Lot entitlement for the lot:</b>  <b>Total lot entitlements for all lots:</b>
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***By-laws***

You must comply with the body corporate by-laws. Body corporate by-laws control and manage the use of lots, common property (for example, stairways, lifts, foyers, pool areas and gardens), services and facilities provided by the body corporate and body corporate assets. By-laws can cover a range of matters, including noise, pets, smoking, carrying out work on the lot (including renovations), and parking, so it is important that you understand them before signing a contract.

The body corporate may also make by-laws giving the owner of a lot (or the owners of several lots) the exclusive use and enjoyment or special privileges in respect of the whole or any part of the common property, upon conditions (including the payment of money at specified times or as required by the body corporate, by the owner/s of the lot or several lots) specified in the by-law. For example, a by-law may give an owner exclusive use of a courtyard, car park or storage area. Unless the by-law specifies otherwise, the owner or owners are responsible for maintenance responsibilities relating to, and establishing and maintaining suitable lawns and gardens on, the common property that is the subject of the by-law.

Depending on the specific legislation that governs the broader development that your body corporate is part of, you may also be required to comply with other by-laws. You should ask your solicitor or the body corporate for a copy of any other by-laws you must comply with.

**Insert or attach current body corporate by-laws, including by-laws giving exclusive use and enjoyment or special privileges in respect of the whole or any part of the common property.**

**Financial Information**

As an owner of a lot in a plan, you are required to pay contributions to the body corporate to cover the body corporate's expenses.

**CONTRIBUTIONS**

Your body corporate contributions may vary from year to year depending on the body corporate's anticipated expenses.

You may need to pay additional contributions if the body corporate has unexpected or additional expenses that were not budgeted for.

The contributions payable by the lot owner most recently determined by the body corporate appear below. Contributions are assigned to two different funds – an administrative fund for recurrent expenses and a sinking fund for capital and non-recurrent expenses.

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**ADMINISTRATIVE FUND CONTRIBUTIONS:**

Total amount of Administrative Fund contributions	Period	Number of instalments
\$		

**Due dates for contributions**

Amount	Due date	Paid	
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**SINKING FUND CONTRIBUTIONS:**

Total amount of Sinking Fund contributions	Period	Number of instalments
\$		

**Due dates for contributions**

Amount	Due date	Paid	
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**OTHER CONTRIBUTIONS:**

Total amount of other contributions (if any)	Date determined	Period	Number of instalments
\$			

**Due dates for contributions**

Amount	Due date	Paid	
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**DISCOUNTS**

Discount payable for timely payment of contributions	[x] %
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**OTHER AMOUNTS PAYABLE BY THE LOT OWNER**

<b>Other amounts payable to the body corporate by the lot owner for the current financial year:</b>	
<b>Amounts payable under an exclusive use by-laws:</b>	\$
<b>Amounts payable under service agreements (that are not included in contributions for the lot):</b>	\$
<b>Other amounts:</b>	\$

**Summary of amounts due but unpaid by the current owner**

If you buy a lot in a plan, you will become liable for any contributions or other amounts payable to the body corporate in relation to the lot that are due but unpaid when you become the owner. For instance, if body corporate contributions have been issued, but have not yet been paid by the previous owner when you become the owner, you will be liable for these contributions. You should ask your solicitor to arrange for appropriate adjustments to the purchase price to be made at settlement to account for any amounts due but unpaid at the time of settlement and then pay any outstanding amounts payable to the body corporate after settlement.

<b>Contributions:</b>	\$
<b>Other amounts (for example recovery costs):</b>	\$
<b>Total amounts due but not paid:</b>	\$

**Common Property and Body Corporate Assets**

When you buy a lot in a plan, you also obtain a share in the common property for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities.

The body corporate is responsible for maintaining the common property and body corporate assets and, in some situations, certain fixtures, fittings, doors and windows.

It is important to find out the costs for maintenance and general upkeep of the common property and body corporate assets, including costs for major future capital expenses that are likely to be required, as this will impact on future body corporate expenses and contributions payable by lot owners towards body corporate expenses.

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets.

If the sinking fund is inadequate at the time a replacement or repair is necessary, lot owners will be required to pay additional contributions.

Prior to signing a contract, you should make enquiries of the body corporate about unbudgeted anticipated expenditure and seek independent advice on whether the sinking fund balance is appropriate to meet likely future capital expenditure.

<b>Current sinking fund balance</b>	\$
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**Improvements to common property for which the lot owner is responsible**

A lot owner is responsible for maintaining improvements in or upon the common property for the benefit of that owner, unless excused by the body corporate.

Improvements to the common property for which the owner of the lot is response are listed below or attached.

**Body corporate assets (i.e. personal property vested in the body corporate)**

Insert details of assets or attach copy of the body corporate register of assets.

**Insurance**

***Body corporate insurance***

The body corporate for the plan must insure the common property under a damage policy to the reinstatement or replacement value. The body corporate must, in the case of a building units plan (for example, a multi-unit apartment building), also insure the building under a damage policy for the reinstatement or replacement value.

The body corporate must also take out public risk insurance covering the common property and any insurance required under the *Workers' Compensation and Rehabilitation Act 2003*.

**Does the body corporate insurance comply with statutory coverage requirements?**

Yes       No

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Details of the current policies of insurance that are held by the body corporate appear below. If no details are provided, you should seek legal advice prior to signing the contract.

<b>Details of all insurance policies taken out by the body corporate</b>								
<i>Type of Policy</i>	<i>Name of Insurer</i>	<i>Policy Number</i>	<i>Sum Insured</i>	<i>Amount of Premium</i>	<i>Excess payable on claim</i>	<i>Due date of premium</i>	<i>Date and amount of last valuation obtained by body corporate</i>	<i>Insurance broker: name and organisation (if relevant)</i>

**Lot owner and occupier insurance**

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot. The lot owner for a building on a lot on a group titles plan is responsible for insuring the building. The owner of a building on a lot on a group titles plan that has a common wall with a building on another lot or the common property on that plan must insure the building under a damage policy to the reinstatement or replacement value. More information is available from the Office of the Commissioner for Body Corporate and Community Management website [insert QR code for relevant page] or your solicitor.

**Body corporate agreements and arrangements**

Indicate whether any of the following agreements or arrangements are in place between the body corporate or the original owner and another person and provide details in the space below.

<b>An agreement/arrangement appointing a body corporate manager under section 50 of the Act?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>If yes, provide details of the prescribed arrangements (including any terms and conditions of the prescribed arrangements) and the cost or estimated costs of the prescribed arrangement to the owner of each lot:</i>
<b>An agreement/arrangement for carrying out the duties of the body corporate under section 37(1)(a), (b) or (c), for example, for gardening and the maintenance of the common property?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>If yes, provide details of the prescribed arrangements (including any terms and conditions of the prescribed arrangements) and the cost or estimated costs of the prescribed arrangement to the owner of each lot:</i>

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<p><b>An agreement/arrangement entered into pursuant to section 37(2)(a), (b), (c), (d) or (e) or section 38C, including:</b></p> <ul style="list-style-type: none"> <li>• for the provision of amenities or services by the body corporate to the lot or the owner or occupier of the lot,</li> <li>• to acquire and hold any personal property</li> <li>• to enter into hiring agreements and leasing arrangements</li> <li>• to accept or acquire a lease, licence or permit for the purposes of providing moorings for vessels</li> <li>• to borrow money.</li> </ul>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>If yes, provide details of the prescribed arrangements (including any terms and conditions of the prescribed arrangements) and the cost or estimated costs of the prescribed arrangement to the owner of each lot:</i></p>
<p><b>An agreement/arrangement for the protection of the parcel or any part thereof or of the security of the occupants of the lots?</b></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>If yes, provide details of the prescribed arrangements (including any terms and conditions of the prescribed arrangements) and the cost or estimated costs of the prescribed arrangement to the owner of each lot:</i></p>
<p><b>An agreement/arrangement for the conduct of a business upon the parcel of letting of lots on behalf of any owner of lots?</b></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>If yes, provide details of the prescribed arrangements (including any terms and conditions of the prescribed arrangements) and the cost or estimated costs of the prescribed arrangement to the owner of each lot:</i></p>
<p><b>An agreement/arrangement under which the rights of the owner of a lot are or are likely to be affected to a material extent?</b></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>If yes, provide details of the prescribed arrangements (including any terms and conditions of the prescribed arrangements) and the cost or estimated costs of the prescribed arrangement to the owner of each lot:</i></p>

**BODY CORPORATE AUTHORITY**

This certificate is signed and given under the authority of the Body Corporate.

Name \_\_\_\_\_

Position held \_\_\_\_\_

Signature/s \_\_\_\_\_

Date \_\_\_\_\_