BOARDWALK

BURLEIGH BEACH

DISCLOSURE STATEMENT

This document comprises of 2 parts:

- Part A – Disclosure Statement under Section 213 of the *Body Corporate and Community Management Act 1997*;
- Part B – General Information about the Scheme and the Development.

Each of Parts A and B are separate and distinct disclosures made by the Seller to you.

Important Note: Any plans contained in this Disclosure Statement are subject to the provisions of the Contract.

The Buyer warrants having received this Disclosure Statement before signing a contract to buy the proposed lot.

_____

_____
Signed by the proposed Buyer

Date:_____

HICKEY LAWYERS

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Part A – Disclosure Statement under Section 213 of the *Body Corporate and Community Management Act 1997*

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Document A1
Disclosure Statement

This is a disclosure statement to the Buyer by the Seller under Section 213 of the *Body Corporate and Community Management Act 1997*

IN THIS STATEMENT:-

Buyer means

NAME: _____

ADDRESS: _____

_____

Proposed Lot means

proposed lot _____ in the Proposed Scheme the subject of the contract (within the meaning of section 213(1) of the *Body Corporate and Community Management Act 1997*) between the Seller and Buyer identified on the proposed plan in Document A4 of Part A of the Disclosure Statement.

Proposed Scheme means

the proposed Boardwalk Burleigh Beach Community Titles Scheme.

Seller means

Tuggeranong Development Corporation Pty Ltd ACN 129 458 448 as trustee under instrument 711834053

Seller's address:

c/- Hickey Lawyers, Level 6 Corporate Centre One, Cnr Bundall Road & Slatyer Avenue, Bundall, Qld 4217

Sunset Date:

Means the date that is five and one half years from the date of the contract for the purchase by the Buyer from the Seller of the Proposed Lot.

STATEMENT

The Seller informs the Buyer in accordance with Section 213 of the *Body Corporate and Community Management Act 1997* as follows:-

1. **Body Corporate Levies**

The amount of annual contributions reasonably expected to be payable to the body corporate of the Proposed Scheme (**Body Corporate**) by the owner of the Proposed Lot are:

1.1 **Administrative Fund**

The Administrative Fund Levy for the Proposed Lot for the first 12 months of the Proposed Scheme is estimated to be the amount set out in the column titled "Administration Fund inc GST by CSLE" which corresponds with the Proposed Lot number in the schedule of levies in Document A3 of Part A of this document ("the Schedule"). The amount shown as the annual administrative fund levy in the Schedule that corresponds with the Proposed Lot number is based on the contribution schedule lot entitlements for the lots included in the Proposed Scheme.

1.2 **Sinking Fund**

The Sinking Fund Levy for the Proposed Lot for the first 12 months of the Proposed Scheme is estimated to be the amount set out in the column titled "Sinking Fund inc GST by CSLE" which corresponds with the Proposed Lot number in the Schedule. The amount shown as the annual

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sinking fund levy in the Schedule that corresponds with the Proposed Lot number is based on the contribution schedule lot entitlements for the lots included in the Proposed Scheme

1.3 **Insurance Fund**

The Insurance Levy for the Proposed Lot for the first 12 months of the Proposed Scheme is estimated to be the amount set out in the column titled "Insurance Fund inc GST by ISLE" which corresponds to the Proposed Lot number in the Schedule. The amount mentioned in the Schedule for the Insurance Levy that corresponds with the Proposed Lot is based on the interest schedule lot entitlements for the lots included in the Scheme.

1.4 **Utility Costs**

The Body Corporate may appoint a service contractor to supply electricity and other utilities for the Scheme and manage on behalf of the Body Corporate the reading of meters and the distribution and recovery of utility accounts. Details are included in clause 2.4 of this Statement.

2. Proposed Engagements

Details of any proposed engagement of a person as a body corporate manager or service contractor for the Proposed Scheme are as follows:-

2.1 **Body Corporate Manager**

(a) The Seller proposes to cause the Body Corporate to engage a body corporate manager, being Stewart Silver King and Burns. The terms of the engagement will generally be on terms similar to those in the Administration Agreement contained in Document A5 of Part A of the Disclosure Statement ("the Proposed Administration Agreement").

(b) The estimated cost of the engagement of the body corporate manager to the Body Corporate of the Proposed Scheme for the first 12 months of the Proposed Scheme will be approximately $27,456.00 (inclusive of GST) ("the Proposed Administration Agreement Fee") being secretarial and administration set up fees to be increased according to the terms of the proposed Administration Agreement.

(c) The proportion of the total cost to be borne by the owner of the Proposed Lot will be, the proportion calculated by dividing the proposed contribution schedule lot entitlement of the Proposed Lot by the total contribution schedule lot entitlement of the Proposed Scheme. The approximate amount to be paid by the owner of the Proposed Lot for the first 12 months of the Proposed Scheme will be the amount shown in the column titled "Body Corporate Manager Inc GST" in the schedule of proposed contributions located at Document A3 ("Schedule") that corresponds with the relevant lot number.

2.2 **Caretaker**

(a) The Seller proposes to cause the Body Corporate to engage a service contractor, being a person or entity (which may include the Seller) which the Seller in its absolute discretion may decide, following establishment of the Proposed Scheme. The terms of the engagement will generally be on terms similar to those in the form of caretaking agreement contained in Document A6 of Part A of the Disclosure Statement.

(b) The estimated cost of the engagement of the service contractor to the Body Corporate of the Proposed Scheme for the first 12 months of the Proposed Scheme will be $140,800.00 (plus GST) ("the Proposed Caretaker's Fee") to be increased according to the terms of the proposed Caretaking Agreement.

(c) The proportion of the total cost to be borne by the owner of the Proposed Lot will be, the proportion calculated by dividing the proposed contribution schedule lot entitlement of the Proposed Lot by the total contribution schedule lot entitlement of the Proposed Scheme.

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The approximate amount to be paid by the owner of the Proposed Lot for the first 12 months of the Proposed Scheme will be the amount shown in the column titled "Manager Fees Inc GST" in the schedule of proposed contributions located at Document A3 ("Schedule") that corresponds with the relevant lot number.

2.3 Letting Authorisation

The terms of the proposed authorisation of a person as a letting agent for the Proposed Scheme which is intended to be given after the establishment of the Proposed Scheme are:

(a) The Seller proposes to cause the Body Corporate to authorise a person as a letting agent, being such person or entity (which may include the Seller) as the Seller in its absolute discretion may decide, following the establishment of the proposed Scheme;

(b) The terms of the authorisation will generally be in accordance with the form of letting agreement contained in Document A7 of Part A of the Disclosure Statement;

(c) There will be no cost to the Body Corporate for this engagement. The Buyer (and other owners of other lots) may be liable to pay a letting fee to the letting agent to be negotiated with the letting agent, in the event that the Buyer or lot owner wishes to use the services of the letting agent.

2.4 Utilities Manager/Supplier - Electricity

(a) The Seller intends to cause the Body Corporate to engage a service contractor being METER2CASH SOLUTIONS PTY LTD ACN 130 008 196 following establishment of the Scheme. The terms of the engagement will generally be on terms similar to those in the form of the agreement contained in Document A8 of Part A of the Disclosure Statement.

(b) The estimated cost of the engagement of the service contractor to the Body Corporate of the Scheme for the first 12 months after registration of the plan creating the Proposed Lot will be $1,800.00 plus GST for electricity supply tendering and the charges payable by the Body Corporate in respect of services provided to the Body Corporate/common property.

(c) The charges payable by a lot owner or lot occupier under this arrangement are:

- consumption costs – the cost is unknown as it depends upon the amount of consumption and the relevant charge for consumption costs at that time;
- a service fee of:
  - $156.00 plus GST per lot per annum for monthly billing for one utility;
  - $116.00 plus GST per lot per annum for quarterly billing for one utility;
- account application fee - $25.00;
- reminder notice fee - Posted- $3.00 per notice;
- disconnect warning letter fee including bill copy –$10.50 per notice;
- disconnects via switch fee- $50.00 per visit;
- reconnects via switch fee- $50.00 per visit;
- final demand letter and invoice reminder fee- $25.00 per letter;
- outbound debt call- $5.00 per call; and
- security deposit – unknown as agreed with client.

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All fees are to be reviewed annually on 30 June each year by changes in the CPI or as otherwise agreed in writing. The consumption costs are adjusted in accordance with the variations to the tariff as announced by the Queensland Government.

(i) A contingent liability should the Body Corporate or service contractor terminate the agreement. If the agreement is terminated, the Body Corporate will be required to pay an early termination fee to the service contractor upon which payment, the ownership in the utilities metering systems will pass to the Body Corporate. The exact amount will be determined on a sliding scale depending upon when the agreement comes to an end. The scale is set out in the agreement at Document A8 of Part A of this Disclosure Statement.

(d) The proportion of the total cost to be borne by the owner of the Proposed Lot will be:

- for those costs separately payable in respect of an individual lot – the costs described above;
- for those costs described above that are payable by the Body Corporate (for example common property electricity and the contingent liability if the agreement is terminated) the proportion calculated by dividing the contribution schedule lot entitlement of the Proposed Lot by the total contribution schedule lot entitlement of the Scheme.

2.5 **Proposed Stormwater360 Australia Agreement**

(a) The Seller intends to cause the Body Corporate to enter into or take an assignment of an agreement with Stormwater360 Australia to provide a proprietary devices maintenance management plan to the Proposed Scheme or to cause the Body Corporate to enter into a deed poll in favour of Stormwater360 Australia covenanting to abide by the terms of the Maintenance Agreement. The terms of the engagement will generally be on terms similar to those in the proposed agreement contained in Document A9 of Part A of this Disclosure Statement ("the Proposed Stormwater360 Australia Agreement").

(b) The estimated cost of the engagement of the service contractor to the Body Corporate of the Proposed Scheme for the first 12 months of the Proposed Scheme will be:-

- $5,592.00 (plus GST) per annum
- an additional annual charge of $200 for Authorised Additional Services may also apply

(c) The proportion of the total cost to be borne by the owner of the Proposed Lot will be, the proportion of the cost to the Body Corporate calculated by dividing the proposed contribution schedule lot entitlement of the Proposed Lot by the total contribution schedule lot entitlement of the Proposed Scheme.

2.6 **Utilities Manager/Supplier - Water Heating and Gas Supply**

(a) The Seller intends to cause the Body Corporate to enter into or assume the rights, liabilities and obligations of an agreement with Origin Energy Retail to provide a central hot water system and gas supply to the Proposed Scheme. The terms of the engagement will generally be on terms similar to those in the proposed Origin agreement contained in Document A10 of Part A of this Disclosure Statement ("the Proposed Origin Agreement").

(b) There will be no direct costs of the Agreement to the Body Corporate. It is anticipated that the costs will be incurred by the owner of the Proposed Lot on a user pays basis. However, charges may be incurred by the Body Corporate for the energy costs to heat hot water to the common property facilities and gas supplied to the common property. There may also be costs incurred by the Body Corporate in accordance with the Proposed Origin Agreement if the Proposed Origin Agreement is brought to an end by the Body Corporate or where the Hot Water Management fee or Gas Management Fee becomes payable pursuant to the terms of the Proposed Origin Agreement.

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2.7 **Queensland Fire and Rescue Service Alarm Management Agreement**

(a) The Seller may cause the Body Corporate to take an assignment of an engagement of a service contractor being the State of Queensland acting through Department of Community Safety (Queensland Fire and Rescue Service) (ABN 93 035 163 778) following establishment of the Proposed Scheme. The terms of the engagement will generally be on terms similar to those in the form of the agreement contained in Document A11 of Part A of this Disclosure Statement.

(b) The estimated cost of the engagement of the service contractor to the Body Corporate of the Proposed Scheme for the first 12 months of the Proposed Scheme will be:-

- $3,000.00 to $3,500.00 per annum
- Additional one off charges may also apply (e.g. false alarm call out)

(c) The proportion of the total cost to be borne by the owner of the Proposed Lot will be, the proportion of the cost to the Body Corporate calculated by dividing the proposed contribution schedule lot entitlement of the Proposed Lot by the total contribution schedule lot entitlement of the Proposed Scheme.

2.8 **Proposed Master Developer Agreement (New Developments) with NBN Co Limited**

(a) The Seller intends to cause the Body Corporate to enter into or take an assignment of an agreement with NBN Co Limited to provide internet services to the Proposed Scheme or to cause the Body Corporate to enter into a deed poll in favour of NBN Co Limited covenanting to abide by the terms of the Proposed NBN Agreement. The terms of the engagement will generally be on terms similar to those in the proposed General Conditions contained in Document A12 of Part A of this Disclosure Statement ("the Proposed NBN Agreement").

(b) There will be no direct costs of the Agreement to the Body Corporate. It is anticipated that the costs will be incurred by the owner of the Proposed Lot on a user pays basis. However, charges may be incurred by the Body Corporate for the energy costs to provide internet services to common property facilities. There may also be costs incurred by the Body Corporate in accordance with the Proposed NBN Agreement if the Proposed NBN Agreement is brought to an end by the Body Corporate.

3. Body Corporate Assets

3.1 There are no assets proposed to be acquired by the Body Corporate after the establishment of the Proposed Scheme are.

3.2 The Seller may provide certain furniture and other assets to the Body Corporate as determined by the Seller in its discretion at no cost.

4. Community Management Statement

The proposed Community Management Statement for the Proposed Scheme is contained in Document A2 of Part A of this document. The contribution schedule lot entitlements and the interest schedule lot entitlements for lots included in the Proposed Scheme are set out in the Community Management Statement in Document A2 of Part A of this document.

5. Regulation Module

The Accommodation regulation module shall apply to the Proposed Scheme.

6. Date by which Seller must settle Contract

The date by which the Seller must settle the Contract for the sale of the Proposed Lot as provided under Section 217B of the Body Corporate and Community Management Act 1997 is the Sunset Date as set out at the beginning of this Disclosure Statement.

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7. **Other Matters**

There are no other matters prescribed under the Accommodation regulation module to be included in this Statement.

SIGNED by the Seller or a person authorised by the Seller _____

Date: _____

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Document A2
Proposed Community Management Statement

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QUEENSLAND LAND REGISTRY
Body Corporate and Community Management Act 1997

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3
Page 1 of 29

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Boardwalk Burleigh Beach Community Titles Scheme [ ]

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Boardwalk Burleigh Beach Community Titles Scheme [ ]

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Boardwalk Burleigh Beach CTS [ ]	Ward	Gilston	[To Issue]
Lots 1 to 128 on SP 278154	Ward	Gilston	[To Issue]

5. #Name and address of original owner

Tuggeranong Development Corporation Pty Ltd
ACN 129 458 448 as trustee

6. Reference to plan lodged with this statement

SP 278154

first community management statement only

7. Local Government community management statement notation

..... signed

..... name and designation

..... name of Local Government

8. Consent of body corporate

Tuggeranong Development Corporation Pty Ltd ACN 129 458 448

.....
Witness

/ /
Execution Date

.....
***Execution**

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

Privacy Statement
Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 278154	85	65
Lot 2 on SP 278154	105	103
Lot 3 on SP 278154	76	55
Lot 4 on SP 278154	69	42
Lot 5 on SP 278154	69	42
Lot 6 on SP 278154	76	56
Lot 7 on SP 278154	76	56
Lot 8 on SP 278154	85	87
Lot 9 on SP 278154	85	93
Lot 10 on SP 278154	76	55
Lot 11 on SP 278154	76	55
Lot 12 on SP 278154	69	43
Lot 13 on SP 278154	69	43
Lot 14 on SP 278154	76	56
Lot 15 on SP 278154	76	56
Lot 16 on SP 278154	85	89
Lot 17 on SP 278154	85	94
Lot 18 on SP 278154	76	55
Lot 19 on SP 278154	76	56
Lot 20 on SP 278154	69	44
Lot 21 on SP 278154	69	44
Lot 22 on SP 278154	76	57
Lot 23 on SP 278154	76	57
Lot 24 on SP 278154	85	90
Lot 25 on SP 278154	85	96
Lot 26 on SP 278154	76	56

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Lot on Plan	Contribution	Interest
Lot 27 on SP 278154	76	60
Lot 28 on SP 278154	69	45
Lot 29 on SP 278154	69	45
Lot 30 on SP 278154	76	57
Lot 31 on SP 278154	76	57
Lot 32 on SP 278154	85	92
Lot 33 on SP 278154	85	101
Lot 34 on SP 278154	76	61
Lot 35 on SP 278154	76	61
Lot 36 on SP 278154	69	45
Lot 37 on SP 278154	69	45
Lot 38 on SP 278154	76	58
Lot 39 on SP 278154	76	58
Lot 40 on SP 278154	85	95
Lot 41 on SP 278154	85	103
Lot 42 on SP 278154	76	63
Lot 43 on SP 278154	76	62
Lot 44 on SP 278154	69	46
Lot 45 on SP 278154	69	46
Lot 46 on SP 278154	76	58
Lot 47 on SP 278154	76	58
Lot 48 on SP 278154	85	98
Lot 49 on SP 278154	85	106
Lot 50 on SP 278154	76	64
Lot 51 on SP 278154	92	67
Lot 52 on SP 278154	92	65
Lot 53 on SP 278154	76	64
Lot 54 on SP 278154	85	103

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Lot on Plan	Contribution	Interest
Lot 55 on SP 278154	85	108
Lot 56 on SP 278154	76	65
Lot 57 on SP 278154	74	60
Lot 58 on SP 278154	74	60
Lot 59 on SP 278154	76	67
Lot 60 on SP 278154	85	106
Lot 61 on SP 278154	85	109
Lot 62 on SP 278154	76	67
Lot 63 on SP 278154	74	61
Lot 64 on SP 278154	74	61
Lot 65 on SP 278154	76	67
Lot 66 on SP 278154	85	116
Lot 67 on SP 278154	85	116
Lot 68 on SP 278154	76	67
Lot 69 on SP 278154	74	62
Lot 70 on SP 278154	74	62
Lot 71 on SP 278154	76	68
Lot 72 on SP 278154	85	120
Lot 73 on SP 278154	85	120
Lot 74 on SP 278154	76	68
Lot 75 on SP 278154	74	63
Lot 76 on SP 278154	74	63
Lot 77 on SP 278154	76	69
Lot 78 on SP 278154	85	121
Lot 79 on SP 278154	85	121
Lot 80 on SP 278154	76	69
Lot 81 on SP 278154	74	64
Lot 82 on SP 278154	74	64

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Lot on Plan	Contribution	Interest
Lot 83 on SP 278154	76	70
Lot 84 on SP 278154	85	123
Lot 85 on SP 278154	85	123
Lot 86 on SP 278154	76	70
Lot 87 on SP 278154	74	65
Lot 88 on SP 278154	74	65
Lot 89 on SP 278154	76	71
Lot 90 on SP 278154	85	125
Lot 91 on SP 278154	85	125
Lot 92 on SP 278154	76	71
Lot 93 on SP 278154	74	66
Lot 94 on SP 278154	74	66
Lot 95 on SP 278154	76	72
Lot 96 on SP 278154	85	127
Lot 97 on SP 278154	85	127
Lot 98 on SP 278154	76	72
Lot 99 on SP 278154	74	67
Lot 100 on SP 278154	74	67
Lot 101 on SP 278154	76	73
Lot 102 on SP 278154	85	129
Lot 103 on SP 278154	85	129
Lot 104 on SP 278154	76	73
Lot 105 on SP 278154	74	68
Lot 106 on SP 278154	74	68
Lot 107 on SP 278154	76	73
Lot 108 on SP 278154	85	131
Lot 109 on SP 278154	85	131
Lot 110 on SP 278154	76	73

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Lot on Plan	Contribution	Interest
Lot 111 on SP 278154	74	69
Lot 112 on SP 278154	74	69
Lot 113 on SP 278154	76	75
Lot 114 on SP 278154	85	134
Lot 115 on SP 278154	85	134
Lot 116 on SP 278154	76	75
Lot 117 on SP 278154	74	70
Lot 118 on SP 278154	74	70
Lot 119 on SP 278154	76	76
Lot 120 on SP 278154	85	136
Lot 121 on SP 278154	85	136
Lot 122 on SP 278154	76	76
Lot 123 on SP 278154	74	70
Lot 124 on SP 278154	74	70
Lot 125 on SP 278154	76	77
Lot 126 on SP 278154	85	138
Lot 127 on SP 278154	85	138
Lot 128 on SP 278154	76	77
TOTAL	**10008**	**10002**

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.

2. The relativity principle referred to in paragraph 1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.

3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:

   a. how the community titles scheme is structured;

   b. the nature, features and characteristics of the lots;

   c. the purposes for which the lots are used;

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d. the impact the lots may have on the costs of maintaining the common property;

e. the market values of the lots.

4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:

a. the nature, features and characteristics of the lots in the community titles scheme;

b. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme; and

and, in having reference to these factors, it is considered just and equitable for there to be a variation, ranging from a minimum of 69 to a maximum of 105, in the contribution schedule lot entitlements for the community titles scheme.

5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:

a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and

b. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The Scheme Land is not intended to be further developed.

SCHEDULE C BY-LAWS

1. **Noise**

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

2. **Vehicles**

2.1 The occupier of a lot must not:-

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

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

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

2.2 An approval under clause 2.1(b) must state the period for which it is given.

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2.3 The body corporate may cancel the approval by giving 7 days written notice to the occupier.

2.4 In this by-law:-

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

3. **Obstruction**

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

4. **Damage to lawns etc.**

4.1 The occupier of a lot must not, without the body corporate's written approval:-

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

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

4.2 An approval under clause 4.1 must state the period for which it is given.

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

5. **Damage to common property**

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

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

6. **Behaviour of invitees**

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

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

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

8. **Appearance of lot**

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

8.2 The occupier of a lot must not, without the body corporate's written approval:-

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

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

8.3 By-Law 8.2(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

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9. **Storage of flammable materials**

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

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

9.3 However, this section does not apply to the storage of fuel in:-

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

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

10. **Garbage disposal**

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

10.2 The occupier of a lot must:-

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

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

(c) use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles; and

(d) comply with any reasonable directions issued by the Body Corporate in relation to the proper and efficient use of any garbage chute.

10.3 The Committee is empowered to make rules for the use of any garbage chute. These rules may be revoked by a resolution of the Body Corporate in general meeting. If the rules are inconsistent with the by-laws then the by-laws shall prevail.

11. **Keeping of animals**

11.1 The occupier of a lot must not, without the body corporate's written approval:-

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

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

11.2 The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property. However, section 181 of the Act provides as follows:-

(a) 181 Guide dogs

(1) A person mentioned in the *Guide Dogs Act 1972*, section 5, who has the right to be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide dog while on the lot or common property.

(2) A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide dog on the lot.

(3) A by-law cannot exclude or restrict a right given by this section.

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11.3 This By-Law does not apply to pet fish.

11.4 Whilst the Original Owner owns a lot in the Scheme, the Original Owner may give approval under By-Laws 11.1 and 11.2 in relation to any buyer of a lot in the Scheme from the Original Owner. Such approval is deemed approval of the Body Corporate.

11.5 In considering any application for consent to keep an animal on a lot or common property, the Committee must take into account Council Regulations that may limit the number or size or type of animal.

12. **Exceptions for Original Owners**

Despite the terms of By-Laws 1 to 9, 13, 14 and 15 (inclusive) those by-laws shall not apply to the Original Owner to the extent the Original Owner is carrying out works to Scheme Land or carrying out sales or marketing activities.

13. **Use of Lots**

Except for the Manager's Unit, a lot shall only be used as a residence. No lot is to be used for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

14. **Structural Alterations to the Interior of Lots**

14.1 The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee. The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed.

14.2 Existing floor coverings cannot be altered without the prior written approval of the Committee. The Committee must ensure in giving an approval that it obtains advice from an acoustic specialist so that adjoining and lower units are not affected. An occupier who requires the consent of the Committee to alter floor coverings shall pay the costs of the acoustic specialist retained by the Body Corporate, if required by the Committee.

15. **Curtains, Venetian Blinds and Window Tinting**

15.1 No curtains, venetian blinds, vertical blinds, shutters or window tinting visible from outside the lot is permitted within a lot unless:-

(a) if they are curtains, the curtains have a white backing; or

(b) if they are not curtains then the installation must be of such colour and design that has been approved by the Committee of the Body Corporate; or

(c) they are the same colour and design as was originally installed.

15.2 An occupier shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all dwellings presents a uniform appearance when viewed from Common Property or any other lot.

16. **Maintenance of Lots**

16.1 Each occupier shall ensure that his lot is kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

16.2 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

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16.3 The occupier of a lot with a planter box on the balcony must ensure that the plants in the planter box are maintained in a healthy state. Such occupiers must water and fertilise plants regularly to keep the plants in the planter box in a health state, subject to any applicable lawful restrictions. Plants must be pruned in a way recommended by the Body Corporate Committee from time to time to keep a consistent appearance for the exterior of the building. The plants in the planter boxes must not be removed unless they die, are not healthy in appearance or they jeopardise or are likely to jeopardise the structural integrity of the planter box. Plants in the planter boxes must be replaced with a plant or species of plant approved by the Body Corporate Committee from time to time. The Body Corporate Committee and the Caretaker are authorised to inspect the balcony and planter boxes from time to time upon giving reasonable notice to the occupier. The occupier shall make arrangements to allow access to the Caretaker and/or the Body Corporate Committee for inspection of the planter boxes. If an occupier fails to comply with this by-law and the Body Corporate must take remedial action, the costs of the remedial action must be by the relevant owner and occupier.

17. **Taps**

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. An occupier using facilities or taps on Common Property shall ensure that taps are promptly turned off after use. Should the lot be unoccupied for a period of more than a month then the stopcock or such other similar device on the hot water system will be turned off.

18. **Water Closets**

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

19. **Display Unit**

While the Original Owner or any marketing agent or nominee of the Original Owner remains an owner of any lot, it and its officers, servants, agents and/or nominee shall be entitled to use any lot or lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the lot and Common Property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Scheme Land and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

20. **Flow Meters and Equipment**

20.1 Occupiers shall not interfere with any flow meter or other device used to measure hot water consumed in their lot or on Common Property.

20.2 Any faults in flow meters or other devices should be reported by occupiers to the Body Corporate through the Manager or if there is no Manager then to the Secretary of the Body Corporate.

21. **Power to Enter into Agreements**

21.1 It is a function of the Body Corporate to enter into an agreement with an energy provider to provide equipment for a central reticulated hot water supply.

21.2 The Body Corporate has the power to enter into agreements such as those referred to in By-Law 21.1.

22. **Correspondence**

22.1 All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

22.2 An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman or any member of the Committee.

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23. **Power of Committee**

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Scheme Land, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

24. **Use of Recreation Facilities**

24.1 Only occupiers and their bona fide invitees and guests may use the Recreation Facilities.

24.2 Children below the age of 13 years must not be in or around the Recreation Facilities unless accompanied by an adult owner or occupier exercising effective control over them.

24.3 Occupiers and their guests and invitees shall exercise caution at all times and shall not run, splash, use loud or offensive language or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons.

24.4 The following restrictions apply to the Recreation Facilities:

(a) the gymnasium and residents meeting room (if any) may only be used between the hours of 7.00am and 9.00pm;

(b) the pool, the barbeque areas and communal open space areas may only be used for barbeques and social purposes between 7.00am and 10.00pm Monday to Thursday and 7.00am and 11.00pm Friday and Saturday;

24.5 Subject to by-law 24.6, the Committee has the authority to vary these time limits, however, a decision by the Committee to vary the time limits may be revoked or changed by ordinary resolution of the Body Corporate at a general meeting.

24.6 The development approval for the Scheme sets out operating hours for the communal open space areas, the lot owners must comply with any requirements of the development approval that apply to the Scheme from time to time.

24.7 Owners and occupiers and their invitees and guests must be suitably attired at all times when using Recreation Facilities.

24.8 Occupiers, their invitees and guests must obey any lawful direction given to them by the Body Corporate or the Manager in relation to using the Recreation Facilities.

25. **Rules of Recreational Facilities**

25.1 An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the same.

25.2 The Committee may make rules relating to the use of the Recreation Facilities that are not inconsistent with these by-laws or the Act and the rules shall be observed by owners, occupiers and their guests, invitees, licensees and customers until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

25.3 Occupiers shall use gym equipment, barbeque equipment and toilets only according to manufacturer's specifications and recommendations and shall not interfere with or remove equipment from where it is located without the consent of the Committee.

25.4 Alcoholic beverages must not be consumed in or around the lobby, lifts, driveway entrance area, swimming pool and/or gymnasium.

25.5 Food, glass, breakable items and pets must not be brought into the pool area or gymnasium.

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25.6 An Owner or Occupier shall not exit the pool area or enter the lobby area unless that person has taken reasonable steps to dry themselves so that water is not transferred from the pool area or brought into the lobby.

26. **Supply of Utilities**

26.1 If water (hot or cold), electricity and/or gas is supplied through a central system to lots and Common Property ("the Utility Service"), the Body Corporate may include in its levy notices an amount for energy costs for the Utility Service based on usage. The Body Corporate may discontinue the supply of a Utility Service to a lot where payment for the Utility Service is not received by the due date and the Body Corporate has allowed a reasonable amount of time for notice to the occupier of the lot that the Utility Service will be discontinued.

26.2 All enquiries regarding connection, disconnection and charges shall be directed to the Body Corporate Manager (or other person nominated by the Committee). Occupiers shall follow the directions of the Body Corporate Manager (or other person nominated by the Committee) with respect to the supply and use of the Utility Service provided that the directions must be consistent with this by-law and the Terms of Supply.

26.3 The Committee may make rules with respect to the supply of the Utility Service provided they are consistent with this by-law and the Act.

26.4 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Occupier or anyone who relies upon the supply of the Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

26.5 All occupiers shall ensure that any Utility Service installation in their lot is maintained free of any defect which is likely to cause damage. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any Utility Service installations.

26.6 For the purposes of ensuring the efficient and constant supply of the Utility Service to the lots during any limitation in the supply of the Utility Service, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary.

26.7 The Body Corporate is not responsible for the accuracy or correct operation of any meter for the Utility Service for a lot, other than its obligations under the Act. Owners shall ensure that no person associated with the occupation of their lot interferes with any meter or equipment used for the supply or measure of supply of the Utility Service to a lot. Where a fault is reported to the Body Corporate the Body Corporate must take steps as soon as reasonably practical to investigate the fault and have it remedied.

26.8 An invoice or notice will have been validly given to an owner if the invoice or notice is sent to the last known address for the owner known to the Body Corporate.

27. **Security**

27.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.

27.2 The Committee:-

(a) is responsible for control of the security system;

(b) may employ servants, agents or contractors to operate the system.

27.3 The security arrangements may, at the discretion of the Body Corporate including without limitation the following:-

(a) the issue of security access cards or data keys upon conditions, including payment of a deposit;

(b) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;

(c) the right to enter upon any part of the Scheme Land for the purposes of maintaining security;

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(d) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(e) that parts of the Common Property be secured against entry by unauthorised persons; and

(f) that security patrols, locks and other security devices or procedures are used to implement or operate it.

27.4 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a lot) arising because:-

(a) the security system is not operating; and

(b) the security system fails to operate as intended.

27.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

27.6 The Body Corporate may install and maintain a video security system and owners, and occupiers consent to the collection of video images and data for security reasons. The Body Corporate may provide video footage and information to the Committee, the Manager or any relevant authority for the purposes of security for the building.

28. **Exclusive Use – Storage Areas**

28.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of storage.

28.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of the lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

28.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

28.4 The occupier with the right to the exclusive use area shall comply with the terms of any by-law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.

28.5 The owner of the lot shall be responsible for keeping the exclusive use storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space area and any locker, cage or enclosure on the storage space.

28.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

28.7 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.

28.8 The owner of the lot with the right to an exclusive use storage space area may install a locking device to secure the storage space. However the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

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29. **Exclusive Use – Car Parks**

29.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of car parking.

29.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

29.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

29.4 Each owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. The Body Corporate shall remain responsible for the maintenance, operating costs and upkeep of the exclusive use areas however each owner shall be responsible for the maintenance, operating costs and upkeep of any improvements erected on the exclusive use area for the benefit of the occupier of the lot such as storage cages, roller doors, opening mechanisms and locking devices.

29.5 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

29.6 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.

29.7 The owner of a lot with the right to an exclusive use area under this by-law that has sufficient space for storage, may install a locking device cage or cupboard to be entirely contained within the exclusive use area to secure the storage space provided the style, colour and design are approved by the Committee. However the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

30. **Management/Letting Unit**

30.1 The Manager may nominate to the Body Corporate in writing a lot which it owns or has a right to occupy ("the Manager's Unit") which may be used for:-

(a) residential purposes;

(b) management of the Scheme Land;

(c) for the letting of lots in the Scheme Land on behalf of owners;

(d) the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the Scheme Land;

(e) storage and back of house;

(f) the sale of lots in Scheme Land; and

(g) any other lawful use.

30.2 Without derogating from the previous sub-clause, the Body Corporate has the power (and it is a function of the Body Corporate) to agree not to allow any person or corporation other than the Manager to use any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or of the letting of lots within the Scheme Land and/or the providing of any of the services referred to in this by-law.

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31. **Power to Enter into Agreements**

31.1 It is a function of the Body Corporate to enter into agreements or arrangements in relation to the following:-

(a) an agreement for the exclusive right to carry out a letting service from the Scheme Land;

(b) an agreement with an energy provider to provide equipment for a central reticulated hot water supply;

(c) central electricity bulk supply agreement; and

(d) gas bulk supply agreement.

31.2 The Body Corporate has the power to enter into agreements such as those referred to in By-Law 32.1.

32. **Severability**

If it is held by a court of competent jurisdiction that:-

32.1 any part of these by-laws void, voidable, unenforceable or ultra vires; or

32.2 these by-laws would be void, voidable, unenforceable or ultra vires unless some part of them was severed from the remainder of them,

then that part will be severable and severed from the by-laws but without effecting the continued operation of the remainder.

33. **Original Owner doing Works**

33.1 Any by-law that requires Body Corporate approval or permission to carry out works within the Scheme shall not apply to any rectification works or further works being carried out or to be carried out by the Original Owner in the course of finishing all works in the building.

33.2 The Original Owner may bring equipment and materials on to the Common Property and access shall be restricted for safety and security reasons to the Original Owner and its contractors for those areas of Common Property and lots where works are being carried out. The Original Owner may lock off or put up barricades to areas for the safety and security of people on Scheme Land.

33.3 The Original Owner may interrupt or use the supply of Utility Services when carrying out works.

33.4 If there is any inconsistency between the terms of this by-law and any other by-law, the terms of this by-law shall prevail to the extent of any such inconsistency.

34. **Recovery of Monies**

If a person breaches the Act or these By-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

35. **Recovery of Costs**

35.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:

(a) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws;

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(b) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.

35.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.

35.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:

(a) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or

(b) enter such costs and expenses against the levy account of the Owner.

35.4 In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.

35.5 The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

36. **Air-Conditioning Units**

The owner of the lot is responsible for maintaining the air-conditioning plant that is installed on the common property that relates only to supplying utility services to the lot. The owner must maintain the air-conditioning plant in good order and condition. The cost and responsibility of replacing the air-conditioning plant is the responsibility of the owner of the lot to which the air-conditioning plant services.

37. **Smoking not allowed**

Smoking is prohibited at, in or on Common Property including but not limited to Recreation Facility and Storage Facility, hallways, lifts, lobbies and other areas that form part of the common property of the Scheme.

38. **Development Approval Compliance**

The Body Corporate must provide for the continued maintenance and management of the life of the development with the Ecological Sustainable Design and Construction (ESD) compliance with GBCA 4.5 star Green Star Standard for both design and construction.

39. **Stormwater Maintenance Plan**

The Body Corporate must at all time hold a copy of the stormwater maintenance plan in the Body Corporate records and cause implementation of that plan as per its requirements.

40. **Interpretation**

40.1 In these by-laws except for the extent that the context otherwise requires:-

(a) the singular includes the plural and vice versa;

(b) person includes a natural person, each other kind of legal entity and an unincorporated association;

(c) reference to a statute or any other law is a reference to the statute or law.

41. **Definitions**

In these by-laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:-

41.1 "the Act" means the Body Corporate and Community Management Act 1997 and all regulations thereunder, as amended from time to time;

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41.2 "Common Property" means has the same meaning as defined in the Act and as applied to the Community Titles Scheme;

41.3 "Committee" means the committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

41.4 "Community Management Statement" or "CMS" means the community management statement containing these by-laws;

41.5 "Community Titles Scheme" means the community titles scheme identified in Item 1 of the Community Management Statement;

41.6 "Decision Notice" means the decision notice obtained by the Original Owner in respect of the Development current as at registration of the first Community Management Statement.

41.7 "Development" means the Community Titles Scheme (and any lots created from the Community Titles Scheme) and other improvements to the land situated at 70-72 The Esplanade, Burleigh, Queensland, 4220 and 1877-1879 Gold Coast Highway, Burleigh, Queensland, 4220.

41.8 "lot" means a lot in the Community Titles Scheme;

41.9 "Manager" or "Caretaker" means the person or company engaged by the Body Corporate to carry out caretaking duties in respect of the Community Titles Scheme;

41.10 "Manager's Unit" has the meaning given to it in by law 30;

41.11 "occupier" has the same meaning as defined in the Act;

41.12 "Original Owner" means the person identified in Item 5 of the First Community Management Statement and includes successors or assigns;

41.13 "owner" has the same meaning as defined in the Act;

41.14 "Recreation Facilities" means facilities that are used for recreation purposes that are on the Common Property including without limitation any of the following that may be on the Common Property:-

(a) swimming pool;

(b) spa;

(c) barbeques; and

(d) gymnasium and gymnasium equipment.

41.15 "Regulation Module" means the regulation module identified in Item 2 of the Community Management Statement;

41.16 "Scheme Land" means the Scheme Land identified in Item 4 of the Community Management Statement and includes, when the context permits or requires, the lots and the Common Property and all improvements thereon;

41.17 "vehicle" has the same meaning as vehicle as defined in the Traffic Act 1949.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

1. Each lot in the Scheme is affected by the following statutory easements:

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2. (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;

(b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;

(c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;

(d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;

(e) easement for projections in accordance with Section 115R of the Land Title Act 1994;

(f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

Service Location Diagrams

Service Location Diagrams will (if any) be included with this CMS when the services have been located and constructed in the Common Property.

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

EXCLUSIVE USE AREAS
(By-Laws 28 and 29)

Lot on Plan	Area	Purpose
Lot 1 on SP 278154	1	Car Park
Lot 2 on SP 278154	127 & 128	Car Park
Lot 3 on SP 278154	15	Car Park
Lot 4 on SP 278154	21	Car Park
Lot 5 on SP 278154	22	Car Park
Lot 6 on SP 278154	28	Car Park
Lot 7 on SP 278154	34	Car Park
Lot 8 on SP 278154	53 & 54	Car Park
Lot 9 on SP 278154	41 & 42	Car Park
Lot 10 on SP 278154	9	Car Park
Lot 11 on SP 278154	14	Car Park
Lot 12 on SP 278154	20	Car Park
Lot 13 on SP 278154	23	Car Park
Lot 14 on SP 278154	29	Car Park

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Lot 15 on SP 278154	35	Car Park
Lot 16 on SP 278154	55 & 56	Car Park
Lot 17 on SP 278154	129 & 130	Car Park
Lot 18 on SP 278154	8	Car Park
Lot 19 on SP 278154	13	Car Park
Lot 20 on SP 278154	19	Car Park
Lot 21 on SP 278154	24	Car Park
Lot 22 on SP 278154	30	Car Park
Lot 23 on SP 278154	36	Car Park
Lot 24 on SP 278154	57	Car Park
Lot 25 on SP 278154	117	Car Park
Lot 26 on SP 278154	7	Car Park
Lot 27 on SP 278154	12	Car Park
Lot 28 on SP 278154	18	Car Park
Lot 29 on SP 278154	25	Car Park
Lot 30 on SP 278154	31	Car Park
Lot 31 on SP 278154	37	Car Park
Lot 32 on SP 278154	161 & 162	Car Park
Lot 33 on SP 278154	153 & 154	Car Park
Lot 34 on SP 278154	6	Car Park
Lot 35 on SP 278154	11	Car Park
Lot 36 on SP 278154	17	Car Park
Lot 37 on SP 278154	26	Car Park
Lot 38 on SP 278154	32	Car Park
Lot 39 on SP 278154	38	Car Park
Lot 40 on SP 278154	151 & 152	Car Park
Lot 41 on SP 278154	141 & 142	Car Park
Lot 42 on SP 278154	5	Car Park
Lot 43 on SP 278154	10	Car Park

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Lot 44 on SP 278154	16	Car Park
Lot 45 on SP 278154	27	Car Park
Lot 46 on SP 278154	33	Car Park
Lot 47 on SP 278154	39	Car Park
Lot 48 on SP 278154	131 & 132	Car Park
Lot 49 on SP 278154	134 & 135	Car Park
Lot 50 on SP 278154	4	Car Park
Lot 51 on SP 278154	145	Car Park
Lot 52 on SP 278154	138	Car Park
Lot 53 on SP 278154	119	Car Park
Lot 54 on SP 278154	139 & 140	Car Park
Lot 55 on SP 278154	68 & 69	Car Park
Lot 56 on SP 278154	120	Car Park
Lot 57 on SP 278154	146	Car Park
Lot 58 on SP 278154	65	Car Park
Lot 59 on SP 278154	121	Car Park
Lot 60 on SP 278154	106 & 107	Car Park
Lot 61 on SP 278154	108 & 109	Car Park
Lot 62 on SP 278154	122	Car Park
Lot 63 on SP 278154	147	Car Park
Lot 64 on SP 278154	62	Car Park
Lot 65 on SP 278154	123	Car Park
Lot 66 on SP 278154	110 & 111	Car Park
Lot 67 on SP 278154	114 & 115	Car Park
Lot 68 on SP 278154	124	Car Park
Lot 69 on SP 278154	148	Car Park
Lot 70 on SP 278154	167	Car Park
Lot 71 on SP 278154	125	Car Park
Lot 72 on SP 278154	99 & 100	Car Park

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Lot 73 on SP 278154	102 & 103	Car Park
Lot 74 on SP 278154	126	Car Park
Lot 75 on SP 278154	149	Car Park
Lot 76 on SP 278154	168	Car Park
Lot 77 on SP 278154	90	Car Park
Lot 78 on SP 278154	104 & 105	Car Park
Lot 79 on SP 278154	60 & 61	Car Park
Lot 80 on SP 278154	116	Car Park
Lot 81 on SP 278154	150	Car Park
Lot 82 on SP 278154	169	Car Park
Lot 83 on SP 278154	112	Car Park
Lot 84 on SP 278154	63 & 64	Car Park
Lot 85 on SP 278154	66 & 67	Car Park
Lot 86 on SP 278154	113	Car Park
Lot 87 on SP 278154	137	Car Park
Lot 88 on SP 278154	170	Car Park
Lot 89 on SP 278154	78	Car Park
Lot 90 on SP 278154	70 & 71	Car Park
Lot 91 on SP 278154	72 & 73	Car Park
Lot 92 on SP 278154	79	Car Park
Lot 93 on SP 278154	155	Car Park
Lot 94 on SP 278154	171	Car Park
Lot 95 on SP 278154	86	Car Park
Lot 96 on SP 278154	74 & 75	Car Park
Lot 97 on SP 278154	76 & 77	Car Park
Lot 98 on SP 278154	87	Car Park
Lot 99 on SP 278154	156	Car Park
Lot 100 on SP 278154	172	Car Park
Lot 101 on SP 278154	93	Car Park

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Lot 102 on SP 278154	80 & 81	Car Park
Lot 103 on SP 278154	82 & 83	Car Park
Lot 104 on SP 278154	98	Car Park
Lot 105 on SP 278154	157	Car Park
Lot 106 on SP 278154	133	Car Park
Lot 107 on SP 278154	59	Car Park
Lot 108 on SP 278154	96 & 97	Car Park
Lot 109 on SP 278154	84 & 85	Car Park
Lot 110 on SP 278154	2	Car Park
Lot 111 on SP 278154	158	Car Park
Lot 112 on SP 278154	136	Car Park
Lot 113 on SP 278154	3	Car Park
Lot 114 on SP 278154	88 & 89	Car Park
Lot 115 on SP 278154	91 & 92	Car Park
Lot 116 on SP 278154	40	Car Park
Lot 117 on SP 278154	159	Car Park
Lot 118 on SP 278154	143	Car Park
Lot 119 on SP 278154	43	Car Park
Lot 120 on SP 278154	94 & 95	Car Park
Lot 121 on SP 278154	45 & 46	Car Park
Lot 122 on SP 278154	44	Car Park
Lot 123 on SP 278154	160	Car Park
Lot 124 on SP 278154	144	Car Park
Lot 125 on SP 278154	51	Car Park
Lot 126 on SP 278154	47 & 48	Car Park
Lot 127 on SP 278154	49 & 50	Car Park
Lot 128 on SP 278154	52	Car Park

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Annexure "A"

Exclusive Use Plans

(following 3 pages)

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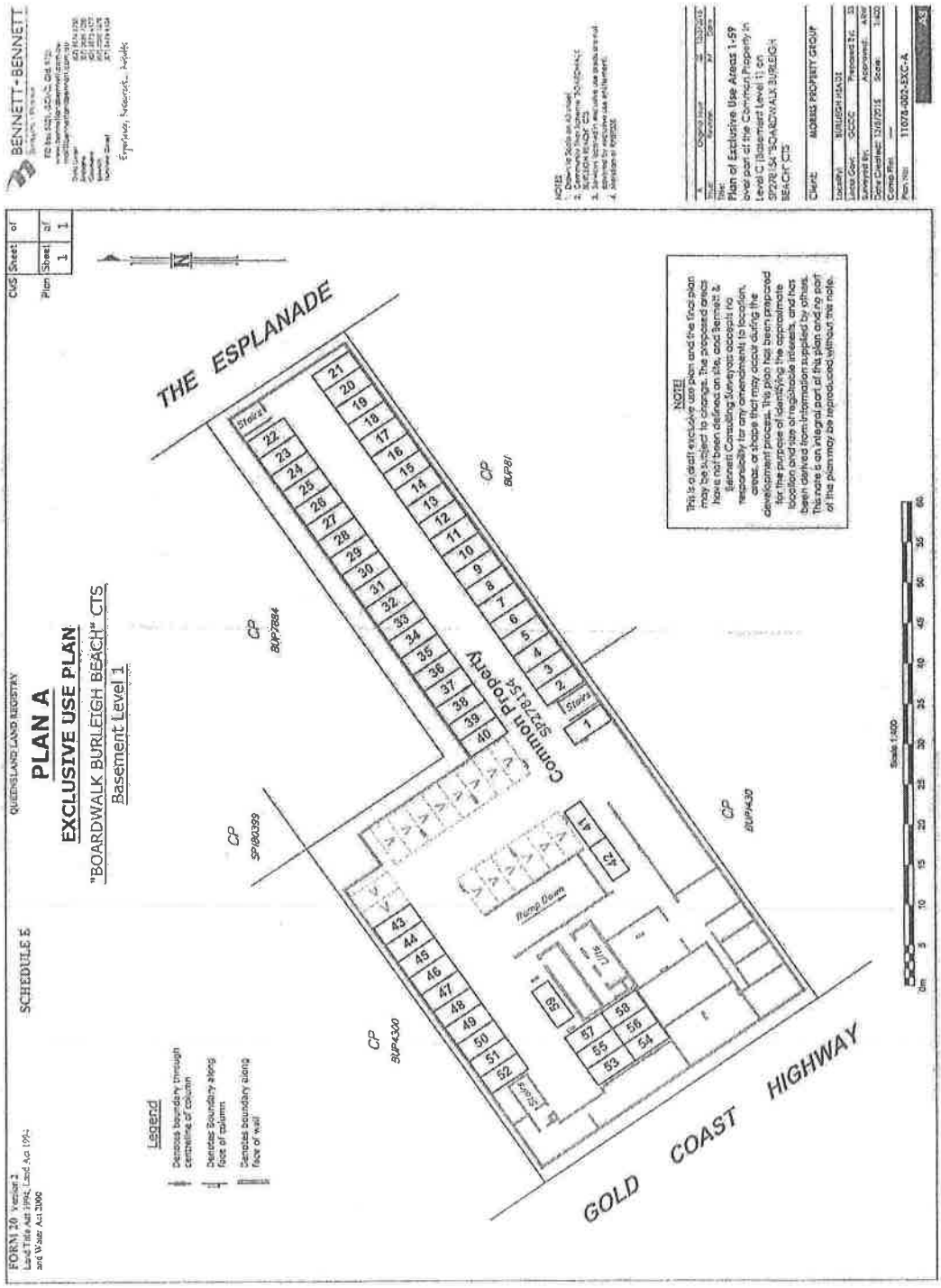
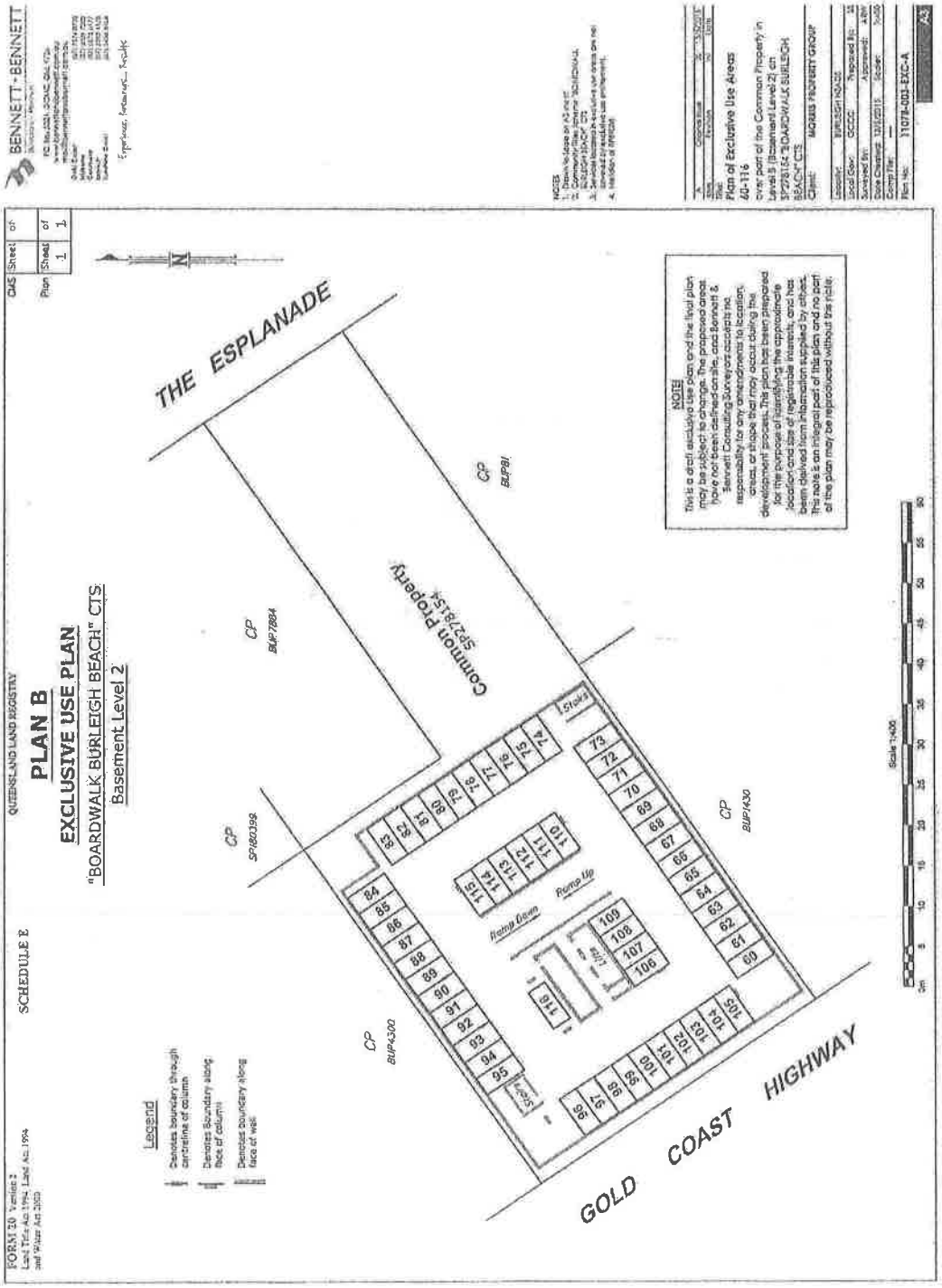
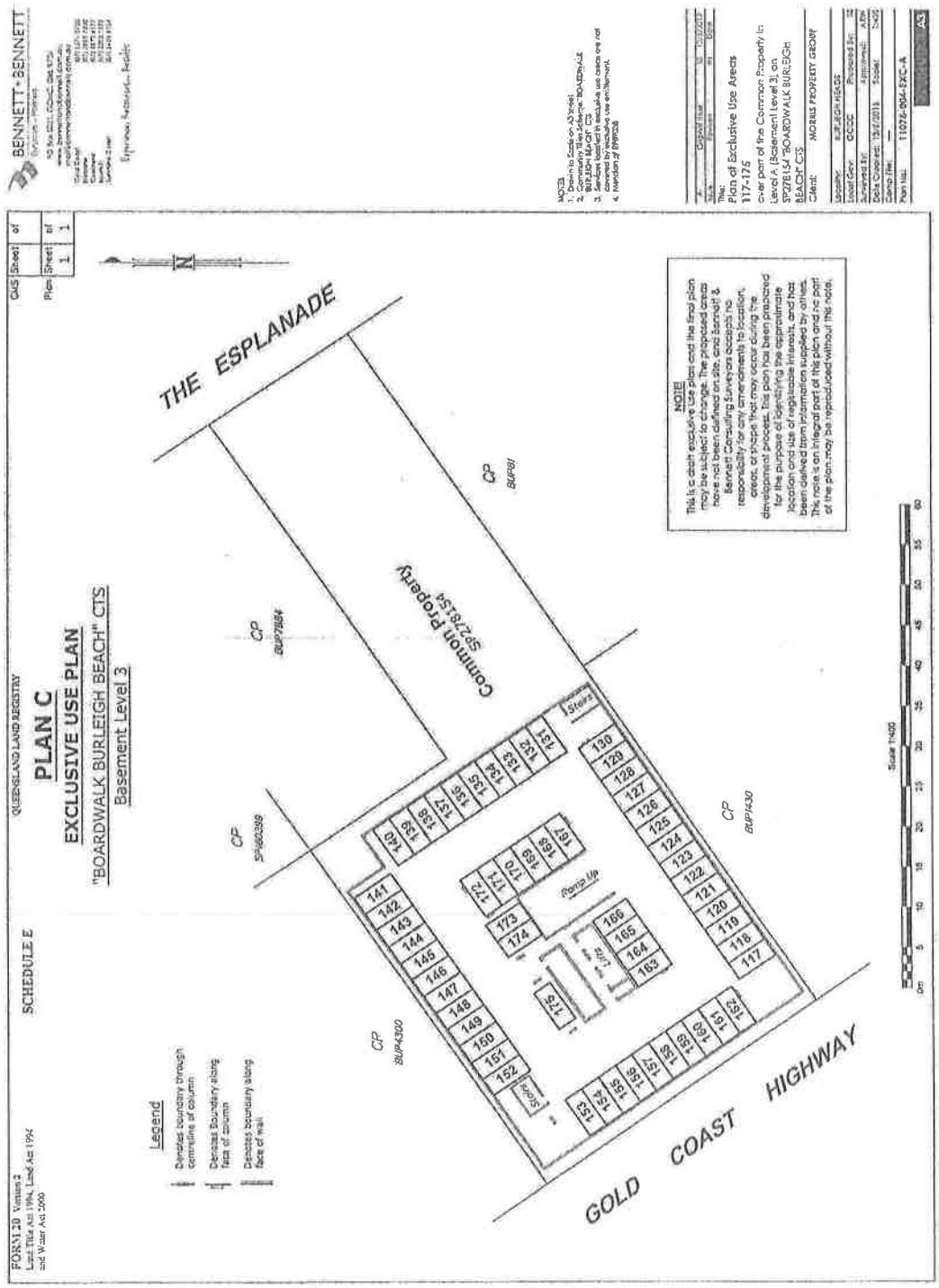

BENNETT+BENNETT
CMS Sheet of
Plan Sheet 1 of 1
THE ESPLANADE
GOLD COAST HIGHWAY
Common Property
SP278154
CP BUP81
CP BUP2884
CP SP180339
CP BUP4300
CP BUP4300
Stairs
Ramp Down
Legend
Denotes boundary through centreline of column
Denotes Boundary along face of column
Denotes boundary along face of wall
QUEENSLAND LAND REGISTRY
SCHEDULE E
PLAN A
EXCLUSIVE USE PLAN
"BOARDWALK BURLEIGH BEACH" CTS
Basement Level 1
FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000
NOTE
This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of this plan may be reproduced without this note.
Plan of Exclusive Use Areas 1-59 over part of the Common Property in Level C (Basement Level 1) on SP278154 "BOARDWALK BURLEIGH" BEACH CTS
CLIENT MORRIS PROPERTY GROUP
Locality BURLEIGH HEADS
Lead Cont. GCCC Proposed Plc. 33
Surveyed By: Approved: AJW
Date Checked: 12/07/15 Scale: 1:400
Comp File: —
Plan No: 11078-002-SXC-A
Scale 1:400
0m 5 10 15 20 25 30 35 40 45 50 55 60


BENNETT+BENNETT
Plan of Exclusive Use Areas
40-116
Over part of the Common Property in Levels 5 (Basement Level 2) on SP278154 "BOARDWALK BURLEIGH BEACH" CTS
Client: MORRIS PROPERTY GROUP
Plan No: 11078-003-EXC-A
A3
NOTES
1. Drawn to scale on A3 size.
2. Common Property shown "SCHEDULE".
3. Shaded areas are exclusive use areas on the level of exclusive use entitlement.
4. Measured or derived.
NOTE
This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or slope that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.
Scale 1:400
0m 5 10 15 20 25 30 35 40 45 50 55 60
QUEENSLAND LAND REGISTRY
PLAN B
EXCLUSIVE USE PLAN
"BOARDWALK BURLEIGH BEACH" CTS
Basement Level 2
SCHEDULE E
Plan Sheet 1 of 1
FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000
Legend
Denotes boundary through centreline of column
Denotes boundary along face of column
Denotes boundary along face of wall
THE ESPLANADE
GOLD COAST HIGHWAY
Common Property SP278154
CP BUP81
CP BUP1884
CP SP180398
CP BUP300
CP BUP430
Ramp Down
Ramp Up
Stairs
Lift
73 72 71 70 69 68 67 66 65 64 63 62 61 60
74 75 76 77 78 79 80 81 82 83
84 85 86 87 88 89 90 91 92 93 94 95
96 97 98 99 100 101 102 103 104 105
106 107 108 109
110 111 112 113 114 115
116


QUEENSLAND LAND REGISTRY
SCHEDULE E
PLAN C
EXCLUSIVE USE PLAN
"BOARDWALK BURLEIGH BEACH" CTS
Basement Level 3
THE ESPLANADE
GOLD COAST HIGHWAY
Common Property
SP278154
CP BUP81
CP BUP79564
CP SP160399
CP BUP4300
CP BUP430
Ramp Up
Stairs
Legend
Denotes boundary through centreline of column
Denotes boundary along face of column
Denotes boundary along face of wall
NOTE
This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.
Plan of Exclusive Use Areas
117-175
over part of the Common Property in Level A (Basement level 3) on SP278154 "BOARDWALK BURLEIGH BEACH" CTS
Client: MORRIS PROPERTY GROUP
Plan No: 11076-004-EXC-A
A3
Scale 1:400

Annexure "B"

Service Location Diagram (if any)
[to be updated when services located]

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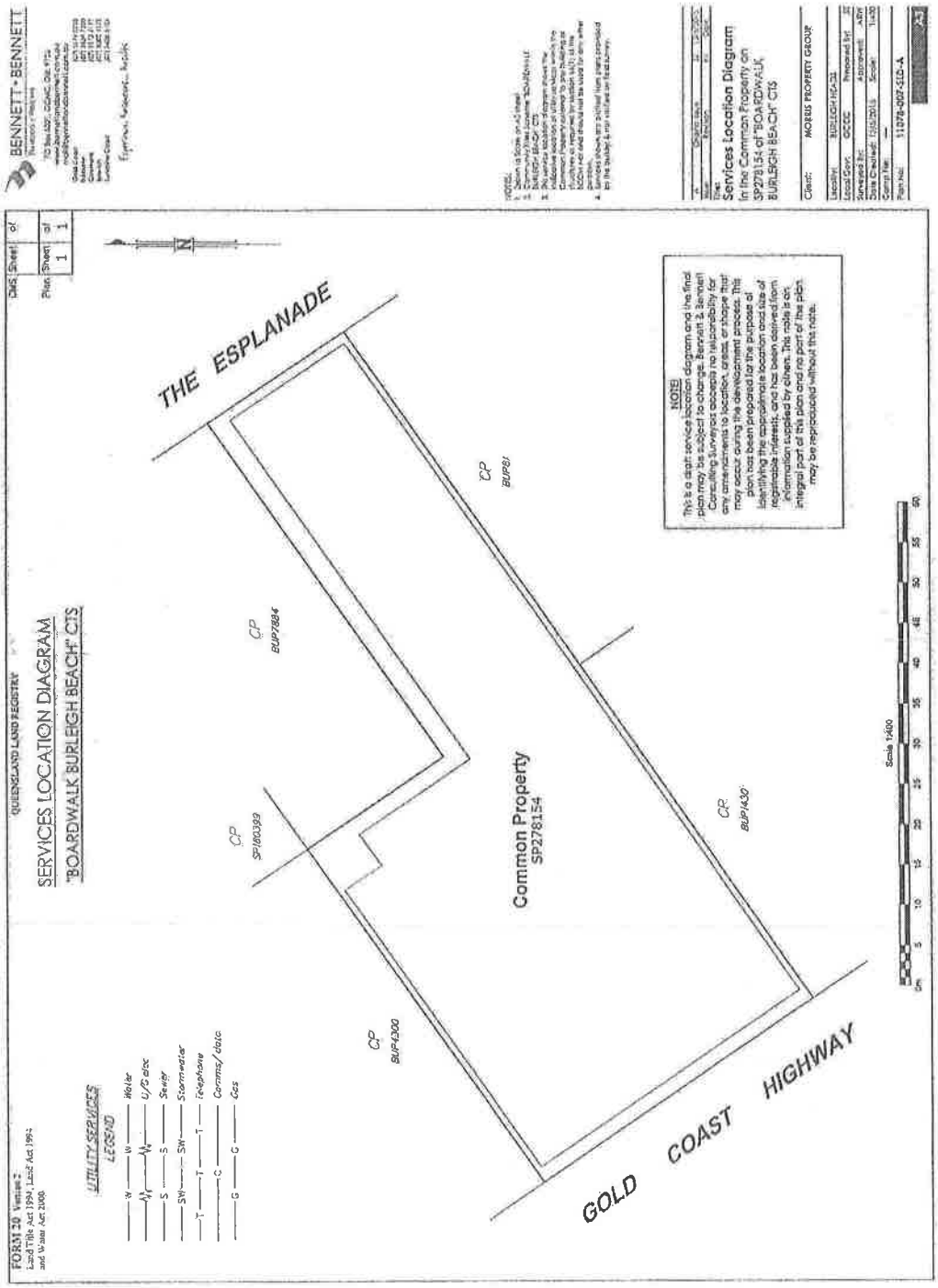
BENNETT+BENNETT
QUEENSLAND LAND REGISTRY
FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000
SERVICES LOCATION DIAGRAM
"BOARDWALK BURLEIGH BEACH" CTS
UTILITY SERVICES
LEGEND
W Water
U/G elec U/G elec
S Sewer
SW Stormwater
T Telephone
C Comms/ data
G Gas
THE ESPLANADE
GOLD COAST HIGHWAY
CP SP190399
CP BUP7884
CP BUP4300
CP BUP81
CP BUP430
Common Property
SP278154
NOTE
This is a draft service location diagram and the final plan may be subject to change. Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and is not to be used for any other purpose.
Scale 1:400
Services Location Diagram
In the Common Property on
SP278154 of "BOARDWALK
BURLEIGH BEACH" CTS
Client: MORIS PROPERTY GROUP
Locality: BURLEIGH HEADS
Local Gov't: GCCC
Surveyed by: JE
Prepared by: JE
Approved: ABN
Date Created: 15/5/2015
Scale: 1:400
Comp file: —
Plan No: 11078-002-SLD-A
Plan Sheet 1 of 1
DWG Sheet of

2957647_4

Document A3
Schedule of Levies

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Boardwalk Burleigh Beach

Schedule of Proposed Contributions

Total Number of Lots	128
Total Contribution Schedule Lot Entitlement:	10008
Total Interest Schedule Lot Entitlement:	10002
Administration fund (without insurance reimbursement (building)) per contribution schedule lot entitlement	$ 37.66
Sinking fund per contribution schedule lot entitlement	$ 19.44
Insurance Reimbursement (Building) per interest schedule lot entitlement	$ 3.53

BODY CORPORATE LEVY INFORMATION														
Lot Number	Contribution Schedule Lot Entitlements	Interest Schedule Lot Entitlements	Administration Fund inc GST	Sinking Fund inc GST	Insurance Reimbursement (Building) inc GST	Total Annual Contribution inc GST	Manager Fees Inc GST	Body Corporate Manager Inc GST	Origin Electricity Agreement (Inc GST)	Origin SHW Agreement (Inc GST)	Bulk Utility Service Contract (Inc GST)	Stormwater 360 Agreement Inc GST	Alarm Agreement (Inc GST)	Total Weekly Contribution (inc GST)
1	85	65	$3,200.69	$1,652.30	$229.43	$5,082.42	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$97.74
2	105	103	$3,953.79	$2,041.08	$363.56	$6,358.42	$1,624.94	$288.06	$750.15	$9.23	$20.77	$64.54	$32.52	$122.28
3	76	55	$2,861.79	$1,477.35	$194.13	$4,533.27	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.18
4	69	42	$2,598.21	$1,341.28	$148.25	$4,087.73	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.61
5	69	42	$2,598.21	$1,341.28	$148.25	$4,087.73	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.61
6	76	56	$2,861.79	$1,477.35	$197.66	$4,536.80	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.25
7	76	56	$2,861.79	$1,477.35	$197.66	$4,536.80	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.25
8	85	87	$3,200.69	$1,652.30	$307.08	$5,160.07	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.23
9	85	93	$3,200.69	$1,652.30	$328.26	$5,181.25	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.64
10	76	55	$2,861.79	$1,477.35	$194.13	$4,533.27	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.18
11	76	55	$2,861.79	$1,477.35	$194.13	$4,533.27	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.18
12	69	43	$2,598.21	$1,341.28	$151.78	$4,091.26	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.68
13	69	43	$2,598.21	$1,341.28	$151.78	$4,091.26	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.68
14	76	56	$2,861.79	$1,477.35	$197.66	$4,536.80	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.25
15	76	56	$2,861.79	$1,477.35	$197.66	$4,536.80	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.25
16	85	89	$3,200.69	$1,652.30	$314.14	$5,167.13	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.37
17	85	94	$3,200.69	$1,652.30	$331.79	$5,184.78	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.71
18	76	55	$2,861.79	$1,477.35	$194.13	$4,533.27	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.18
19	76	56	$2,861.79	$1,477.35	$197.66	$4,536.80	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.25
20	69	44	$2,598.21	$1,341.28	$155.31	$4,094.79	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.75
21	69	44	$2,598.21	$1,341.28	$155.31	$4,094.79	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.75
22	76	57	$2,861.79	$1,477.35	$201.19	$4,540.33	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.31
23	76	57	$2,861.79	$1,477.35	$201.19	$4,540.33	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.31
24	85	90	$3,200.69	$1,652.30	$317.67	$5,170.66	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.44
25	85	96	$3,200.69	$1,652.30	$338.85	$5,191.84	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.84
26	76	56	$2,861.79	$1,477.35	$197.66	$4,536.80	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.25
27	76	60	$2,861.79	$1,477.35	$211.78	$4,550.92	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.52
28	69	45	$2,598.21	$1,341.28	$158.84	$4,098.32	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.81
29	69	45	$2,598.21	$1,341.28	$158.84	$4,098.32	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.81
30	76	57	$2,861.79	$1,477.35	$201.19	$4,540.33	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.31
31	76	57	$2,861.79	$1,477.35	$201.19	$4,540.33	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.31
32	85	92	$3,200.69	$1,652.30	$324.73	$5,177.72	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.57
33	85	101	$3,200.69	$1,652.30	$356.50	$5,209.49	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$100.18
34	76	61	$2,861.79	$1,477.35	$215.31	$4,554.45	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.59
35	76	61	$2,861.79	$1,477.35	$215.31	$4,554.45	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.59

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Lot Number	Contribution Schedule Lot Entitlements	Interest Schedule Lot Entitlements	Administration Fund inc GST	Sinking Fund inc GST	Insurance Reimbursement (Building) inc GST	Total Annual Contribution inc GST	Manager Fees Inc GST	Body Corporate Manager Inc GST	Origin Electricity Agreement (Inc GST)	Origin SHW Agreement (Inc GST)	Bulk Utility Service Contract (Inc GST)	Stormwater 360 Agreement Inc GST	Alarm Agreement (Inc GST)	Total Weekly Contribution (inc GST)
36	69	45	$2,598.21	$1,341.28	$158.84	$4,098.32	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.81
37	69	45	$2,598.21	$1,341.28	$158.84	$4,098.32	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.81
38	76	58	$2,861.79	$1,477.35	$204.72	$4,543.86	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.38
39	76	58	$2,861.79	$1,477.35	$204.72	$4,543.86	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.38
40	85	95	$3,200.69	$1,652.30	$335.32	$5,188.31	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.78
41	85	103	$3,200.69	$1,652.30	$363.56	$5,216.55	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$100.32
42	76	63	$2,861.79	$1,477.35	$222.37	$4,561.51	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.72
43	76	62	$2,861.79	$1,477.35	$218.84	$4,557.98	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.65
44	69	46	$2,598.21	$1,341.28	$162.37	$4,101.85	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.88
45	69	46	$2,598.21	$1,341.28	$162.37	$4,101.85	$1,067.82	$189.29	$492.96	$6.07	$13.65	$42.41	$21.37	$78.88
46	76	58	$2,861.79	$1,477.35	$204.72	$4,543.86	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.38
47	76	58	$2,861.79	$1,477.35	$204.72	$4,543.86	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.38
48	85	98	$3,200.69	$1,652.30	$345.91	$5,198.90	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$99.98
49	85	106	$3,200.69	$1,652.30	$374.15	$5,227.13	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$100.52
50	76	64	$2,861.79	$1,477.35	$225.90	$4,565.04	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.79
51	92	67	$3,464.27	$1,788.37	$236.49	$5,489.13	$1,423.76	$252.39	$657.27	$8.09	$18.20	$56.55	$28.50	$105.56
52	92	65	$3,464.27	$1,788.37	$229.43	$5,482.08	$1,423.76	$252.39	$657.27	$8.09	$18.20	$56.55	$28.50	$105.42
53	76	64	$2,861.79	$1,477.35	$225.90	$4,565.04	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.79
54	85	103	$3,200.69	$1,652.30	$363.56	$5,216.55	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$100.32
55	85	108	$3,200.69	$1,652.30	$381.20	$5,234.19	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$100.66
56	76	65	$2,861.79	$1,477.35	$229.43	$4,568.57	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.86
57	74	60	$2,786.48	$1,438.47	$211.78	$4,436.74	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.32
58	74	60	$2,786.48	$1,438.47	$211.78	$4,436.74	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.32
59	76	67	$2,861.79	$1,477.35	$236.49	$4,575.63	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.99
60	85	106	$3,200.69	$1,652.30	$374.15	$5,227.13	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$100.52
61	85	109	$3,200.69	$1,652.30	$384.73	$5,237.72	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$100.73
62	76	67	$2,861.79	$1,477.35	$236.49	$4,575.63	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.99
63	74	61	$2,786.48	$1,438.47	$215.31	$4,440.26	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.39
64	74	61	$2,786.48	$1,438.47	$215.31	$4,440.26	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.39
65	76	67	$2,861.79	$1,477.35	$236.49	$4,575.63	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.99
66	85	116	$3,200.69	$1,652.30	$409.44	$5,262.43	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.20
67	85	116	$3,200.69	$1,652.30	$409.44	$5,262.43	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.20
68	76	67	$2,861.79	$1,477.35	$236.49	$4,575.63	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$87.99
69	74	62	$2,786.48	$1,438.47	$218.84	$4,443.79	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.46
70	74	62	$2,786.48	$1,438.47	$218.84	$4,443.79	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.46
71	76	68	$2,861.79	$1,477.35	$240.02	$4,579.16	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.06
72	85	120	$3,200.69	$1,652.30	$423.56	$5,276.55	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.47
73	85	120	$3,200.69	$1,652.30	$423.56	$5,276.55	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.47
74	76	68	$2,861.79	$1,477.35	$240.02	$4,579.16	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.06
75	74	63	$2,786.48	$1,438.47	$222.37	$4,447.32	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.53
76	74	63	$2,786.48	$1,438.47	$222.37	$4,447.32	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.53
77	76	69	$2,861.79	$1,477.35	$243.55	$4,582.69	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.13
78	85	121	$3,200.69	$1,652.30	$427.09	$5,280.08	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.54
79	85	121	$3,200.69	$1,652.30	$427.09	$5,280.08	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.54
80	76	69	$2,861.79	$1,477.35	$243.55	$4,582.69	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.13
81	74	64	$2,786.48	$1,438.47	$225.90	$4,450.85	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.59
82	74	64	$2,786.48	$1,438.47	$225.90	$4,450.85	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.59
83	76	70	$2,861.79	$1,477.35	$247.08	$4,586.22	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.20

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Lot Number	Contribution Schedule Lot Entitlements	Interest Schedule Lot Entitlements	Administration Fund inc GST	Sinking Fund Inc GST	Insurance Reimbursement (Building) inc GST	Total Annual Contribution inc GST	Manager Fees Inc GST	Body Corporate Manager Inc GST	Origin Electricity Agreement (Inc GST)	Origin SHW Agreement (Inc GST)	Bulk Utility Service Contract (Inc GST)	Stormwater 360 Agreement Inc GST	Alarm Agreement (Inc GST)	Total Weekly Contribution (inc GST)
84	85	123	$3,200.69	$1,652.30	$434.15	$5,287.14	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.68
85	85	123	$3,200.69	$1,652.30	$434.15	$5,287.14	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.68
86	76	70	$2,861.79	$1,477.35	$247.08	$4,586.22	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.20
87	74	65	$2,786.48	$1,438.47	$229.43	$4,454.38	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.66
88	74	65	$2,786.48	$1,438.47	$229.43	$4,454.38	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.66
89	76	71	$2,861.79	$1,477.35	$250.61	$4,589.75	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.26
90	85	125	$3,200.69	$1,652.30	$441.21	$5,294.20	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.81
91	85	125	$3,200.69	$1,652.30	$441.21	$5,294.20	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.81
92	76	71	$2,861.79	$1,477.35	$250.61	$4,589.75	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.26
93	74	66	$2,786.48	$1,438.47	$232.96	$4,457.91	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.73
94	74	66	$2,786.48	$1,438.47	$232.96	$4,457.91	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.73
95	76	72	$2,861.79	$1,477.35	$254.14	$4,593.28	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.33
96	85	127	$3,200.69	$1,652.30	$448.27	$5,301.26	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.95
97	85	127	$3,200.69	$1,652.30	$448.27	$5,301.26	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$101.95
98	76	72	$2,861.79	$1,477.35	$254.14	$4,593.28	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.33
99	74	67	$2,786.48	$1,438.47	$236.49	$4,461.44	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.80
100	74	67	$2,786.48	$1,438.47	$236.49	$4,461.44	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.80
101	76	73	$2,861.79	$1,477.35	$257.67	$4,596.81	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.40
102	85	129	$3,200.69	$1,652.30	$455.33	$5,308.32	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.08
103	85	129	$3,200.69	$1,652.30	$455.33	$5,308.32	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.08
104	76	73	$2,861.79	$1,477.35	$257.67	$4,596.81	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.40
105	74	68	$2,786.48	$1,438.47	$240.02	$4,464.97	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.86
106	74	68	$2,786.48	$1,438.47	$240.02	$4,464.97	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.86
107	76	73	$2,861.79	$1,477.35	$257.67	$4,596.81	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.40
108	85	131	$3,200.69	$1,652.30	$462.39	$5,315.38	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.22
109	85	131	$3,200.69	$1,652.30	$462.39	$5,315.38	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.22
110	76	73	$2,861.79	$1,477.35	$257.67	$4,596.81	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.40
111	74	69	$2,786.48	$1,438.47	$243.55	$4,468.50	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.93
112	74	69	$2,786.48	$1,438.47	$243.55	$4,468.50	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$85.93
113	76	75	$2,861.79	$1,477.35	$264.73	$4,603.87	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.54
114	85	134	$3,200.69	$1,652.30	$472.98	$5,325.97	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.42
115	85	134	$3,200.69	$1,652.30	$472.98	$5,325.97	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.42
116	76	75	$2,861.79	$1,477.35	$264.73	$4,603.87	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.54
117	74	70	$2,786.48	$1,438.47	$247.08	$4,472.03	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$86.00
118	74	70	$2,786.48	$1,438.47	$247.08	$4,472.03	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$86.00
119	76	76	$2,861.79	$1,477.35	$268.26	$4,607.40	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.60
120	85	136	$3,200.69	$1,652.30	$480.04	$5,333.02	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.56
121	85	136	$3,200.69	$1,652.30	$480.04	$5,333.02	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.56
122	76	76	$2,861.79	$1,477.35	$268.26	$4,607.40	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.60
123	74	70	$2,786.48	$1,438.47	$247.08	$4,472.03	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$86.00
124	74	70	$2,786.48	$1,438.47	$247.08	$4,472.03	$1,145.20	$203.01	$528.68	$6.51	$14.64	$45.48	$22.92	$86.00
125	76	77	$2,861.79	$1,477.35	$271.79	$4,610.93	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.67
126	85	138	$3,200.69	$1,652.30	$487.10	$5,340.08	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.69
127	85	138	$3,200.69	$1,652.30	$487.10	$5,340.08	$1,315.43	$233.19	$607.26	$7.47	$16.82	$52.24	$26.33	$102.69
128	76	77	$2,861.79	$1,477.35	$271.79	$4,610.93	$1,176.15	$208.50	$542.97	$6.68	$15.04	$46.71	$23.54	$88.67
128	10008	10002	$376,852.77	$194,543.80	$35,303.82	$606,700.39	$154,880.00	$27,456.00	$71,500.00	$880.00	$1,980.00	$6,151.20	$3,100.00	

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Document A4
Proposed Plan

Drawn to scale at A3

The areas on the Proposed Plan shown as “Courtyard” or “Balcony” are outside of the building.

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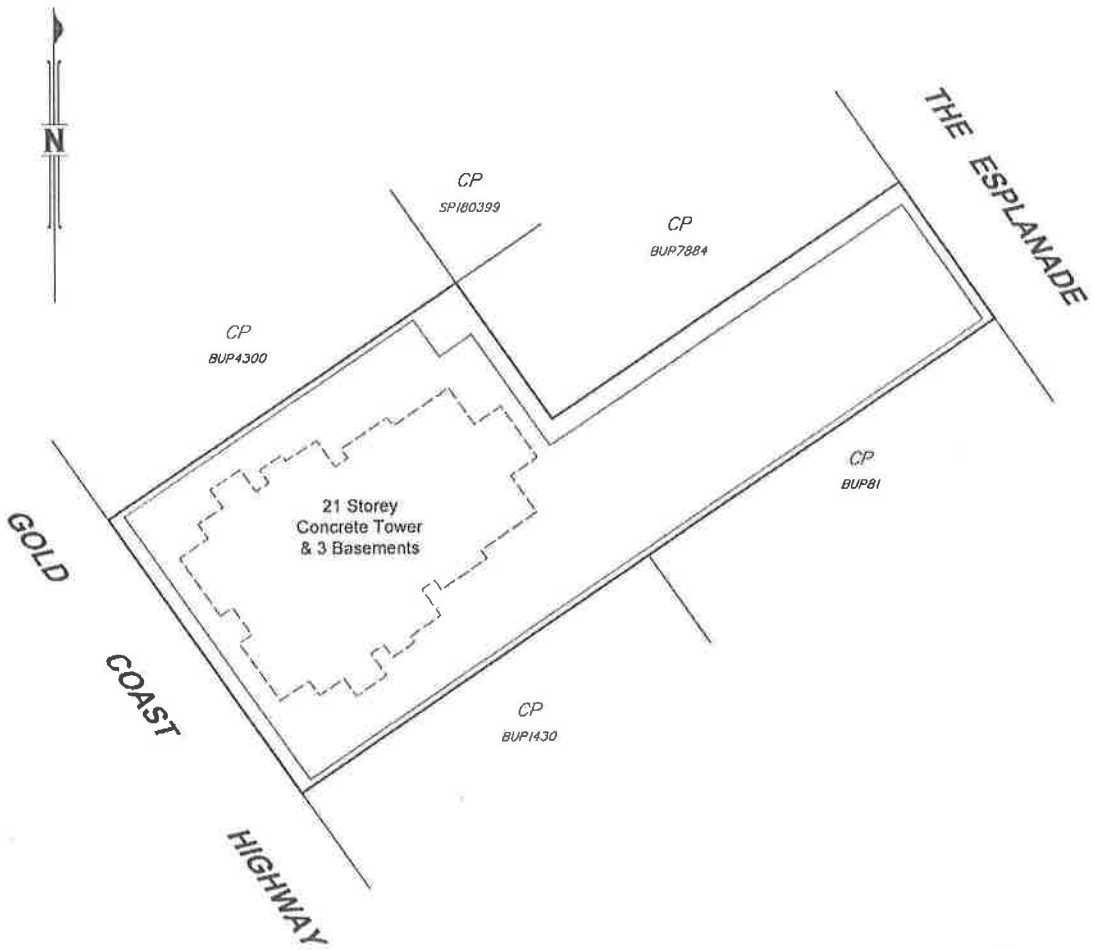
Land Title Act 1994 ; Land Act 1994
Form 21 Version 3

SURVEY PLAN

Sheet 1 of 14



Prepared by: B.B.H. Pty. Ltd.
Cadastral Surveyor, trading as:
BENNETT + BENNETT
Surveyors + Planners
Experience, Resources... Results

Scale 1:500

0m 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75
0 50 mm 100 mm 150 mm

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NOTE!
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Disclosure Plan of Lots 1–128 & Common Property

Cancelling Lot 1 on SP278150, Lot 1 on SP278151, Lot 1 on SP278152, Lot 1 on SP278153

LOCAL GOVERNMENT: *GOLD COAST CITY COUNCIL*

LOCALITY: *BURLEIGH HEADS*

Meridian: *RP89038*

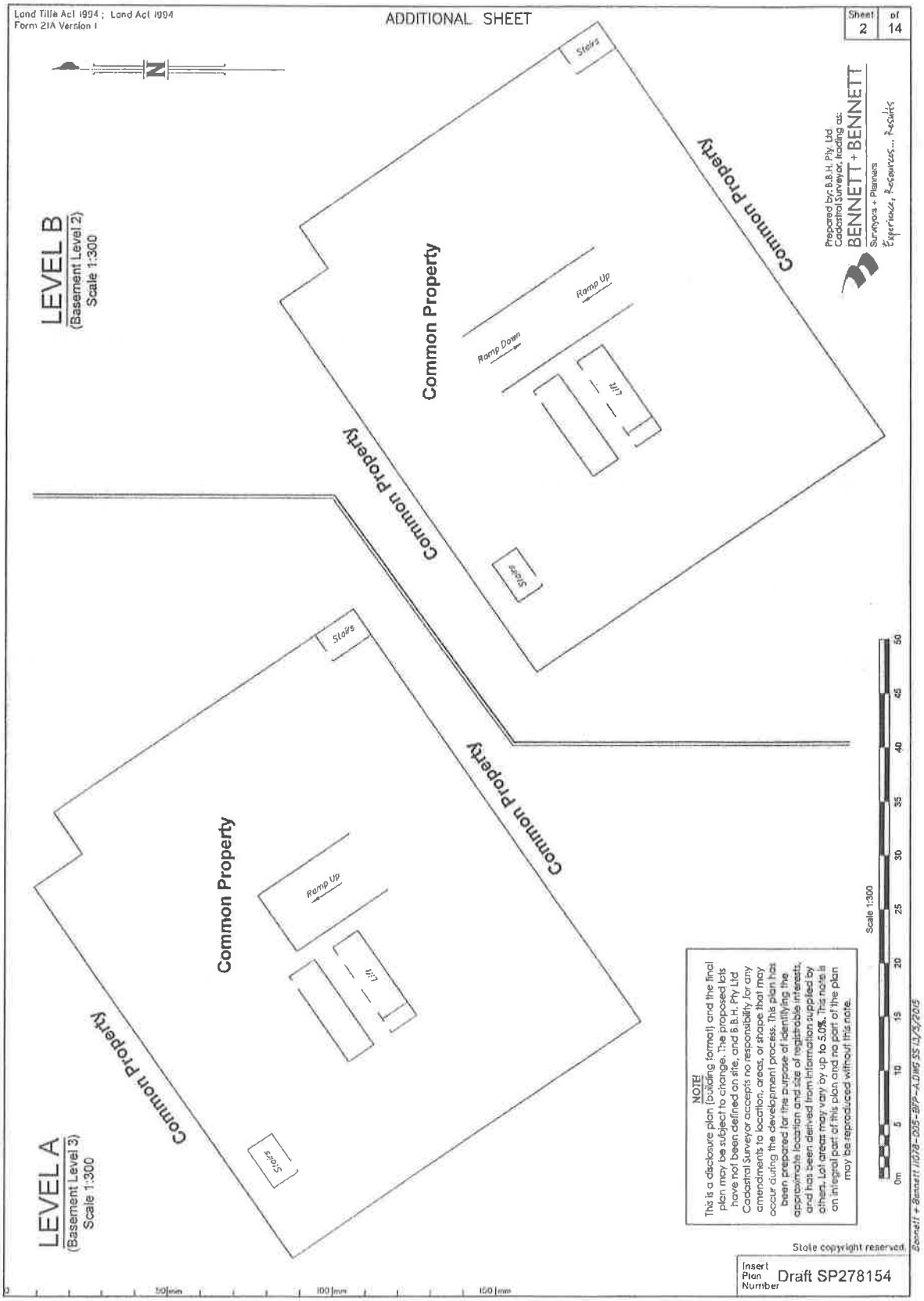
Survey Records: *No*

Scale: *1:500*

Format: BUILDING

Draft SP278154

Bennett + Bennett 11078-025-SPP-4.DWG SS 03/5/2005


Land Title Act 1994 ; Land Act 1994
Form 21A Version 1
ADDITIONAL SHEET
Sheet 2 of 14
LEVEL B
(Basement Level 2)
Scale 1:300
Common Property
Common Property
Common Property
Stairs
Ramp Up
Ramp Down
Lift
Stairs
Prepared by: B.B.H. Pty. Ltd
Cadastral Surveyor, trading as:
BENNETT + BENNETT
Surveyors + Planners
Experience, Resources... Results
LEVEL A
(Basement Level 3)
Scale 1:300
Common Property
Common Property
Common Property
Stairs
Ramp Up
Lift
Stairs
NOTE!
This is a disclosure plan (building format) and the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot areas may vary by up to 5.0%. This note is an integral part of this plan and no part of the plan may be reproduced without this note.
Scale 1:300
0m 5 10 15 20 25 30 35 40 45 50
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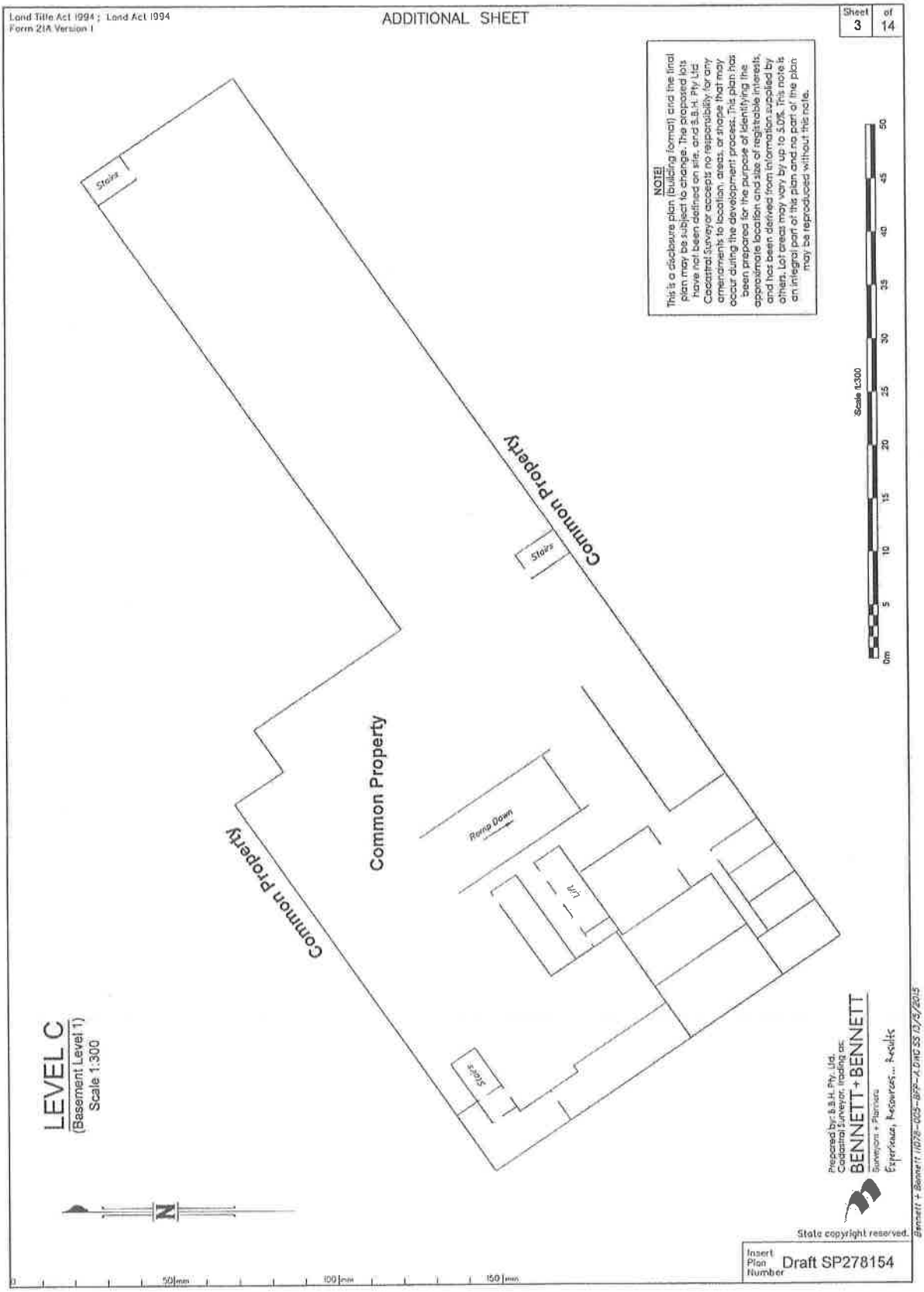
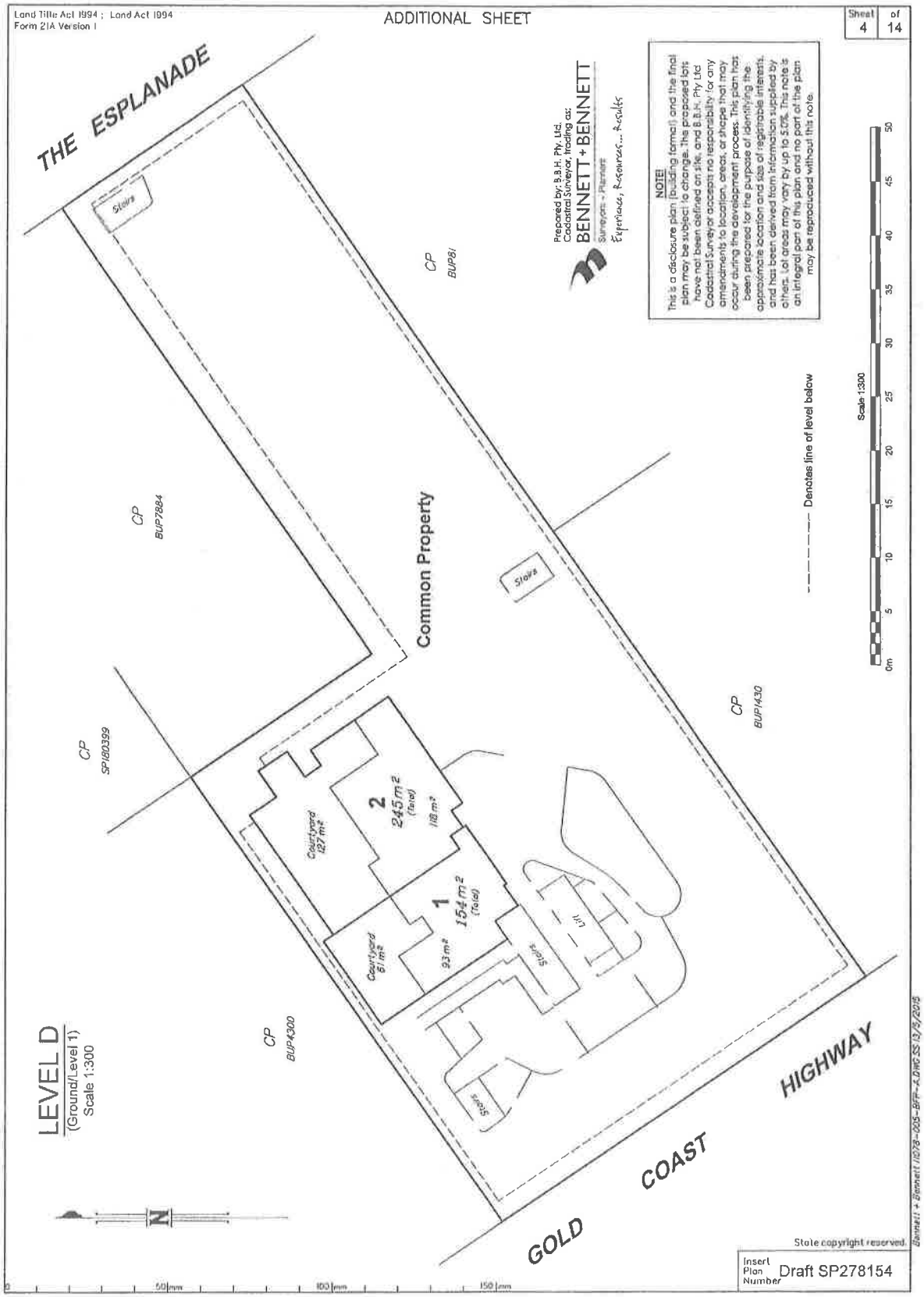
Insert Plan Number
Draft SP278154
Bennett + Bennett 11078-005-BFP-A.DWG SS 11/5/2015

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 3 of 14

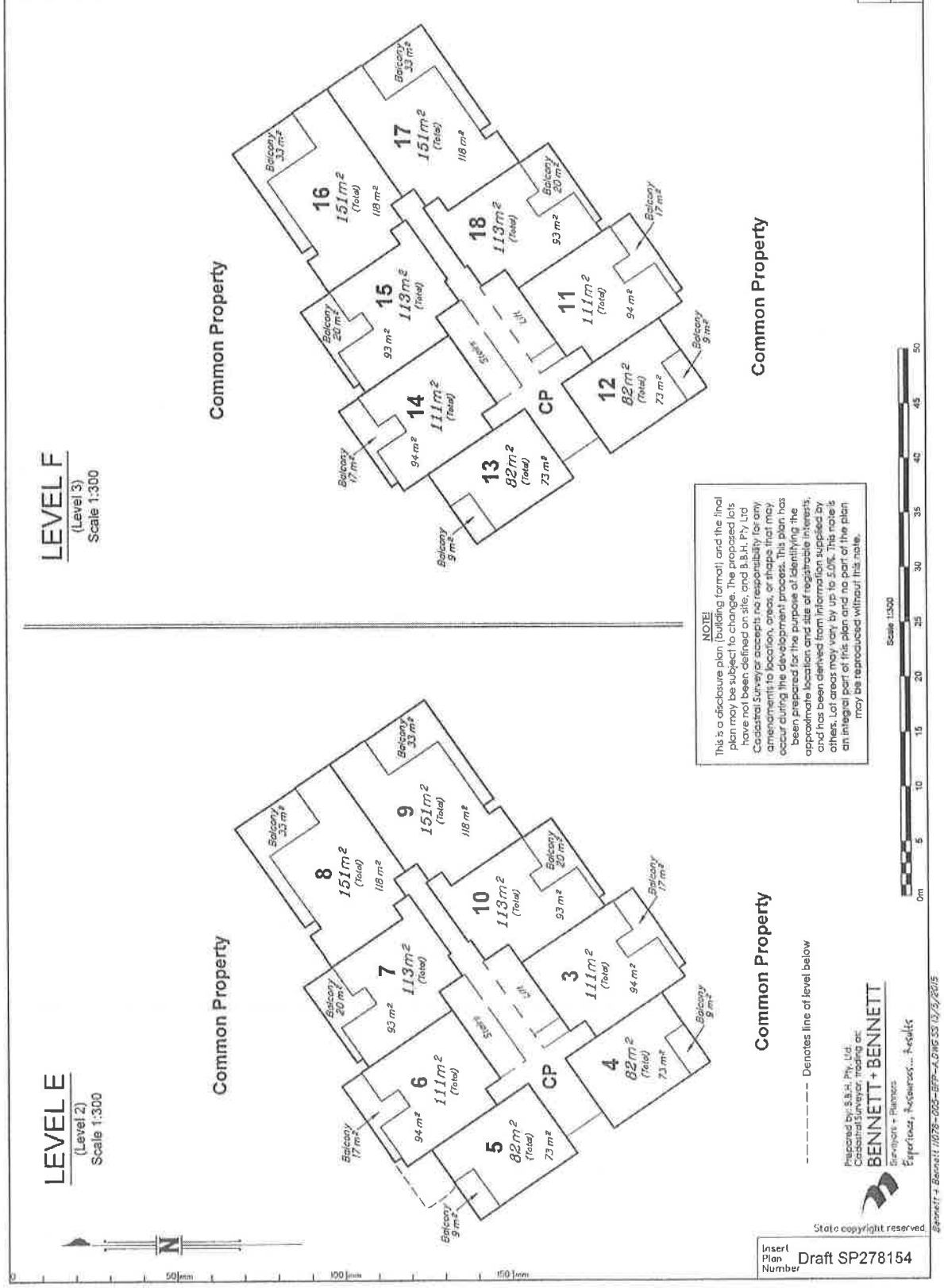



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1
ADDITIONAL SHEET
Sheet 4 of 14
THE ESPLANADE
Stairs
CP BUP7884
CP SP180399
CP BUP4300
CP BUP61
Common Property
Stairs
CP BUP1430
Courtyard 127 m²
2
245 m²
(Total)
118 m²
Courtyard 61 m²
1
154 m²
(Total)
93 m²
Stairs
Lift
Stairs
GOLD COAST HIGHWAY
LEVEL D
(Ground/Level 1)
Scale 1:300
Prepared by: B.B.H. Pty. Ltd.
Cadastral Surveyor, trading as:
BENNETT + BENNETT
Surveyors - Planners
Experience, Resources... Results
NOTE!
This is a disclosure plan (building format) and the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot areas may vary by up to 5.0%. This note is an integral part of this plan and no part of the plan may be reproduced without this note.
Denotes line of level below
Scale 1:300
0m 5 10 15 20 25 30 35 40 45 50
State copyright reserved.
Insert Plan Number Draft SP278154
Bennett + Bennett 11078-005-BFP-A.DWG SS 13/5/2015

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

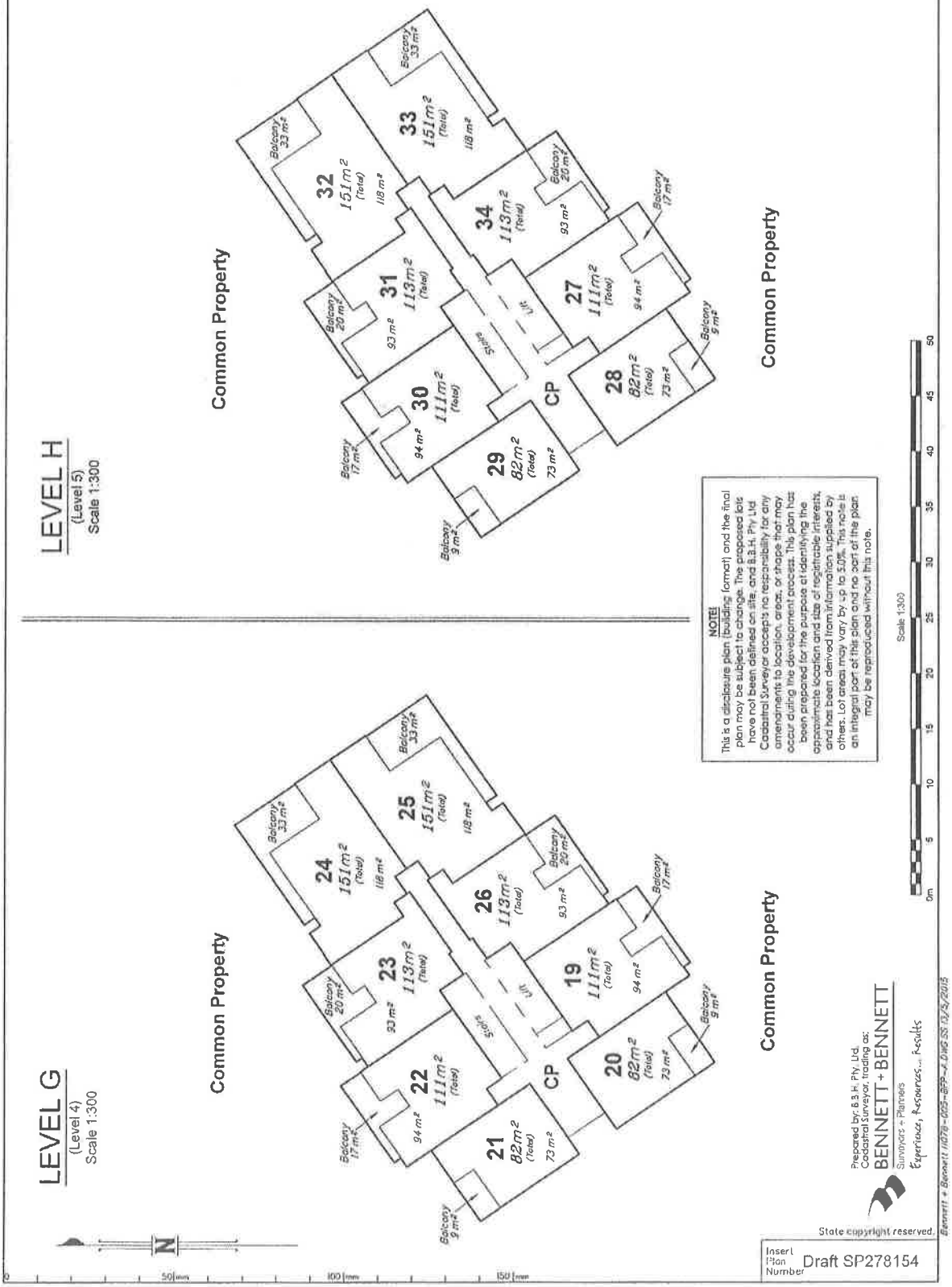
Sheet 5 of 14



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 6 of 14



NOTE!
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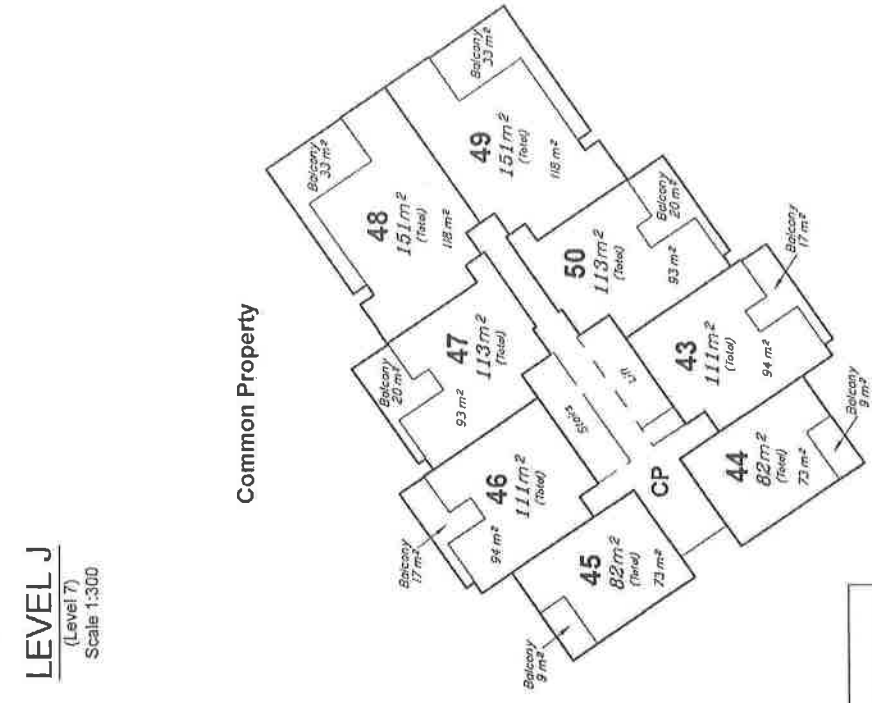
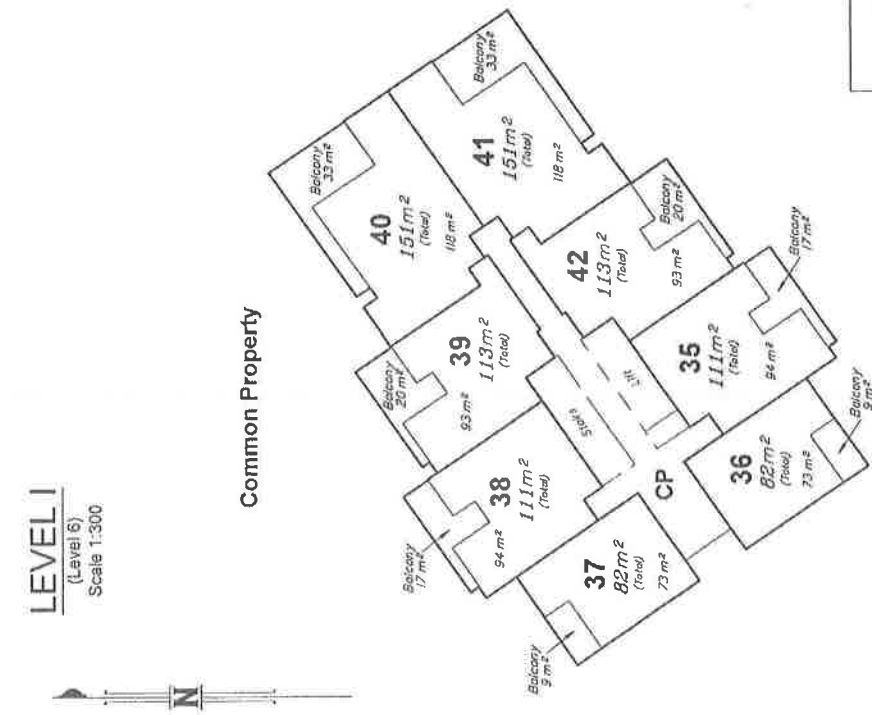
Sheet 7 of 14





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Scale 1:300
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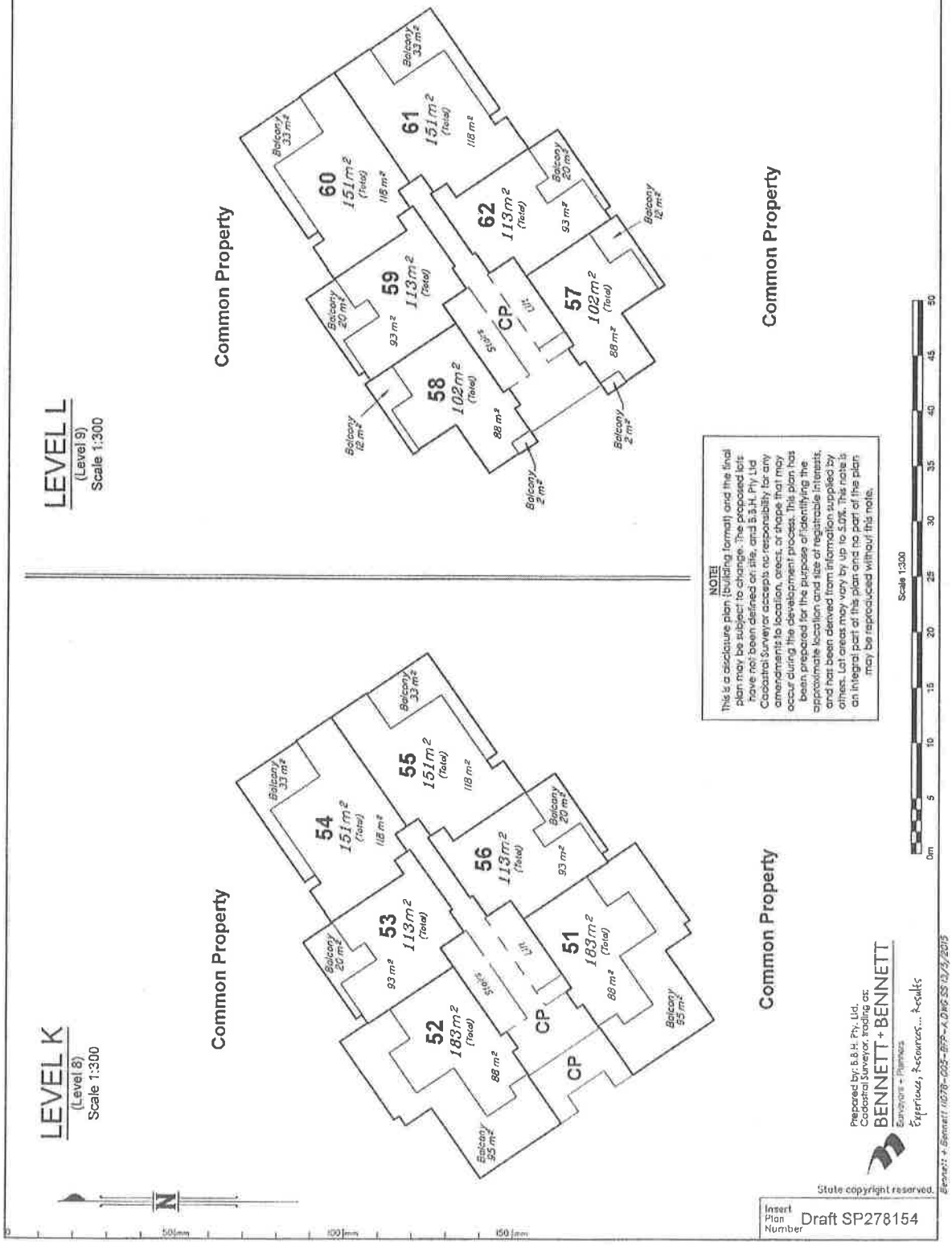
Sheet 8 of 14



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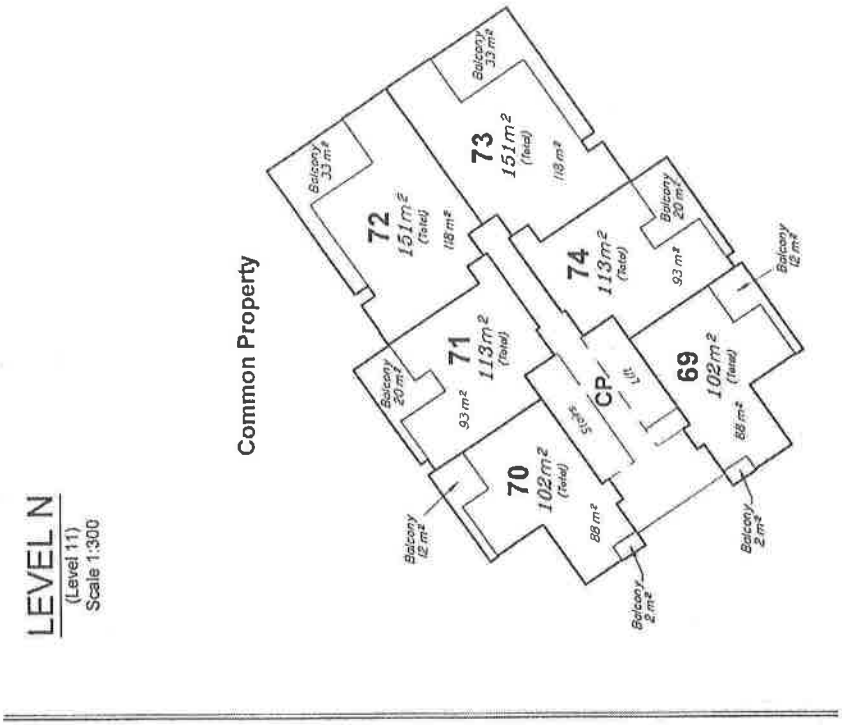

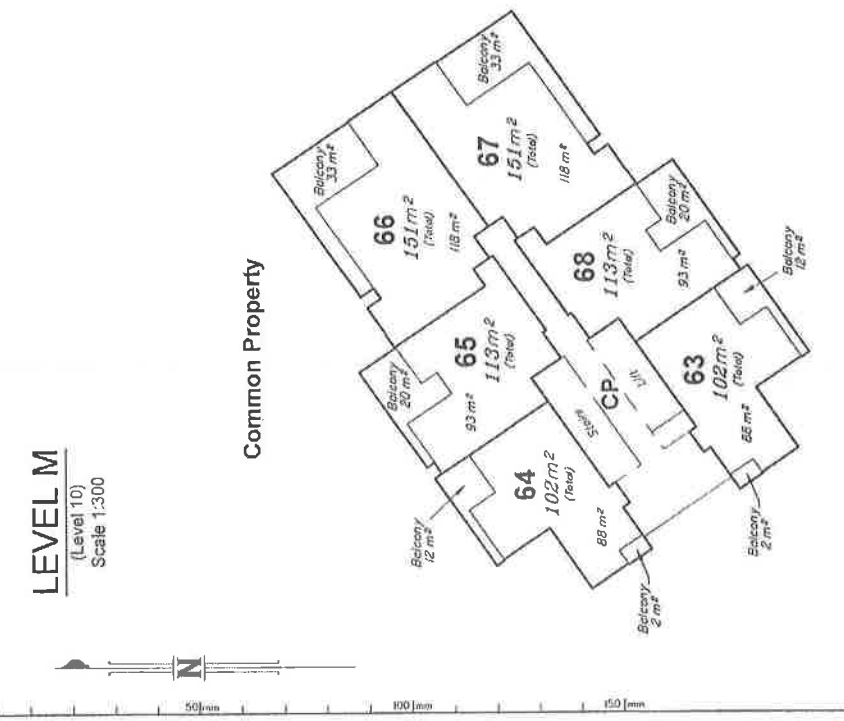

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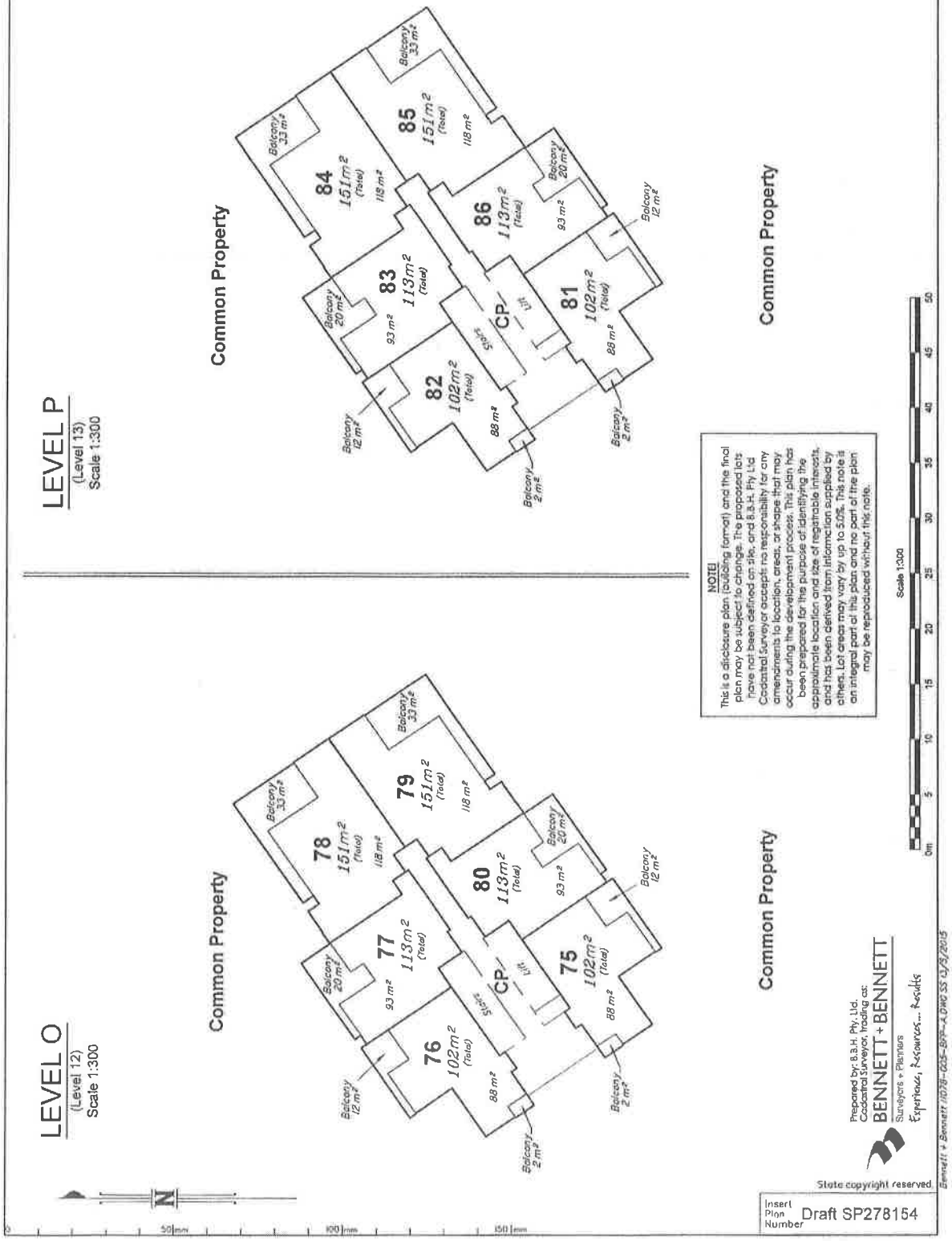

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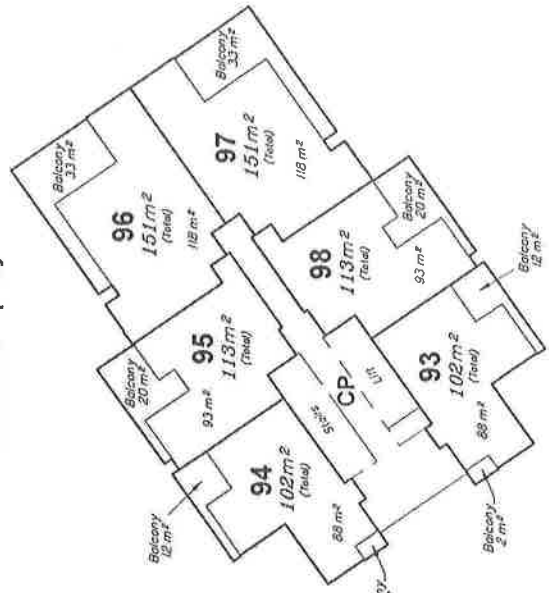

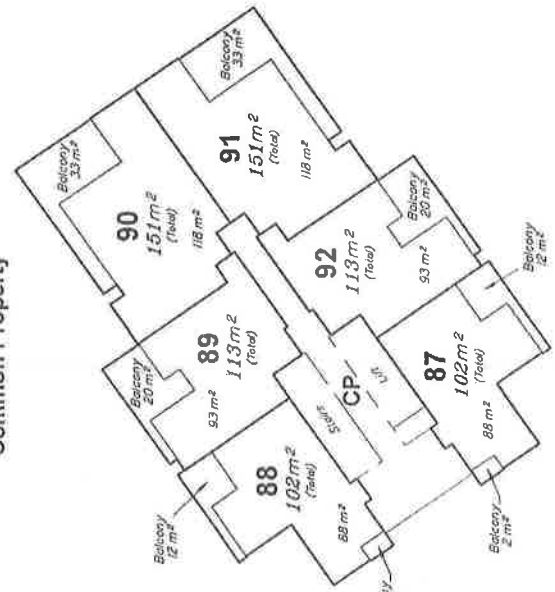

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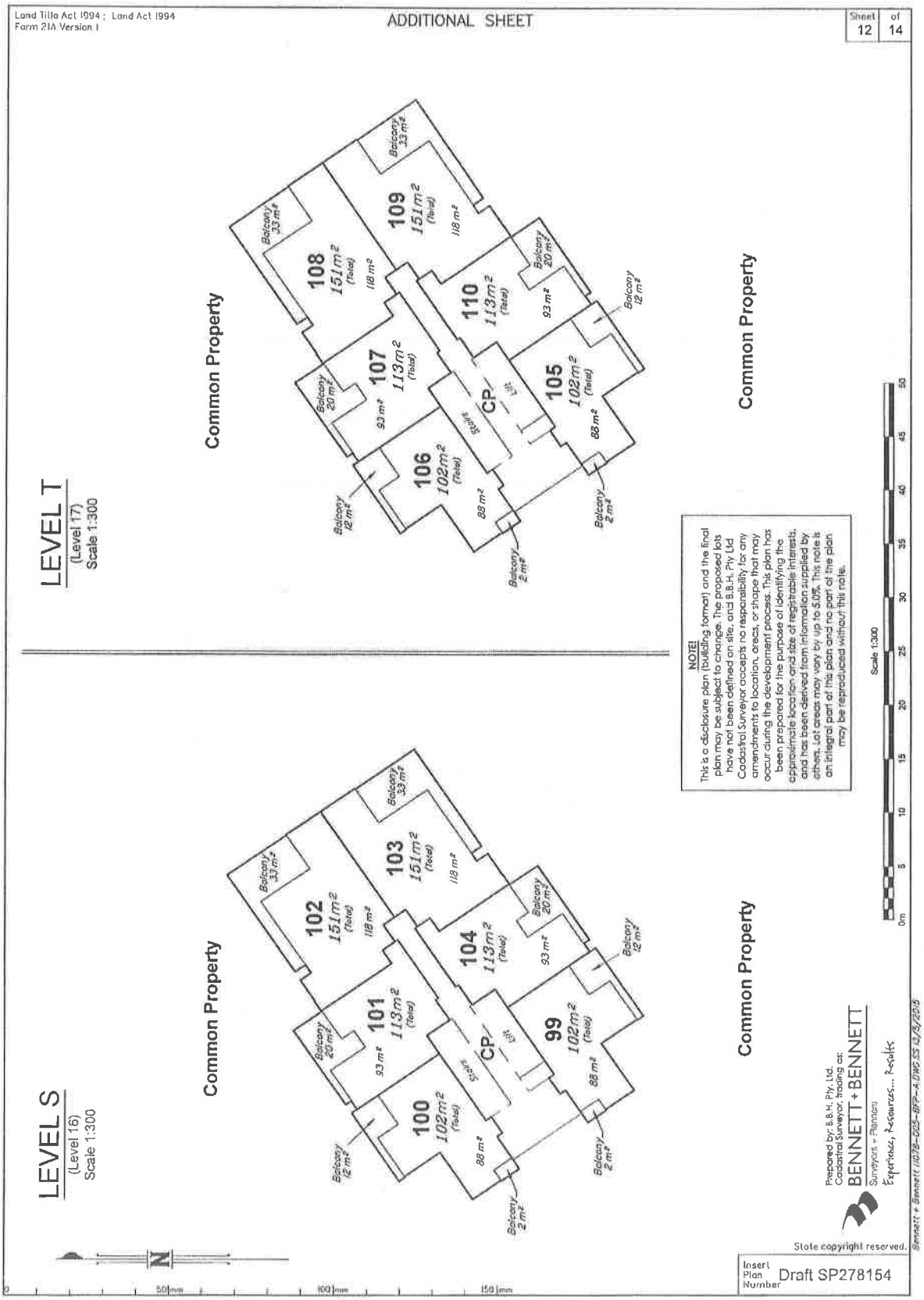

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LEVEL U
(Level 18)
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LEVEL V
(Level 19)
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Sheet 13 of 14

Land Title Act 1994 ; Land Act 1994
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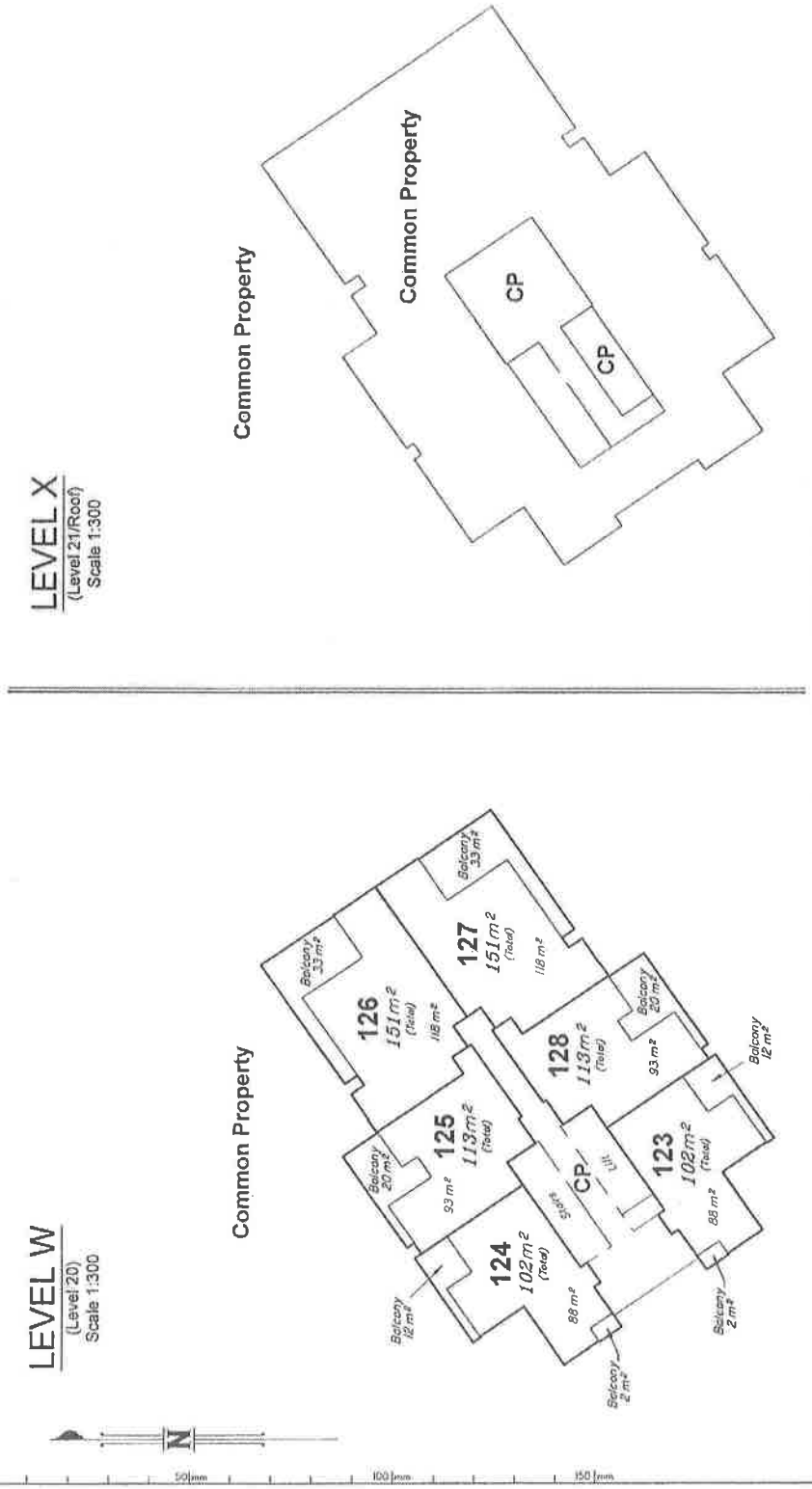
Sheet 14 of 14



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Document A5
Proposed Administration Agreement

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Administration Agreement

BETWEEN

Stewart Silver King and Burns (Gold Coast) Pty Ltd ABN 88 069 399 864 (SSKB) of 10 Frigo Court, Bundall QLD 4217.

AND

The Body Corporate for Boardwalk Burleigh Beach CTS TBA Accommodation Module (Body Corporate) of **70-72 The Esplanade.**

1 Term

This Agreement starts on Registration Date and finishes on 3 years from Date of Registration.For notes to assist you with the interpretation of this Agreement please see our website at http://sskb.com.au/wp-content/uploads/2014/08/QLD_notes_disbursement-updates.pdf

2 Fees and Service

2.1 Residential Administration Fee: $ 135.00 per lot per annum (plus GST) paid quarterly in advance by the Body Corporate after establishment.

2.2 Residential Outlay Charges: $ 60.00 per lot per annum (plus GST) paid quarterly in advance by the Body Corporate after establishment.

2.3 All fees for services and disbursements included in this agreement are exclusive of GST.

2.4 Service fees are payable in advance in quarterly instalments. Any other fees which may be incurred are payable monthly in arrears, based on the fees-for-service listed on the SSKB website at the time the service is rendered. SSKB is authorised to automatically deduct these amounts from body corporate funds.

2.5 Service fees will increase for each new body corporate financial year by 5% or CPI (all groups Brisbane) or WPI (all Sectors QLD), whichever is the greatest.The formula for applying the increase is set out in the notes to this agreement available on the sskb.com.au website. http://sskb.com.au/wp-content/uploads/2014/08/QLD_notes_disbursement-updates.pdf

Signing Clause

THE COMMON SEAL of: **The Body Corporate for Boardwalk Burleigh Beach CTS TBA** was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

(Signature 1)

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)

EXECUTED by its duly authorised representative on behalf of: **Stewart Silver King and Burns (Gold Coast) Pty Ltd ABN 88 069 399 864**

(Signature 1)

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)

Supporting communities in
GOLD COAST | MELBOURNE | BRISBANE | SUNSHINE COAST | NORTH QLD | NORTHERN NSW

sskb strata managers | community experts

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2.6 The services included within this Agreement are detailed at clause 3. Items or activities not listed are beyond the scope of this Agreement and are not covered by the secretarial fees stated at clause 2.1. Services requested outside of the items listed in clause 3 will attract a fee-for-service. Any disbursements associated with extra fee-for-service activity will also be charged as an additional expense.

2.7 The rates for fee-for-service activities are specified on our website at http://sskb.com.au/wp-content/uploads/2014/08/QLD_notes_disbursement-updates.pdf. Examples of services that are not included in the standard fee as set out in clause 2.1 are also available on our website at the above link.

3 The Agreed Services

Annual General Meeting

SSKB will:

3.1 Prepare and distribute the notice for the annual general meeting, including attachments, up to a total of 15 pages.

3.2 Attend the annual general meeting for two hours, providing the meeting is held between 8:30am and 5:00pm on a business day.

3.3 Prepare statutory motions required for the annual general meeting.

3.4 Distribute financial statements and audit reports.

3.5 Advise on routine meeting procedures.

3.6 Attend to one reiteration of the minutes of the AGM.

3.7 Make the SSKB office available as the venue for holding the AGM.

3.8 Record and distribute the minutes of the annual general meeting including a reconvened meeting.

Committee Meetings

SSKB will:

3.9 Prepare and distribute the notice for 3 committee meetings per year for the duration of this agreement.

3.10 Attend 3 committee meetings per year for the duration of this agreement for 2 hours each, providing the meeting is held between 8:30am and 5:00pm on a business day.

3.11 Record and distribute the minutes of 3 committee meetings per year for the duration of this agreement.

3.12 Advise on routine meeting procedure.

3.13 At meetings provide the committee with advice on standard body corporate industry matters.

3.14 Attend to one reiteration of the minutes of each meeting.

3.15 Make the SSKB office available as the venue for the committee meeting.

Financial Matters

SSKB will:

3.16 Open, maintain and operate one bank account.

3.17 Receipt funds to and reconcile the Body Corporate bank account using the software nominated by SSKB.

3.18 Through the use of the Hub Payment Portal, process and pay the invoices received by the Body Corporate, providing those invoices are appropriately approved.

3.19 Issue the levy notices for owners' fees up to three times per year.

3.20 Receipt and reconcile fees paid by owners.

3.21 Prepare for the purposes of discussion and approval by the committee a draft budget each financial year.

3.22 Prepare accrued accounts at the end of the Body Corporate financial year.

3.23 Pay approved insurance premiums from the Body Corporate funds.

3.24 Maintain a list of unpaid owners' levies.

Records

SSKB will:

3.25 Keep a list of the names and addresses provided by owners.

3.26 Make the records of the Body Corporate available for inspection.

3.27 Where provided by the Body Corporate, keep the documents of the Body Corporate, but not the archive records.

3.28 Keep and update the registers as required by *The BCCM Act* and Regulations.

3.29 Keep custody of the common seal.

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3.30 Manage the Body Corporate data on software nominated by SSKB.

Administrative

SSKB will:

3.31 Manage insurance claims where the insurance is placed through SSKB's nominated broker.

3.32 Receive correspondence on behalf of the Body Corporate.

3.33 Arrange for the appointment of a Returning Officer for a general meeting.

3.34 Provide a call centre for general enquiries.

3.35 Be appointed the Public Officer (for the purposes of signing statutory documents as instructed by the committee).

3.36 Provide minutes and documents on the Body Corporate portal and generally manage the site on behalf of the Body Corporate.

4 Procedural Matters

4.1 SSKB holds professional indemnity insurance of $5,000,000.

4.2 SSKB may keep the Body Corporate records in either paper, photographic or electronic form.

4.3 To the extent necessary, SSKB and its delegates are granted "Authorised Powers", which are the same powers as the executive members of the committee under the *Body Corporate and Community Management Act*. This authorisation does not make SSKB responsible for performing the statutory functions of the Body Corporate and it does not relieve the Body Corporate nor the Body Corporate committee of their statutory functions and responsibilities.

4.4 SSKB is authorised to chair a reconvened general meeting if the SSKB representative is the only person present for the purpose of forming a quorum.

4.5 SSKB is authorised to administer funds controlled by the Body Corporate, and is entitled to select the financial institution which holds the bank account for the Body Corporate.

4.6 SSKB is entitled to select industry specific software for operating the Body Corporate records and financial administration and the Body Corporate will pay the costs charged by the supplier of this software.

4.7 The Body Corporate authorises SSKB to obtain quotations for insurance coverage for the Body Corporate, to place insurance as the Body Corporate directs, and to pay the premiums out of the Body Corporate funds. The Body Corporate acknowledges that SSKB does not provide advice about insurance. The Body Corporate maintains its responsibility for selecting its own policy and ensuring it is adequate.

4.8 SSKB is entitled to retain fees received for provision of search services, disclosure statements, information certificates and records supplied to owners and for any other services delivered to owners in their individual capacity.

4.9 SSKB is entitled to retain any fees or commission it may receive from the associates, partners and suppliers listed in clause 5.

4.10 The body corporate will provide instructions to SSKB through the Chairperson, or from time to time, a person nominated by the Body Corporate. SSKB should be advised in writing by the Body Corporate of alternative nominees.

4.11 SSKB is entitled to transfer this agreement to another party in accordance with the *Body Corporate and Community Management Act*.

4.12 Both the Body Corporate and SSKB have rights of Termination of this Agreement, as set out in the *Body Corporate and Community Management Act*. Additionally, SSKB may elect to end this agreement by providing the Body Corporate 30 days notice of its intention to terminate. Upon the expiry or earlier termination of the Agreement by either party, SSKB's Hand Over Procedure and the *Body Corporate and Community Management Act* will apply to handing over the Body Corporate records. The Body Corporate authorises SSKB to deduct from the Body Corporate funds any outstanding fees and charges whatsoever prior to completing the hand over of the records.

4.13 The Body Corporate will indemnify SSKB if it incurs expense, is held liable for any damages or costs, or is a party to any litigation, arising during the proper performance of this Agreement.

4.14 Any notice given pursuant to this agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.

4.15 If anything in this Agreement is unenforceable, illegal or void then it is severed for the rest of the agreement and the balance of the terms in the

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Agreement remain in force unless their basic purpose would be defeated by the severance of the offending term.

4.16 The Body Corporate acknowledges that this Agreement does not relate to property maintenance and that SSKB is not required under this Agreement to carry out any property maintenance services for the Scheme.

4.17 SSKB does not provide management services for the purposes of the FRSA and it is recommended that the Body Corporate seeks advice about fire issues on a regular basis to avoid non-compliance.

5 Commissions and Disclosure of Associates Required under the *Body Corporate and Community Management Act*

5.1 During the Agreement SSKB may receive commissions, dividends and revenue from the parties listed in the table below.

5.2 SSKB may receive commission up to 20% from insurers, insurance brokers or other persons should it place the Body Corporate insurance.

5.3 SSKB is, at the commencement of this Agreement, associated with the parties listed in the table below:

Name of Company
Stewart Silver King and Burns Pty Ltd ACN 138 492 556 Ultimate holding Company
SSKB Holdings Pty Ltd ACN 100 073 872 Subsidiary company of Stewart Silver King and Burns Pty Ltd and shareholder of the subsidiary companies nominated below:
Subsidiary Companies of SSKB Holdings Pty Ltd:
Stewart Silver King and Burns (Brisbane) Pty Ltd ACN 078 545 329
Stewart Silver King and Burns (Gold Coast) Pty Ltd ACN 069 399 864
Stewart Silver King and Burns (Sunshine Coast) Pty Ltd ACN 010 953 054
Stewart Silver King and Burns (NSW) Pty Ltd ACN 098 060 952
Stewart Silver King and Burns (Victoria) Pty Ltd ACN 114 836 172
SSKB Body Corporate Management Pty Ltd ACN 100 137 862
SSKB Strata Consulting Pty Ltd ACN 076 320 413
Silver Asset Services Pty Ltd ACN 071 843 304
SSKB Tax Compliance Pty Ltd ACN118 610 736
Symland Pty Ltd ACN 054 260 383 trading as Star Building Management Pty Ltd ACN 054 260 383
SSKB Financial Services Pty Ltd ACN 113 402 985 Subsidiary of SSKB Holdings and shareholder in the Bundall franchise of the Bendigo Bank
Other Associated Parties
IAGB – Insurance Aid General Brokers Partnership Pty Ltd ACN 097 567 710 Partner to provide insurance advice and brokerage services
Whitbread Insurance Brokers ACN 005 490 228 Provider of insurance services Victoria

6 Special Conditions

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Notes for the interpretation of the SSKB Administration Agreement

Application of CPI/WPI Mechanism for increases

For each new Body Corporate financial year the fees in the Agreement will increase by 5% or CPI (all groups Brisbane) or WPI (all sectors QLD), whichever is the greatest.

The CPI/WPI Index increase mechanism is calculated using the following formula:

$$\frac{A \times B}{C}$$

Where: A is the fee payable for the year immediately prior to the Review Date;

B is the CPI/WPI Index determined for the quarter ending immediately prior to the Review Date;

C is the CPI/WPI Index determined for the quarter ending immediately prior to commencement of the year last concluded.

Insurance

The Body Corporate specifically authorises the Manager to obtain quotations for insurance cover for the scheme as required under the Regulation Module, including any other policies that may be specified by the Body Corporate. The Body Corporate also authorise the Manager to pay insurance premiums from the Body Corporate funds

Where the Body Corporate has not placed the insurance through SSKB's nominated insurer, insurance claims management and processing forms part of the Fee for Service

An insurance claim form and information on submitting claims is available on the SSKB website: http://sskb.com.au/wp-content/uploads/2013/08/Insurance-Claim-Form.pdf

Termination Provisions

Either party may terminate the Agreement in accordance with the Act and/or the Module.

The Manager may terminate the Agreement at any time and for any reason by giving 30 days written notice to the Body Corporate.

For instance, if the Body Corporate fails to pay the Manager any amount owing to it under the Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then the Manager may terminate the Agreement by giving 30 days written notice to the Body Corporate; and the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

Assignment Provisions

This Agreement, in accordance with the Act and Module, may be transferred by the Manager following approval of the Body Corporate committee (unless it is a restricted issue for the committee).

Handover Procedure

On expiry or earlier termination of the Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents within 14 days after the expiry or termination in accordance with the Act and the Module. The SSKB Handover Process is located on the SSKB website http://sskb.com.au/policies.html

Fee for Service

The following items are not services included in the standard fee, but they may be services required from time to time by the Body Corporate and if performed they will be provided at the rates specified below. Where there is no rate specified then the charge will be calculated at the hourly rates, which are also set out below:

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Examples of Fee for Service

Meetings

- Anything to do with any extraordinary general meetings
- Any secret voting or secret ballots at either the annual general meeting or an extraordinary general meeting
- Including more than 15 pages of attachments to the annual general meeting notice. In this case each additional page would be subject to photocopy charges and the meeting notice would be subject to additional postage charges to distribute.
- Anything to do with any committee meeting over and above the agreed number of meetings
- Drafting of correspondence for the Body Corporate
- Attending meetings or any other services required outside of business hours
- Attending meetings that go longer than the agreed duration in the agreement (which is generally 2 hours)

Financial

- Preparation of Business Activity Statements/Income Activity Statements
- Preparation of Audit Packs and resolution of audit queries.
- Process Payroll, superannuation and employee related expenses for any Body Corporate employees and associated annual reconciliation
- Preparation additional accrued accounts
- Government Tax Audits
- Investment of surplus funds on the instruction of the committee
- Authorising and coding of invoices where a committee member or building manager has not undertaken this task
- Paying invoices in circumstance other than through the use of the Hub Payment Portal system
- Recoding and on-charging of expenses
- Receipt and reconcile fees paid by one owner for multiple lots
- Body Corporate set up fees including TFN/ABN/GST registration
- Opening and closing bank accounts including travel to branches
- Distribute other levy notices other than the nominated notices (e.g. utility on charging) and special levy notices
- Change of Public Officer

Secretarial and Administrative

- Any time any service is specifically required by the Body Corporate to be done in non-standard business hours (for instance attending at the Body Corporate on a Saturday)
- Dealing with individual owners on Body Corporate matters relating to their lots
- Archiving of records
- Any matter related to the collecting of unpaid contributions
- Lodgement of documents with Dept. of Natural Resources, including, preparation of applications and submissions to the Commissioner for Body Corporate
- Call for nominations for the positions of executive and ordinary members of the committee and call for submission of motions for the annual general meeting
- Liaison with independent contractors and obtaining reports/quotations
- Any matters to do with building management statements and architectural review committees
- Liaising with lawyers or other professionals
- Any matters to do with non-receipt of change of ownership or change of address details
- Forwarding new owner information (by-laws, levies, minutes)
- Assisting the Body Corporate in the application of the by-laws
- Travel to and from meetings

Note the fees applicable will be as listed on the SSKB website at the time the service is rendered http://sskb.com.au/our-clients/our-fees/qld-admin-agreement-notes.html

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Secretarial Fee-for-Service	Hourly Rate (ex GST)
Consultants per hour	$250.00
Community Managers (CM) per hour	$250.00
Accountant per hour	$185.00
Assistant Accountant/Assistant Community Manager per hour	$125.00
Administrative Staff per hour	$95.00
Travel for meetings plus disbursement fees	$60.00

Meetings other than Agreed Meetings	
Community Manager	Community Mgr hourly rate
PP&S (including electronic communication)	As per disbursement fees

Administrative Fee-for-Service	
Attending to Secret Ballot/Motion Voting	Asst Community Mgr hourly rate
Nomination Fees	$3.90/notice
Change of ownership (welcome packs) plus disbursement fees	$15.00
Uploading documents to the Portal other than minutes and agendas	Admin Hourly Rate
Insurance Claim Processing, if business placed outside SSKB nominated broker	Community Mgr hourly rate

Liaison with Government Departments and Other Professionals	
Preparation of Application / Submission to Commissioner for Body Corporate, lodgement of documents with Department of Natural Resources and Office of Fair Trading.	Community Mgr hourly rate plus Government. Charges
Liaison with Lawyers or other professional	

Management Rights Transfer	
Administration Charges	$250.00/transfer
Community Managers	Community Mgr hourly rate
PP&S(including electronic communication)	As per disbursement fees

Obtaining quotations and ordering of	
WH&S/Sinking Fund/Insurance Valuation/Other Reports	Asst Community Mgr hourly rate
Repairs and Maintenance Co-ordination (if there is no Building Manager on site)	Community Mgr hourly rate

Financial Services – Fee-for-Service	
GST related activities (inc checking tax invoices and supplying ABN details)	Accountant hourly rate
Audit Pack Preparation fee - up to 20 lots	30% of auditors fee
Audit Pack Preparation fee - more than 20 lots	$7.00/lot or 25% of auditors fee (whichever is greater)
Subsequent queries and involvement in the audit.	Accountant hourly rate
Business Activity Statement (BAS)	$285.00/return
Instalment Activity Statement Returns	$150.00/return
Provision of reports to company preparing the BAS	Accountant hourly rate
Additional accrued periodic financial statements	$400.00 per report
Additional non-accrued financial statements	$130.00
Annual CPI Calculation for Managers Fees	$75.00
Employee Payroll Processing	$15.00/employee/ per pay period
Financial Year end Payroll Reconciliation	Accountant hourly rate
Bulk Utility Accruals provided by SAS (per annum or quarterly)	$100.00/frequency
Bulk Utility Accruals provided by other providers (per annum or quarterly)	Accountant hourly rate
Insurance Premium Processing (payment plans)	Accountant hourly rate
Authorising accounts for payments to creditors	Community Mgr hourly rate
Register of Plant Annual Returns	$60.00/return + 30%
Workers Compensation Returns	$60.00/return + 30%
Change of Public Officer	$25.00
Changes to HUB Approver	Admin Staff Hourly Rate
Issuing notices and attending to queries in relation to second debtor non payments	$30.00 1st Notice $180.00 L.O.D Admin Staff Hrly rate thereafter

On-Charging	
Recharges including on-charging to lot owners and related bodies corporate/BMG	$9.50/notice
On-Charging to Non-Lot Owners	Asst. Accountant hourly rate

Other	
Tax Return Fee	As per service provider
Software Licence Fee	As per service provider
Other unspecified items or duties as performed from time to time by SSKB at the cost nominated by SSKB	

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Body Corporate Set Up Fees	
New Schemes	$500.00–$1,000
Existing Schemes under 30 lots $450 covers the first 4 hours with additional time spent at $125 per hr	$450.00
Existing Schemes over 30 lots $450 covers the first 4 hours with additional time spent at $125 per hr.	$450.00 or by negotiation
Re-subdivisions – system update and consultancy	Asst. Acct/Consult/ hourly rate
Changing Banks – operating account (includes opening new account and closing old account)	$100.00
Manual Bank Reconciliation of outgoing account (where both accounts are required to be operational)	Asst. Accountant hourly rate
TFN/ABN/GST Setup/Deregistration (for existing buildings)	Acct. hourly rate

Recovery Fees Non Payment of Contributions (on-charged to the lot owner)	
Preparation and issue of the Reminder Notice	$30.00/notice
Preparation and issue of the Overdue Notice	$60.00/notice
Preparation and issue of Letter of Demand (plus out of pocket expenses).	$180.00/letter
Standard search fee	$35.00
Additional Statements	$10.00
Any other matter related to contribution recovery	$120.00/hr
Investigating and tracing change of ownership and address not notified to the Body Corporate.	Admin Staff hrly rate + additional fees & disburse.

Request for Services by Lot Owners (on-charged to the owner)	
On request Owner's Statement	$30.00/statement
Restore copies of Contribution Notice for tax purposes	$30.00 per financial year
On request copy of current Contribution Notice	$5.50/notice
On request Copies of By-Laws, Roll Lists, etc.	Admin Staff hourly rate
Supply of Keys/Keycards/Fobs/ Car Park Remote Control	Admin Staff hourly rate plus costs
On request Insurance Certificate of Currency	$27.27
Application for Discount (for processing approved application)	$50.00
Managing payment plans	Admin Staff hourly rate
Dishonoured Cheque	$25.00 plus bank charges
Refund of overpayments	$31.82
Re-allocation of funds between lots (within the same scheme)	$9.50/lot
Re-allocation of funds between multiple schemes	$35.00

Disbursements (exclusive of GST)

All Telephone calls	Telstra current charge + 30%
Facsimile outgoing	Telstra current charge + 30%
Facsimile Incoming	$1.00 per page
Emails (Incoming and Outgoing)	50c per email transmission
EFT Remittance Transmission	$0.50
Cheque Paper	$0.15
SMS	Cost + 30%
Photocopying (black print on white):	
A4 single-sided copy:	
1-1499 pages	43c per page
> 1500 pages	36c per page
A4 double-sided copy:	
1-1499 pages	80c per page
> 1500 pages	68c per page
A3 single-sided copy and other	70c per page
Photocopying (black print on colour):	
A4 single-sided copy:	
1 – 1499 pages	49c per page
> 1500 pages	44c per page
Colour Image Copying (in house):	
A4 single-sided copy	72c per page
A4 double-sided copy	$1.72 per page
A3 single-sided copy	$1.72 per page
Colour Image Copying (outsourced)	Cost per page + 30%
Labels – small (per sheet)	$2.50
Special Levy Contribution Forms	50c per Form
Additional Contribution Notices	50c per Form
Envelopes:	
Standard DL/DLX	$0.25
DL/DLX W/Face	$0.28
C4 Plain (229x324)	$0.45
C4 W/Face (229x324)	$0.48
Secret Ballot/Secret Motion	$1.20
Returning Officer Envelope	$1.00 + postage
Postage:	
DL envelopes	AusPost charges + 30%
Reply Paid	AusPost charges + 30%
International	AusPost charges + 30%
Courier (urgent / standard)	Courier current charge + 30%
Archiving including electronic storage:	
1 box = 100 MB	
Archive Box	$6.00/box
Storage	$6.20/wk 1st box
Additional Boxes	50c/week
Retrieval/Re-file	$9.80/box
Priority Retrieval Courier Fees	Cost + 30%
Removal and destruction of records	Admin Staff hourly rate
Permanent removal of carton (storage facility on-charge)	$4.00 ea.
Files:	
Minute Book (includes spiral binder)	$19.50
Plastic Sheet Protectors A4	$0.10
Lever Arch Files (coloured folders)	$4.80
Disks	$4.00
Other:	
Common Seal	Cost + 30%
Payment Approval Stamp	Cost + 30%
Travel Expenses	ATO Car Rates + 30% & Airfares at cost + 15%

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Document A6

Proposed Caretaking Agreement

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Caretaking Agreement

THE BODY CORPORATE FOR BOARDWALK BURLEIGH BEACH

COMMUNITY TITLES SCHEME NO [INSERT]

(The Body Corporate)

[INSERT]

(The Caretaker)

Level 6, Corporate Centre
Cnr Bundall Rd & Slatyer Ave
BUNDALL QLD 4217
PH: 07.5574 1000
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PO Box 5559
GCMC QLD 9726
FAX: 07.5574 1130

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Dated 2015.

Parties **BODY CORPORATE FOR BOARDWALK BURLEIGH BEACH COMMUNITY TITLES SCHEME NO [INSERT]** a body corporate formed under the Body Corporate and Community Management Act 1997, care of Stewart Silver King & Burns of 10 Frigo Court, Bundall

(Body Corporate)

[INSERT] of [INSERT]

(Caretaker)

Introduction

A. The Body Corporate must administer the Common Property reasonably and for the benefit of the Owners of the Lots.

B. The Body Corporate appoints the Caretaker to perform Caretaking Duties by looking after the Common Property and the other property of the Body Corporate under this Deed.

C. The Caretaker is a service contractor as defined in the Act and accepts the appointment.

This Deed Witnesses

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

If any definition is inconsistent with the Act it has the meaning defined in the Act or unless the context otherwise requires:

Act means *the Body Corporate and Community Management Act* 1997;

Associate means if the Caretaker is a company, its directors, substantial shareholders and its management, or if the Caretaker is a partnership, the partners and management of the partnership;

Caretaking Duties means the duties the Caretaker must perform under this Deed;

Commencement Date means _____.

Complex means the Lots and Common Property in the Scheme being the complex known as Boardwalk Burleigh Beach CTS [INSERT] at 70-72 The Esplanade, Burleigh Qld 4220 and 1877-1879 Gold Coast Highway, Burleigh Qld 4220;

Common Property means the common property as defined by the Act and includes all Body Corporate property located on the common property, but does not include any Exclusive Area;

Committee means the Body Corporate committee elected or appointed under the Act;

Controller means the person who in the reasonable opinion of the Body Corporate has effective control of the relevant company;

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CPI means the Consumer Price Index All Groups for Brisbane published by the Australian Bureau of Statistics, or if that is suspended or discontinued, then the Queensland male basic wage applicable in Brisbane;

Exclusive Area means any part of the Common Property over which any person Owner or Lot has a lease or exclusive use. An Exclusive Area is not an area which is used for carparking, is not enclosed, is accessible to the Caretaker and is an area which the Body Corporate must keep clean and maintained;

GST means the goods and services tax under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation.

Lots means lots in the Scheme;

Management Rights has the same meaning as in the Act;

Maximum Expenditure $2,000.00;

Nominee means the person nominated by the Body Corporate under Clause 7.1;

Owners means registered owners of Lots and includes mortgagees in possession;

Remuneration means $140,800.00 (exclusive of GST) for the first year of the Term and after that as calculated under this Deed;

Scheme means the Community Titles Scheme for the Complex under which the Body Corporate was created;

Scheme Frontage means the street frontage and verge on the east and west boundaries of the Scheme;

Term means 25 years from the Commencement Date, terminating on the Termination Date; and

Termination Date means [Insert date 25 years from Commencement Date].

1.2 **Interpretation**

Unless the contrary intention appears:

(a) reference to a gender includes any other gender;

(b) words denoting persons include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;

(c) reference to a party includes that parties personal representatives, successors and assigns;

(d) reference to a group of persons includes a reference to all of them collectively, any two or more of them collectively, and each of them individually;

(e) if an obligation is imposed on two or more parties, each party is liable for the obligation individually and together with each other person;

(f) words expressing the singular include the plural and vice versa;

(g) headings are for convenience only and do not affect interpretation;

(h) all schedules or annexures to this Deed form part of this Deed;

(i) reference to a document includes any variation or replacement of it;

(j) references to a date or time are to Brisbane time;

(k) reference to money, "$" and "dollars" are to Australian dollars;

(l) The Introduction to this Deed is to be read as and form part of this Deed;

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(m) references to any legislation or to any provision of any legislation include any modification or re-enactment or any legislative provision substituted for, and all legislation and statutory instruments issued under that legislation;

(n) no rule of construction applies to the disadvantage of a party because that party was responsible for drafting this Deed or any part of it; and

(o) References to a day includes a Saturday, Sunday or public holiday.

2. AGREEMENT EFFECTIVE ON EXCHANGE

2.1 This Deed may be signed in any number of counterparts.

2.2 All counterparts taken together will be acknowledged as one Deed.

2.3 Exchange may be effected by a party or its solicitor delivering the original signed counterpart or a facsimile to the other party or its solicitor.

3. APPOINTMENT AND TERM

3.1 **Appointment**

The Body Corporate appoints the Caretaker for the Term to look after the Common Property, Scheme Frontage and other property of the Body Corporate from the Commencement Date.

3.2 **The Caretaker:**

(a) accepts the appointment;

(b) will look after the Common Property and Scheme Frontage as required by this Deed;

(c) will perform the Caretaking Duties; and

(d) is an independent contractor to the Body Corporate.

4. REMUNERATION

4.1 The Caretaker's Remuneration will be increased for the second and subsequent years of the Term by the same percentage of the previous year's Remuneration as the last percentage increase in the CPI, for last year recorded by the Commonwealth Statistician immediately before the year in which the review is being done, subject to Clause 4.2

4.2 Despite Clause 4.1, the Remuneration for any year must not be less than the Remuneration for the previous year.

4.3 The Body Corporate must pay the Caretaker's Remuneration by equal monthly instalments in arrears. The first payment is to be made one calendar month from the Commencement Date, and monthly after that.

4.4 The Body Corporate must pay the Caretaker in addition to the Remuneration a further amount equal to the Remuneration multiplied by the statutory rate of GST prevailing at the time of payment.

4.5 The Remuneration payable for Caretaking Duties is not for any letting or ancillary services which the Caretaker or any other entity provides.

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5. CARETAKER'S DUTIES

5.1 In addition to any specific duties set out in a schedule to this Deed, the Caretaker must as reasonably required:

(a) hose all walkways, access areas and other parts of the Common Property and the Scheme Frontage that require hosing;

(b) keep clean, tidy and maintained all parts of the Common Property and the Scheme Frontage;

(c) maintain and clean any swimming pool and spa;

(d) at the commencement of each day, set out any pool and recreation furniture and equipment;

(e) clean any drains and gutters on Common Property;

(f) mow and trim the edges of the lawns on the Common Property or the Scheme Frontage;

(g) maintain the lawns, gardens and shrubs, which includes watering, fertilising, weeding, mulching and top-dressing on the Common Property or the Scheme Frontage;

(h) carry out minor repairs and maintenance to the Common Property where the services of a skilled tradesperson are not required;

(i) arrange and supervise the basement cleaning by a contractor as directed by the Body Corporate and at the cost of the Body Corporate; and

(j) be aware of any management plans for Body Corporate assets and advise the Committee of any sewerage or other works required to be undertaken to the Body Corporate assets in accordance with that management plan.

5.2 The Caretaker must arrange contracts between the Body Corporate and independent Contractors for all work of a specialist nature required for any of those things referred to in Clause 5.1 or for any services to, or work to be carried out to the Common Property including:

(a) specialist cleaning, repairs, maintenance or other work;

(b) cleaning external windows or parts of the Complex not easily accessed; and

(c) the provision of water, electricity, gas, fuel, telephone and other necessary services as required by the Body Corporate.

5.3 Contracts with independent contractors will only be entered into with the prior consent of the Body Corporate and the Body Corporate must not unreasonably withhold consent.

5.4 The Caretaker must:

(a) regularly ensure the correct operation and, if necessary, arrange for expert specialist maintenance of;

(i) any waste disposal system;

(ii) all Common Property electrical apparatus;

(iii) any pumps and auxiliary motors;

(iv) any lifts and security systems;

(v) any stormwater treatment system; and

(vi) all other parts of the Common Property where inspection and/or maintenance is required,

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(b) arrange all appliances, equipment, material and supplies necessary to carry out the Caretaking Duties and to generally maintain the Common Property,

(c) promptly report and account to the Body Corporate for:

(i) matters requiring repair or creating a hazard or danger that involves expenditure of money in excess of the Maximum Expenditure;

(i) use by the Caretaker of any Body Corporate funds; and

(ii) use by the Caretaker of any other property of the Body Corporate in carrying out the Caretaking Duties,

(d) monitor compliance with the By-Laws and advise the Body Corporate of any serious or persistent breaches of them;

(e) monitor the use of any recreational areas including without limitation any swimming pool or spa;

(f) advise the Body Corporate of compliance or non-compliance with any relevant laws concerning the maintenance and operation of the Common Property;

(g) notify the Body Corporate of any alteration of the fire safety requirements;

(h) keep order and safeguard the Complex against unlawful entry and arrange security contracts at the expense of the Body Corporate as required by the Body Corporate;

(i) regularly inspect the fire fighting equipment on Common Property, arrange any requisite inspections by the relevant officer when required and, at the expense of the Body Corporate, arrange for maintenance necessary to maintain the fire fighting equipment In an efficient working condition;

(j) maintain and keep open an office as a reception for the caretaking business during the hours of 9.00am to 5.00pm Monday to Friday (excluding public holidays) and outside of such hours be available to be contacted by Owners and occupiers or as otherwise agreed in writing between the Caretaker and the Committee;

(k) maintain and supervise carparking arrangements on the appropriate areas of the Common Property;

(l) keep possession of all keys for any Common Property areas and keys of any owners who provide them to the Caretaker;

(m) keep the lighting of Common Property operating efficiently; and

(n) carry out such other reasonable and appropriate tasks requested by the Body Corporate relevant to the caretaking of the Common Property.

5.5 The Caretaker:

(a) must upon request of the Body Corporate, provide a proposal of works to be undertaken to the Common Property to assist in maintaining the Common Property to a high standard;

(b) is not required to provide more than 2 proposals per year to the Body Corporate;

(c) must include in the proposal, the estimated cost of works, the details of no less than 2 recommended contractors for the works;

(d) supervise any contractors engaged by the Body Corporate for undertaking the works.

5.6 The Caretaking Duties may be carried out by the Caretaker, its delegates or its employees.

5.7 The Caretaking Duties that require work of a specialist nature are limited to the arranging and supervision of all external contracts or agreements.

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5.8 The Caretaking Duties relate only to the Common Property and the Scheme Frontage and not to any Lots or to any Exclusive Areas.

5.9 The Caretaker and Body Corporate acknowledge and agree that the maintenance of the Scheme Frontage if for the benefit of the Common Property and Lots in the Scheme.

6. EXPENSES

6.1 All the Caretaking Duties must be carried out at the cost and expense of the Caretaker unless this Deed provides that they are to be carried out at the expense of the Body Corporate.

6.2 The Body Corporate must pay all costs and expenses of:

(a) all work of a specialist nature;

(b) all external maintenance agreements and other contracts or agreements with Independent contractors;

(c) all fuels, appliances, materials, equipment and supplies necessary to enable the Caretaker to perform the Caretaking Duties;

(d) the provision and maintenance of a vehicle suitable to move garbage receptacles to and from the Council collection point; and

(e) all out-of-pocket costs for repair and maintenance of the Common Property.

6.3 The Caretaker can spend up to the Maximum Expenditure for each individual item of expenditure from money of the Body Corporate in carrying out the Caretaking Duties.

6.4 The Body Corporate must reimburse the Caretaker for any of the Caretaker's money spent under Clause 6.3 within 14 days of the Caretaker providing written evidence of the expenditure.

7. INSTRUCTIONS

7.1 The Body Corporate must:

(a) nominate one person to communicate with the Caretaker on its behalf; and

(b) notify the Caretaker in writing of the appointment of that Nominee or its replacement.

7.2 The Caretaker must:

(a) confer with the Nominee concerning the Caretaking Duties; and

(b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

8. ASSIGNMENT AND DEALING

8.1 The Caretaker must not assign its interest in this Deed unless it obtains the Body Corporate's consent.

8.2 The Body Corporate must:

(a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and

(b) give its consent or refusal to any proposed assignment within 30 days of the Caretaker giving it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.

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8.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:

(a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Caretaking Duties; and

(b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.

8.4 As a condition of consenting to any assignment, the Body Corporate is entitled to require:

(a) that the proposed assignee sign a Deed of Covenant in favour of the Body Corporate to comply with the terms of this Deed;

(b) that the Caretaker pay the Body Corporate all legal costs incurred by it in giving its consent; and

(c) if the proposed assignee is a company, personal guarantees from the directors of the assignee, but no guarantee will be required if the assignee is a public company (or a subsidiary of a public company) or a company listed on a recognised stock exchange (or a subsidiary of a company listed on a recognised stock exchange). Where the other party is a subsidiary of a public company, a guarantee may be required from its parent public company.

8.5 Subject to the Act, the Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in Clause 8.4(b).

8.6 Where it is proposed that one or more of the natural persons that make up the Controller at any time are to cease to do so or are to be replaced, that is regarded as an assignment requiring approval under this clause.

8.7 Upon an assignment under this clause, the assignor is released from liability for the performance of this Deed as from the date of that assignment.

9. TERMINATION

9.1 The Body Corporate may terminate this Deed if the Caretaker:

(a) is convicted of an indictable offence involving fraud or dishonesty;

(b) is guilty of gross misconduct or gross negligence in performing or failing to perform the Caretaking Duties;

(c) is in breach of this Deed, and that breach continues at the end of 21 days after notice in writing delivered by the Body Corporate to the Caretaker requiring that breach to be remedied;

(d) if an individual, is bankrupt or makes any assignment for the benefit of creditors or enters into any composition or scheme of arrangement.

9.2 This Deed may be terminated by the Letting Agent delivering a notice in writing to the Body Corporate if:-

(a) the Body Corporate is in breach of this Deed and that breach continues at the end of 14 days after notice in writing delivered by the Letting Agent to the Body Corporate detailing particulars of the breach and requiring that the breach be remedied; or

(b) an administrator is appointed to the affairs of the Body Corporate.

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10. NOTICES

10.1 All notices and other communications between the parties may be sent by certified post with postage prepaid or by hand delivery to the party at the address shown in this Deed or by facsimile transmission to the facsimile number of the party or to such other address or person as either party may specify by notice in writing to the other.

10.2 All such notices or communications will be deemed to have been duly given or made

(a) if by mail 2 business days after being deposited in the mail with postage prepaid;

(b) if delivered by hand at the time of delivery; and

(c) if sent by facsimile transmission, when the sender's transmission record indicates that it was received without error.

11. COSTS

11.1 The Caretaker must pay:

(a) the legal costs and expenses of the Body Corporate incurred in the preparation and execution of this Deed; and

(b) any stamp duty on this Deed.

12. SEVERANCE

12.1 If any provision of this Deed is, for any reason, considered or found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, or to reduce the term of this Deed, that provision is to be severed from the remainder of the provisions of this Deed and is deemed never to have been part of this Deed. The remainder of the provisions of this Deed will remain in full force and effect unless the basic purposes of this Deed are defeated.

12.2 It is not the intention of the parties that any of the Caretaking Duties should constitute the Caretaker a body corporate manager under the Act. If any of the Caretaking Duties in any way constitute the Caretaker a body corporate manager pursuant to the Act, then:

(a) to the extent that any or all of the Caretaking Duties constitute the Caretaker *a* body corporate manager, that duty or duties shall be read down or omitted so that the Caretaker is not a body corporate manager; and

(b) the Caretaker must continue to perform such duties as are required of a service contractor pursuant to the Act in exchange for the Remuneration.

12.3 If as a result of the operation of this Clause or otherwise, it proves impossible to determine the nature or extent of the Caretaking Duties, the Caretaking Duties are determined by an adjudicator under the dispute resolution provisions of the Act, this Deed will be amended accordingly and Clause 9.2 will still operate.

13. FURTHER ASSURANCE

13.1 The parties agree and agree to procure every other person as required to sign all documents and otherwise do all such acts, matters and things as may be necessary or desirable to give full force and effect to this Deed.

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14. GOVERNING LAW

14.1 This Deed will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any party or the occurrence of any act, matter or thing outside of Queensland.

15. WARRANTY OF AUTHORITY

15.1 Each person signing this Deed:

(a) as attorney for any party, warrants to the other parties that at the date of execution by him or her, he or she has not received any notice or Information of the revocation of the power of attorney appointing him or her; and

(b) as an authorised officer, agent or trustee of any party, warrants to the other parties that at the date of execution by him or her, he or she has full authority to execute this Deed in that capacity.

16. OCCUPATION AUTHORITY – MANAGEMENT OFFICE

16.1 By resolving to engage the Caretaker under this Agreement, the Body Corporate gives the Caretaker the authority to occupy that part of the Common Property identified in Schedule Two to this Agreement as OA1 for the purposes of operating a management office or other uses connected with the carrying out of the Caretaking Duties.

16.2 Subject to any authority to occupy area OA1 granted to the Letting Agent, the occupation authority is exclusive to the Caretaker.

16.3 The Body Corporate acknowledges the grant of area OA1 does not unreasonably interfere with the rights of owners.

16.4 The Body Corporate is responsible for the repair, maintenance and insurance of the area OA1. However the Body Corporate is not responsible for the insurance of any contents stored in area OA1 area by the Caretaker or anyone else.

16.5 The Committee is authorised to allocate additional occupation authority areas to the Caretaker under this clause and for that purpose may enter into and execute with the Caretaker an amendment of this Agreement to identify any additional occupation authority areas allocated to the Caretaker.

17. OCCUPATION AUTHORITY – STORAGE AND ASSOCIATED MATTERS

17.1 By resolving to engage the Caretaker under this Agreement, the Body Corporate gives the Caretaker the authority to occupy that part of the Common Property identified in Schedule Two of this Agreement as OA2 for the purposes of storing equipment and material connected with the carrying out of the Caretaking Duties.

17.2 The occupation authority over area OA2 is exclusive to the Caretaker.

17.3 The Body Corporate acknowledges the grant of area OA2 does not unreasonably interfere with the rights of owners.

17.4 The Body Corporate is responsible for the repair, maintenance and insurance of the area OA2. However the Body Corporate is not responsible for the insurance of any contents stored in area OA2 by the Caretaker or anyone else.

17.5 The Committee is authorised to allocate additional occupation authority areas to the Caretaker under this clause and for that purpose may enter into and execute with the

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Caretaker an amendment of this Agreement to identify any additional occupation authority areas allocated to the Caretaker.

18. INTERDEPENDENT AGREEMENT

18.1 This Agreement and the Letting Agreement both dated on or about the same date and between the same parties are interdependent agreements.

18.2 A breach of one agreement is deemed to be a breach of the other agreement to the same extent of that breach.

18.3 If one agreement is terminated for whatever reason then the other agreement is terminated on and from the date of termination of that agreement.

18.4 One agreement cannot be transferred without a contemporaneous transfer of the other agreement to the same assignee and accordingly an assignee under one agreement may or may not be a satisfactory assignee under the other agreement.

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SCHEDULE ONE

SCHEDULE OF ADDITIONAL DUTIES

The duties agreed to by the Caretaker and the Body Corporate including further specific duties to be performed at the frequency stated. The further duties are set out in this Schedule.

The specific duties in this Schedule do not limit the general duties contained in Clause 5 and if any of these specific duties are reasonably required to be carried out at more regular or irregular intervals to allow the Common Property to be more fully used and enjoyed, or to be maintained and kept in good repair, they must be carried out as reasonably required.

CLEANING AND GROUNDS MAINTENANCE - DAILY ROUTINE

All Common Areas on all Floors of the building:	Empty and clean all rubbish receptacles (replace liners where necessary and wash with a disinfectant). Remove all rubbish and vacuum/sweep/mop as necessary. Spray with air freshener.
Grounds:	Clear surrounds of pool of all leaves and rubbish. Empty rubbish bins and smokers' receptacles. Align deck chairs and sun lounges and report any damage. Water as required plants, shrubs and planter boxes not covered by automatic sprinkler, Check all access paths, footpaths, garden areas and planter boxes, remove all rubbish, papers etc and sweep clear where necessary.
Basement and Visitor Carpark:	Check complete carpark area, pick up any rubbish lying about (papers, wrappers etc) and empty all rubbish bins. Thoroughly check operation of roller grill and report any malfunction or potential breakdown areas (carefully watch through full cycle). Check all light fittings and replace blown tubes.
Garbage Bin Area:	Ensure that bins/rubbish receptacles are placed at collection point for Council collection. Sweep out garbage bin areas hose/mop with detergent as necessary. After garbage collection by Council, replace bins in garbage bin area.
Pool and Spa:	Vacuum pool and clean skimmer baskets. Remove all floating and suspended matter from pool with skimmer nets. Clean off body fats from spa walls and wipe clean all tile surrounds. Add necessary chemicals to pool and generally maintain the swimming pool on a daily basis and to carry out the necessary cleaning by the use of equipment and materials supplied by the Body Corporate. Empty filter baskets in filter/plant room. Check pool for chlorine and PH levels. Check that automatic chlorinators are working correctly. Check flow switches and relief valves on spa blowers (test run). NB. Pool and spa to be ready for use prior to 7:00am daily.
Foyer and Entrance:	Vacuum, sweep or mop as necessary and spray with air freshener.

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CLEANING AND GROUNDS MAINTENANCE - WEEKLY ROUTINE

All Common Areas on all Floors:	Clean all windows and floors that are accessible without specialist equipment.
Grounds:	Sweep all pathways and hose clean. Hose clean and scrub where necessary all outdoor furniture to remove stains. Cut grass and trim edges - all clippings are to be mulched and spread on garden beds or removed to rubbish tips. Weed lawns and gardens as necessary. Wash out all bins with disinfectant/cleanser. Report any repair/replacement requirements to Body Corporate.
Carparks:	clean all common areas and entry/exit ramp to street level. Spot clean walls of dirt marks and hand prints.
Garbage Bin Area:	Scrub out "Wheelie" bins/rubbish receptacles and bin area with disinfectant/cleanser. Thoroughly wash down and wipe clean all services with a disinfectant/cleanser.
Pool and Spa:	Clean, check and replace pool filter pads (as necessary). Check pumps and motors for serviceability and report any damage or malfunction and engage contractors for pool and/or spa at its own cost (if required). Clean out plant rooms and leave in a neat and tidy condition.
Fire Safety:	Check fire hoses in accordance with requirements specified in the Australian Fire Safety Regulations, also exit doors and exit lighting with the same regulations. Check that all security systems (if any) forming part of the Common Property are in working order.

CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE

All Common Areas on all Floors:	Sweep down all stairs and landings (for fire escape only) (hose if necessary). Remove dust from hand rails and wipe clean. Remove dirty marks from walls where necessary, Wipe clean all doors and door frames. Wipe clean exit signs and replace blown globes. Clean insects out of all light fittings,
Grounds:	Trim edges. Fertilise all lawns and gardens (seasonally). Check condition of soil in gardens and replenish if necessary. Spray control chemicals to prevent damage to plants from insects/pests/blights. Treat lawns seasonally for eradication of "bindi", clover and other weed growths. Replace sections of turf as necessary (damage by oils, wear etc). Aerate all gardens with a garden fork or similar).
Carpark:	Wipe off accumulated dust from sprinkler/stormwater pipes. Clean insects out of all light fittings.

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MAINTENANCE - GENERAL ROUTINE

IN A GOOD and workmanlike manner carry out the necessary cleaning of walkways, paved areas, basement, Common Property and access areas at appropriate times and particularly keep the following areas in a clean and neat condition.

(i) all public foyers, stairways, basement and utility rooms;

(ii) all grounds, lawns, gardens, nature strips and where applicable, any recreational/sporting areas of any type whatsoever and all other areas of the Common Property

REMOVE all rubbish and waste material daily and place to the point of disposal.

MAINTAIN repair book, noting all items requiring attention or reference to the Body Corporate.

ACCOMPANY the Body Corporate representative on regular inspection of Common Property and carry out general maintenance work on the Common Property of the building, extending to minor repairs except where prohibited by law.

ENSURE that all light bulbs and locks are working satisfactorily.

ADVISE residents and/or tenants regarding the use of the building and restrictions on parking.

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SCHEDULE TWO

OCCUPATION AUTHORITY AREAS

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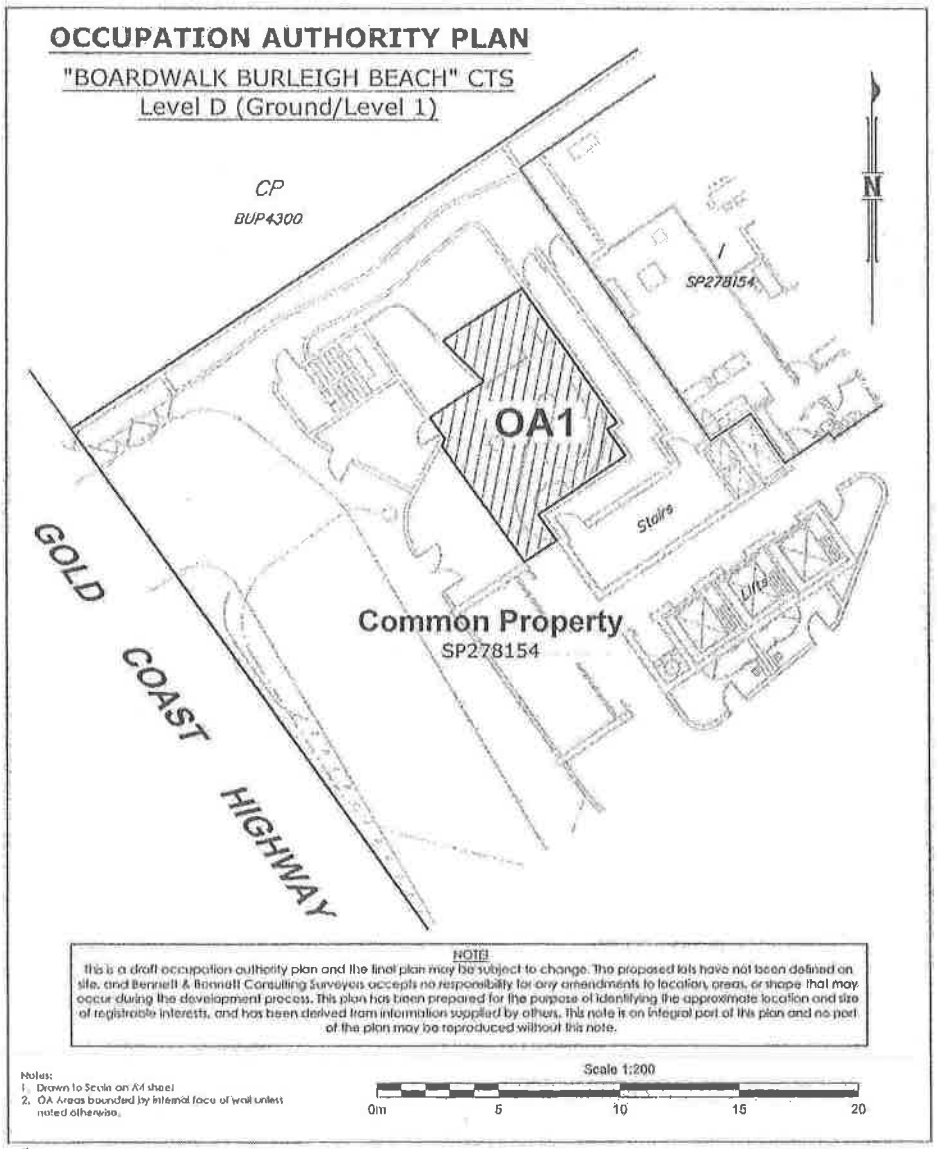
OCCUPATION AUTHORITY PLAN
"BOARDWALK BURLEIGH BEACH" CTS
Level D (Ground/Level 1)
CP
BUP4300
SP278154
N
OA1
Stairs
Lift
Common Property
SP278154
GOLD COAST HIGHWAY
NOTE:
This is a draft occupation authority plan and the final plan may be subject to change. The proposed lots have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.
Notes:
1. Drawn to Scale on A4 sheet
2. OA Areas bounded by internal face of wall unless noted otherwise.
Scale 1:200
0m 5 10 15 20
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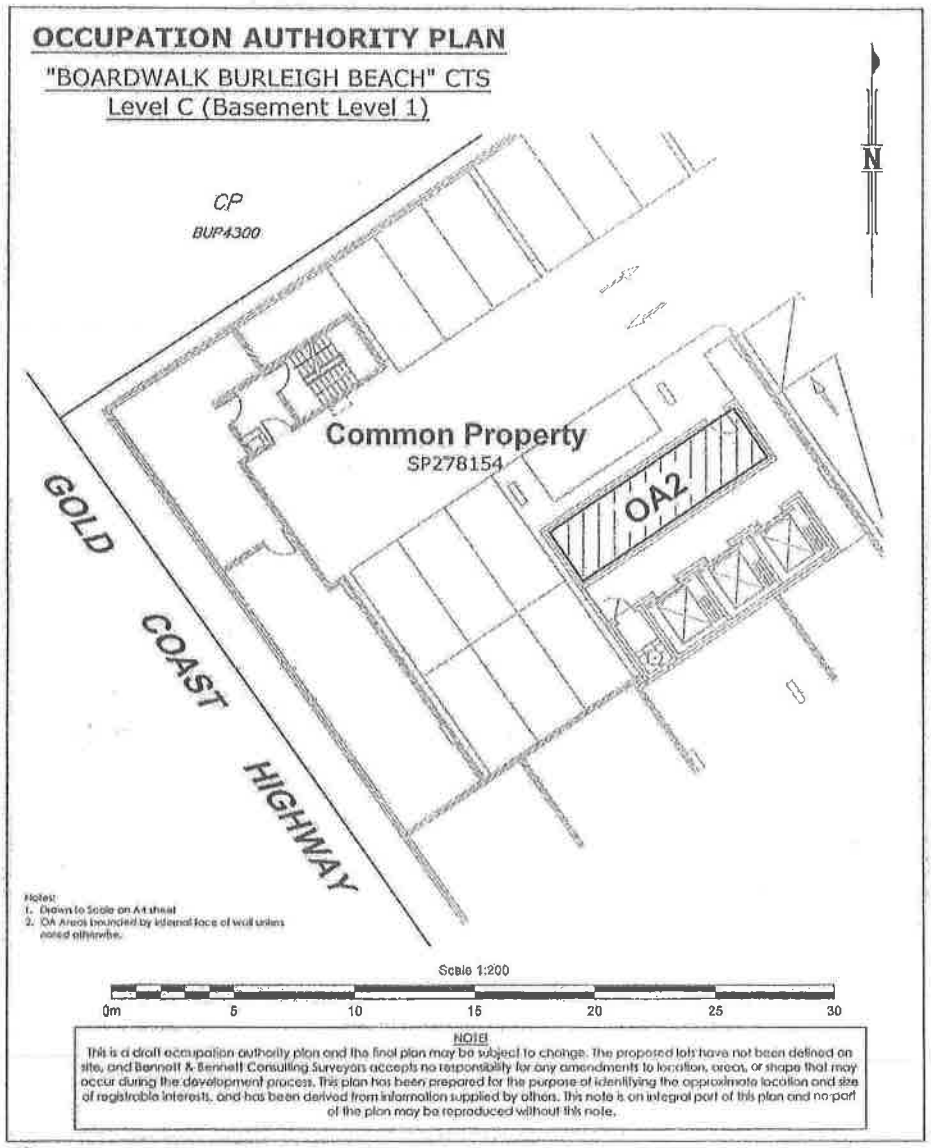
Brisbane (07) 3839 7200
Coomera (07) 5573 6177
Ipswich (07) 3202 1575
Sunshine Coast (07) 5438 8104
Experience, Resources... Results
Title:
PLAN OF OCCUPATION AUTHORITY AREA "OA1"
Over part of the Common Property in Level D (Ground/Level 1) on SP278154 "BOARDWALK BURLEIGH BEACH" CTS
Client: MORRIS PROPERTY GROUP
Locality: BURLEIGH HEADS
Local Gov: GCCC Prepared By: SS
Surveyed By: Approved: ARW
Date Created: 13/5/2015 Scale: 1:200
Comp File: —
Plan No: 11078-006-OA-A
A4



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Ipswich (07) 3202 1575
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Title:
PLAN OF OCCUPATION AUTHORITY AREA "OA2"
Over part of the Common Property in Level C (Basement Level 1) on SP278154 "BOARDWALK BURLEIGH BEACH" CTS

Client: MORRIS PROPERTY GROUP

Locality:	BURLEIGH HEADS		
Local Gov:	GCCC	Prepared By:	MJR
Surveyed By:		Approved:	ARW
Date Created:	9/6/2015	Scale:	1:200
Comp File:			
Plan No:	11078-00B-OA-A		

A4

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Signed as a deed on the date set out above.

THE COMMON SEAL of THE BODY CORPORATE FOR BOARDWALK BURLEIGH BEACH COMMUNITY TITLES SCHEME NO [INSERT] was fixed by resolution of the Body Corporate in the presence of two officers who certify that they are the proper officers of the Body Corporate to use that seal	))))))))))

.....	.....
Sole Director and Sole Secretary/Director	Director/Secretary
.....	.....
Print Name	Print Name

SIGNED by [INSERT CARETAKER] under section 127 of the Corporations Act	)))))

.....	.....
Sole Director and Sole Secretary/Director	Director/Secretary
.....	.....
Print Name	Print Name

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Document A7
Proposed Letting Agreement

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BOARDWALK
BURLEIGH BEACH

LETTING DEED

THE BODY CORPORATE FOR BOARDWALK BURLEIGH BEACH COMMUNITY TITLES SCHEME NO [INSERT]

("Body Corporate")

AND

[INSERT]

("Letting Agent")

HICKEY
LAWYERS

Level 6, Corporate Centre
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BUNDALL QLD 4217
PH: 07.5574 1000

PO Box 5559
GCMC QLD 9726
FAX: 07.5574 1130
2962075_2

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LETTING DEED –BOARDWALK BURLEIGH BEACH

THIS DEED takes effect as a deed and is made the day of 2015.

BETWEEN: **THE BODY CORPORATE FOR BOARDWALK BURLEIGH BEACH COMMUNITY TITLES SCHEME NO [INSERT]** a Body Corporate constituted under the Body Corporate and Community Management Act 1997, care of Stewart Silver King and Burns of 10 Frigo Court, Bundall

("Body Corporate")

AND: **[INSERT]** of [INSERT]

("Letting Agent")

INTRODUCTION:

A. The Body Corporate was established upon creation of Community Titles Scheme No. **[INSERT]** and it is the body corporate of the Community Titles Scheme.

B. The Letting Agent proposes to provide a letting service for the benefit of the Body Corporate and the Owners and the Body Corporate agrees to the Letting Agent conducting the Letting Business for the benefit of the Owners.

THIS DEED WITNESSES:

1. **TERMS OF AUTHORISATION OF LETTING AGENT**

1.1 **Authority**

The Letting Agent is authorised to conduct the Letting Business and the Letting Agent agrees to conduct the Letting Business according to this Deed.

1.2 **Independent Contractor**

The Letting Agent is an independent contractor of the Body Corporate and is not an employee of the Body Corporate.

1.3 **Body Corporate Manager**

Nothing in this Deed requires the Letting Agent to carry out administrative duties nor to do anything which is the function of a "body corporate manager" as that term is defined in the Act. Should it be established that this Deed does contain such duties, they shall be severed from this Deed.

1.4 **Term**

The Letting Agent is authorised to conduct the Letting Business for a period of 25 years from the Start Date to midnight on the End Date.

2. **RIGHTS AND OBLIGATIONS OF LETTING AGENT**

2.1 **Performance**

The Letting Agent shall perform the Letting Agent's Duties personally or by staff engaged at the cost of the Letting Agent. The Letting Agent must take reasonable steps to ensure that the Letting Agent and any employee engaged by the Letting Agent complies with the code of conduct for Letting Agents under the Act and any relevant code of conduct prescribed under the PO Act or its regulations.

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2.2 **Duties of Letting Agent**

The Letting Agent shall:

(a) supervise the standard of tenants of all lettings that it arranges and take reasonable steps to minimise the likelihood of tenants creating a nuisance;

(b) use its best endeavours to improve and expand the Letting Business and increase the goodwill and to act at all times to further the interests of the Body Corporate and the Owners;

(c) obtain all necessary permits consents or licences required to conduct the Letting Business;

(d) act fairly and lawfully and not discriminate between Owners;

(e) keep proper records and books of all tenancies;

(f) act honestly, fairly and professionally in conducting the Letting Business; and

(g) exercise reasonable skill, care and diligence in conducting the Letting Business.

2.3 **Nominee of Letting Agent**

Where the Letting Agent is an entity other than a natural person the Letting Agent will nominate one person to communicate with the Body Corporate and the Body Corporate shall be notified in writing of the appointment of the Letting Agent Nominee. If the Letting Agent is other than a natural person and a Letting Agent Nominee is not notified or is no longer engaged by the Letting Agent, then the Committee may nominate any director of the Letting Agent as interim Letting Agent Nominee pending the Letting Agent nominating a new Letting Agent Nominee.

2.4 **Additional Services**

The Letting agent may provide the Additional Services to all Owners and Occupiers.

2.5 **Costs**

All costs of the Letting Agent in running the Letting Business shall be paid by the Letting Agent including all consents, licences, permits, signs and equipment.

2.6 **Name**

(a) The Body Corporate consents to the Letting Agent, registering and using a business name incorporating the name "**Boardwalk Burleigh Beach**" or any part of it, for the Term. No warranty is given that the name is available or that it may be legally used.

(b) The Letting Agent must not prevent any Owner of a Lot in the Community Titles Scheme or their nominees, agents, employees, contractors or any person authorised by an Owner of a Lot in the Community Titles Scheme from using the Scheme Name. Should the Letting Agent obtain a trademark over the Scheme Name or part of the Scheme Name, the Letting Agent will immediately grant to each Lot Owner a licence to use the Scheme Name and to authorise other parties to use the Scheme Name. This clause 2.6(b) is an essential term of the Deed.

2.7 **Acknowledgments of Letting Agent**

The Letting Agent acknowledges that the Owners may utilise the services of other agents or let their Lot themselves, and the Letting Agent shall not unreasonably interfere with these rights.

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2.8 **Signs**

The Letting Agent is granted an occupation authority by the Body Corporate to erect and maintain reasonable and tasteful signs in the Community Titles Scheme to promote and foster the Letting Business. The signage must be maintained by the Letting Agent in good condition.

2.9 **Fraudulent or Misleading Conduct**

Unless it is unlawful to do so the Letting Agent must as far as practicable act in the best interests of the Body Corporate and each Owner. The Letting Agent must not engage in fraudulent or misleading conduct in conducting the Letting Business.

2.10 **Unconscionable Conduct**

The Letting Agent must not engage in unconscionable conduct in conducting the Letting Business.

Examples of unconscionable conduct:-

(a) taking unfair advantage of the person's position as Letting Agent relative to the Body Corporate or an Owner; or

(b) exerting undue influence on, or using unfair tactics against, the Body Corporate or an Owner.

2.11 **Nuisances**

The Letting Agent must not:-

(a) cause a nuisance or hazard on the Common Property;

(b) interfere unreasonably with the use or enjoyment of a Lot;

(c) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or

(d) otherwise behave in a way that unreasonably affects a person's lawful use or enjoyment of a Lot or Common Property.

3. **OBLIGATIONS OF BODY CORPORATE**

3.1 **Exclusivity**

To the extent it is permitted under the Act, the Body Corporate agrees not to grant to any other person or entity any rights to conduct a business the same or similar to the Letting Business in the Community Titles Scheme or from the Common Property.

3.2 **Duties of Body Corporate**

The Body Corporate shall:

(a) ensure that the Common Property is cleaned and maintained to the standard of high quality residential/resort accommodation;

(b) co-operate with the Letting Agent (to the extent it is permitted under the Act) in taking all action that is reasonable, practical and necessary to stop any person or entity from conducting a business the same or similar to the Letting Business in the Community Titles Scheme or from the Common Property; and

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(c) take reasonable steps to ensure the Common Property is a safe working environment and it complies with the relevant Workplace Health & Safety Legislation.

4. **REMUNERATION**

The Letting Agent shall not be paid any remuneration by the Body Corporate for providing the Letting Business. The Letting Agent shall negotiate commissions and charges with the Owners who require use of the Letting Business.

5. **INSTRUCTIONS FROM BODY CORPORATE TO LETTING AGENT**

5.1 **Nominee of Body Corporate**

The Body Corporate shall through its Committee nominate one (1) person to communicate with the Letting Agent and the Letting Agent shall be notified in writing of the appointment of the Body Corporate Nominee. If no person is notified as the Body Corporate Nominee or the Body Corporate Nominee resigns or is removed from that position, then the Chairman of the Body Corporate from time to time will automatically be the Body Corporate Nominee.

5.2 **Committee and General Meetings**

The Letting Agent Nominee shall attend any general meeting or committee meeting of the Body Corporate if requested by the Body Corporate Nominee and given reasonable notice.

6. **ASSIGNMENT OR DEALING**

6.1 **Permission to Assign or Deal**

The Letting Agent shall not be entitled to assign or transfer its interest in this Deed (called a "Dealing"), unless it obtains the consent of the Body Corporate.

6.2 **Consent of Body Corporate Committee**

(a) The Body Corporate shall not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any Dealing;

(b) The Committee shall give its consent or refusal to any Dealing within thirty (30) days of the Letting Agent giving to the Committee, all information the Body Corporate can lawfully request to consider the proposed Dealing.

6.3 **Consent Factors**

If the Letting Agent requests the Body Corporate to consent to an assignment of its interest in this Deed, the Committee shall, prior to giving its consent, be entitled to require:

(a) satisfactory evidence that the other party to the Dealing and any Associates that intend to be involved in running the Letting Business are financially sound and reputable and capable of satisfactorily performing the Letting Agents Duties;

(b) a bank and business reference of the other party to the Dealing;

(c) the proposed assignee to execute in favour of the Body Corporate, a deed of covenant to comply with the terms of this Deed;

(d) the Letting Agent to pay to the Body Corporate, all legal and administrative costs reasonably incurred by the Body Corporate in giving its consent; and

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(e) if the proposed assignee is a company, personal guarantees from the directors of the assignee, but no guarantee will be required if the assignee is a public company (or a subsidiary of a public company) or a company listed on a recognised stock exchange (or a subsidiary of a company listed on a recognised stock exchange). Where the other party to the Dealing is a subsidiary of a public company, a guarantee may be required from its parent public company.

6.4 **Form of Consent**

The committee of the Body Corporate is to determine whether the Body Corporate gives its consent under clause 6.1 unless the Act requires the consent to be given by the Body Corporate in general meeting.

6.5 **Letting Agent a Company**

If the Letting Agent is a company, then except where the Letting Agent or a company that wholly owns the Letting Agent is listed on a recognised stock exchange, any change or proposed change in shareholding, which alters the effective control of the Letting Agent, shall be a Dealing.

6.6 **Mortgage or Encumbrance**

The Letting Agent may offer to a financier this Letting Deed as security for a loan or guarantee.

6.7 **No Premium or Payment to Body Corporate**

The Body Corporate shall not be entitled to any premium payment or benefit for any request to consent to any Dealing or for any renewal, extension or variation of this Deed except as allowed under the Act.

6.8 **License or Delegation**

Notwithstanding anything in this Deed the Letting Agent shall be entitled to license its interest in this Deed or delegate the Letting Agent's Duties and rights to conduct the Letting Business to any person or entity in its absolute discretion without the consent of the Body Corporate and such licence or delegation shall not constitute an assignment of this Deed.

7. **TERMINATION**

7.1 **Termination by Body Corporate**

This Deed may be terminated by the Body Corporate delivering a notice in writing to the Letting Agent if:

(a) the Letting Agent is convicted of an indictable offence involving fraud or dishonesty;

(b) the Letting Agent is guilty of gross misconduct or gross negligence in performing the Letting Agent's Duties;

(c) the Letting Agent is in breach of this Deed and that breach continues at the end of thirty (30) days after notice in writing delivered by the Body Corporate to the Letting Agent requiring that breach to be remedied.

7.2 **Termination by Letting Agent**

This Deed may be terminated by the Letting Agent delivering a notice in writing to the Body Corporate if:-

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(a) the Body Corporate is in breach of this Deed and that breach continues at the end of 14 days after notice in writing delivered by the Letting Agent to the Body Corporate detailing particulars of the breach and requiring that the breach be remedied; or

(b) an administrator is appointed to the affairs of the Body Corporate.

8. **STAMP DUTY**

The Letting Agent shall pay any stamp duty assessed on this Deed.

9. **INTERPRETATION**

9.1 Particular words used in this Deed are defined in Schedule One.

9.2 Rules of Interpretation of this Deed are contained in Schedule Two.

10. **OCCUPATION AUTHORITY – RECEPTION AREA**

10.1 By resolving to engage the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority to occupy that the part of the Common Property identified in Schedule Three to this Agreement as OA1 for the purposes of operating a reception for conducting its Letting Duties or other uses connected with the carrying out of the Letting Duties.

10.2 Subject to any authority to occupy area OA1 granted to the Caretaker, the occupation authority is exclusive to the Letting Agent.

10.3 The Body Corporate acknowledges the grant of OA1 does not unreasonably interfere with the rights of owners.

10.4 The Body Corporate is responsible for the repair, maintenance and insurance of area OA1. However the Body Corporate is not responsible for the insurance of any contents stored in area OA1 by the Letting Agent or anyone else.

10.5 The Committee is authorised to allocate additional occupation authority areas to the Letting Agent under this clause and for that purpose may enter into and execute with the Letting Agent an amendment of this Agreement to identify any additional occupation authority areas allocated to the Letting Agent.

11. **OCCUPATION AUTHORITY – SIGNAGE**

11.1 By resolving to engage the Letting Agent under this Agreement, the Body Corporate, subject to compliance with this clause, authorises the Letting Agent to erect signage on that the part of the Common Property (as approved by the Committee) reasonably required to promote the business of letting lots in the Scheme or other uses connected with the carrying out of the Letting Duties ("Signage OA").

11.2 Subject to any authority to occupy the Signage OA area granted to the Caretaker, the occupation authority is exclusive to the Letting Agent.

11.3 The Body Corporate acknowledges the grant of the Signage OA does not unreasonably interfere with the rights of owners.

11.4 The Letting Agent is responsible for the repair, maintenance and insurance of any signage erected on the Signage OA.

11.5 The Letting Agent will at all times, and at the Letting Agent's expense:

(a) hold all relevant licenses and approvals required for any signage erected on the Signage OA area; and

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(b) hold insurance in a form acceptable to the Committee regarding the signage erected on the Signage OA area; and

(c) ensure that the Scheme Name is prominently displayed on the Signage OA as reasonably required by the Committee,

and indemnifies the Body Corporate against all costs and damages the Body Corporate may suffer arising from failure of the Letting Agent to comply with this clause 11.5.

11.6 The Committee is authorised to allocate additional occupation authority areas to the Letting Agent under this clause and for that purpose may enter into and execute with the Letting Agent an amendment of this Agreement to identify any additional occupation authority areas allocated to the Letting Agent.

12. OCCUPATION AUTHORITY – PABX

12.1 By resolving to engage the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the non exclusive authority to occupy that the part of the Common Property for the installation and operation of a PABX ("PABX OA").

12.2 The Body Corporate acknowledges the grant of the PABX OA does not unreasonably interfere with the rights of owners.

12.3 The Body Corporate is responsible for the repair, maintenance and insurance of the PABX OA area. However the Body Corporate is not responsible for the insurance of any contents installed in the PABX OA area by the Letting Agent or anyone else.

12.4 The Committee is authorised to allocate additional occupation authority areas to the Letting Agent under this clause and for that purpose may enter into and execute with the Letting Agent an amendment of this Agreement to identify any additional occupation authority areas allocated to the Letting Agent.

13. INTERDEPENDENT AGREEMENT

13.1 This Agreement and the Caretaking Agreement both dated on or about the same date and between the same parties are interdependent agreements.

13.2 A breach of one agreement is deemed to be a breach of the other agreement to the same extent of that breach.

13.3 If one agreement is terminated for whatever reason then the other agreement is terminated on and from the date of termination of that agreement.

13.4 One agreement cannot be transferred without a contemporaneous transfer of the other agreement to the same assignee and accordingly an assignee under one agreement may or may not be a satisfactory assignee under the other agreement.

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SCHEDULE ONE

DEFINITIONS

Unless the contrary intention appears the following defined terms have the meaning set out opposite to them:

"Act"	means the Body Corporate and Community Management Act 1997 or any act that replaces this Act.
"Associates"	means: (a) if the Letting Agent is a company, its directors, substantial shareholders and its management staff; or (b) if the Letting Agent is a partnership, the partners and management staff of the partnership.
"Body Corporate Nominee"	means the person appointed or nominated in accordance with clause 5.1.
"By-Laws"	means the by-laws contained in the Community Management Statement of the Body Corporate.
"Caretaker"	means a party who has entered into a service agreement with the Body Corporate dated on or about the same date as this Deed to undertake caretaking duties.
"Caretaking Agreement"	means the agreement between the Body Corporate and a service contractor for the provision of caretaking services to the Body Corporate for the benefit of the Common Property or Lots included in the Community Titles Scheme.
"Committee"	means the committee of the Body Corporate.
"Common Property"	means common property of the Community Titles Scheme as defined by the Act including all chattels, fixtures, plant and equipment located on Common Property.
"Community Management Statement"	means community management statement number [INSERT].
"Community Titles Scheme"	means the community titles scheme referred to in the introduction.
"End Date"	means _____ being the date which is 25 years from the Start Date.
"Letting Agent's Duties"	means the duties and obligations of the Letting Agent set out in clause 2.2.
"Letting Agent Nominee"	means the person appointed or nominated in accordance with clause 2.3.

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"Letting Business"	means the business of acting as the agent of owners of Lots who choose to use the services provided by the Letting Agent for the letting and management of Lots and the option to provide the following services to Owners and Occupiers:- (a) the sale of Lots; (b) the hiring of equipment or items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and the Owners; (c) the sale of confectionary, potato chips, packaged food items, magazines, drinks, newspapers and similar items to the extent that it is lawful; (d) the provision of PABX; and (f) the provision or sale of any other services or goods commonly provided or sold directly in connection with the letting of residential accommodation.
"Lot" or "Lots"	means any Lot or Lots detailed in the Community Titles Scheme as the context requires.
"Occupier"	has the same meaning as defined in the Act.
"Original Owner"	means the original owner identified in the first Community Management Statement for the Community Titles Scheme.
"Owner"	means the registered owner of a Lot, including a mortgagee in possession.
"PO Act"	means the Property Occupations Act 2014.
"Scheme Name"	means Boardwalk Burleigh Beach.
"Start Date"	means _____ 20 .
"Term"	means the period from the Start Date to midnight on the End Date, subject to extensions under clause 1.

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SCHEDULE TWO

RULES FOR INTERPRETATION

Unless the contrary intention appears in this Deed, the following apply to this Deed:

1. Queensland law applies.
2. Words denoting the singular include the plural and vice versa.
3. Headings are for convenience only and shall not form part of this Deed.
4. Reference to a Schedule are references to the Schedules appearing in this Deed.
5. Reference to this Deed includes reference to this Deed together with any amendments or variations of this Deed.
6. References to any party in this Deed, includes that party's successors, executors, administrators or assigns.
7. Words denoting any gender shall include all genders.
8. A covenant by more than one (1) person is given by them jointly and severally.
9. References to any legislation includes legislation which amends or replaces that legislation.
10. When any document or notice is to be served or delivered, it can be served or delivered to the parties address on page 1 of this Deed or such other address as one party notified the other party in writing from time to time.
11. A notice must be in writing and delivered or sent by prepaid post or facsimile. A notice is received 2 days after it is posted or on the day shown on a facsimile transmission report.
12. Any part of this Deed which is invalid, shall not effect the validity of the balance of this Deed and the invalid part shall be severed to the extent necessary to give effect to this Deed.
13. Reference to a person includes a corporation.
14. This Deed is the entire agreement of the parties.
15. Text printed in Italics provides an example or explanation of the intended operation of the relative clause and may be used to assist in the resolution of a dispute about the interpretation of that clause.

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- 11 -

SCHEDULE THREE

OCCUPATION AUTHORITY AREAS

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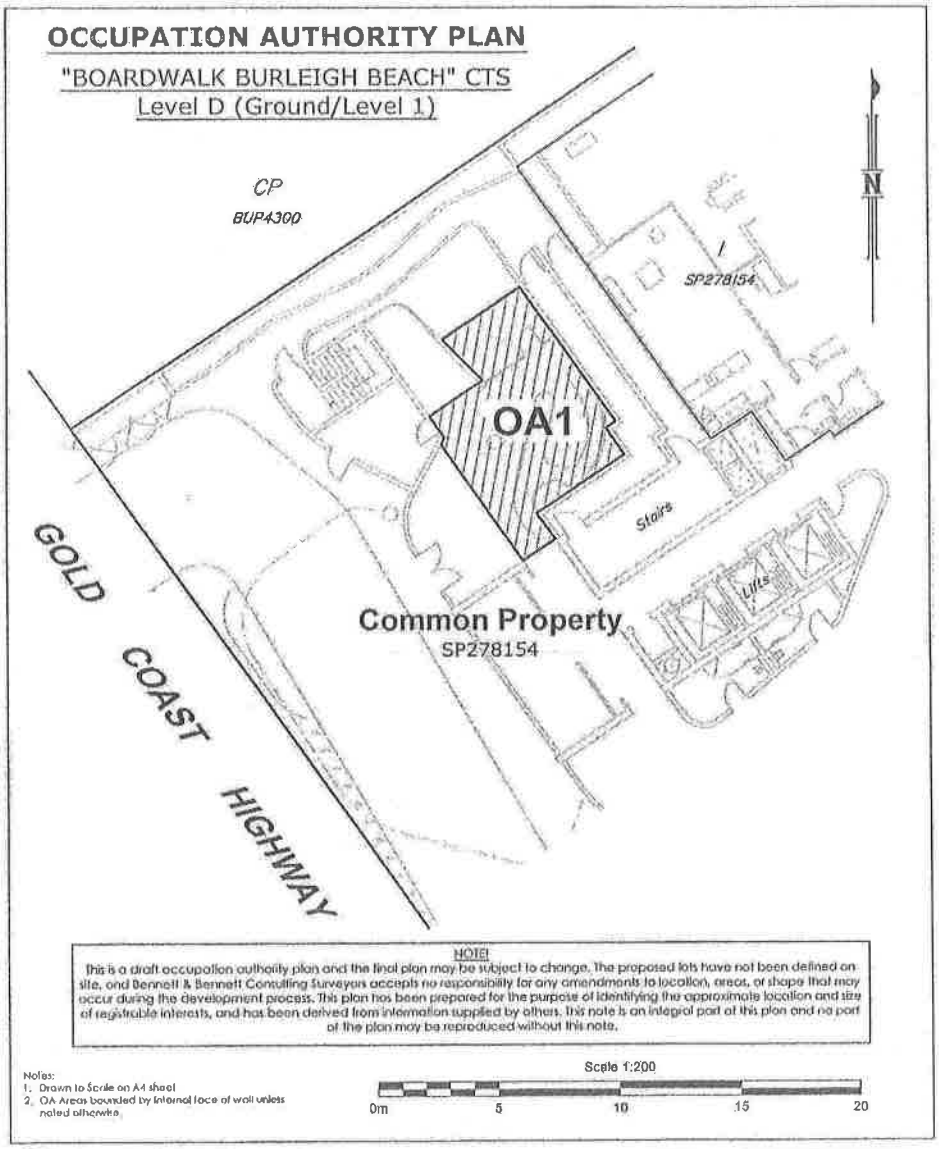

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Version: March 2015

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Executed as a Deed.

THE COMMON SEAL of **THE BODY CORPORATE FOR "BOARDWALK BURLEIGH BEACH" COMMUNITY TITLES SCHEME NO. [INSERT]** was hereunto affixed by Authority of a resolution of the Body Corporate)
)
)
)

.....	.....
Chairperson	Secretary/Committee Member
.....	.....
Print Name	Print Name

Executed by **[INSERT]**)
)
)
)

.....	.....
Sole Director and Sole Secretary/Director	Director/Secretary
.....	.....
Print Name	Print Name

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Document A8

Proposed Electricity Metering System Agreement

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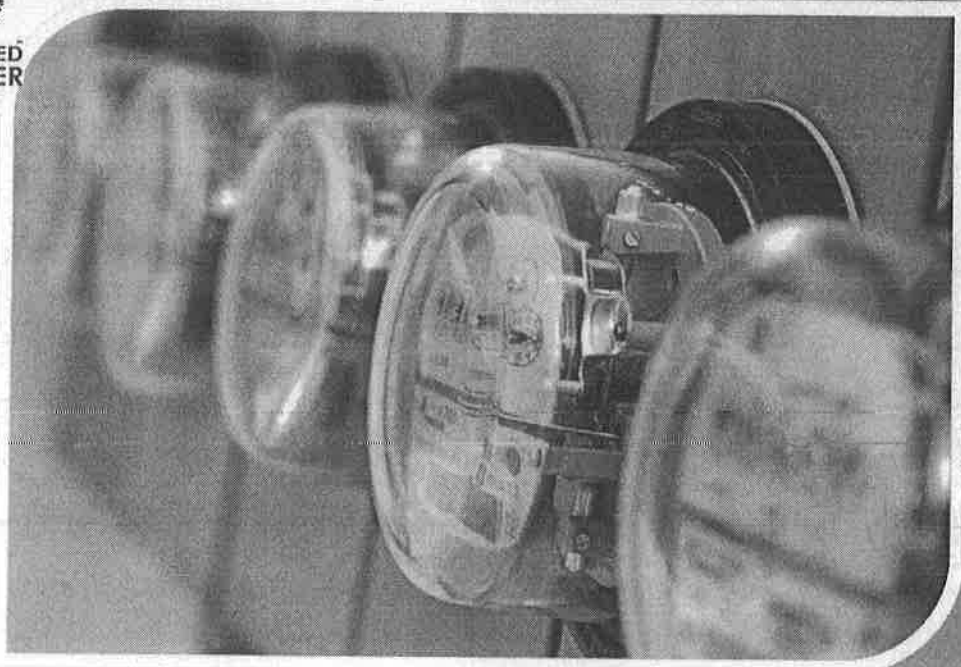
CONTRACT FOR THE ADMINISTRATION OF ELECTRICITY (and Metering) BILLING SERVICES & PROVISION AND MAINTENANCE OF SUB-METERING SYSTEM

PREFERRED SUPPLIER



PREPARED FOR:
Boardwalk Burleigh Beach Body Corporate CTS.....

ADDRESS:

70-72 The Esplanade & 1877-1879 Gold Coast Hwy Burleigh Heads Qld 4220

COMMERCIAL IN CONFIDENCE

METER2CASH Solutions Pty Ltd
ABN 51 130 008 196

METER2CASH
SOLUTIONS

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1. EXECUTIVE SUMMARY

Company Background

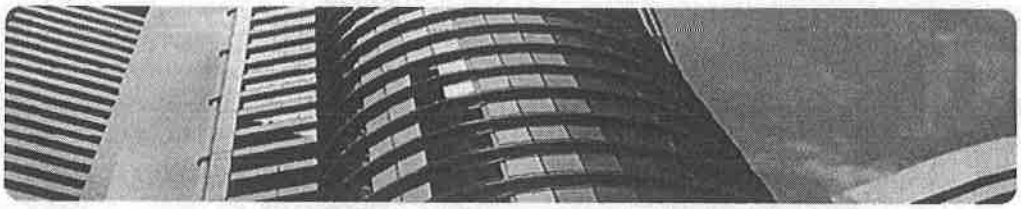
METER2CASH Solutions was established in 2007, the two Directors have over 40 years combined experience in the operation of revenue services, particularly within the utility environment (further information on the founding Directors can be found on the **METER2CASH Solutions** website http://www.meter2cashsolutions.com.au/our-team)

METER2CASH Solutions will provide the Body Corporate and occupants cost-effective, timely and accurate meter reading, bill processing and debt collection services. In addition, **METER2CASH Solutions** will provide Energy Management and Performance Reporting.

METER2CASH Solutions is privately owned and is solely focused on all aspects of utility billing, debt collection and associated areas of utility management. Our company is independent and has no affiliation with any other company or companies. However, does seek the support of utilities industry experts to optimise results for its clients.

In our dealings with the Body Corporate and occupants, we will:

- Act with honesty, integrity and fairness
- Deliver on our promises
- Foster a performance driven culture
- Encourage innovation and technology leadership
- Create a safe, challenging and fun workplace



METER2CASH SOLUTIONS FOCUSES ON DELIVERING EFFICIENCIES TO OUR CLIENTS TO ENSURE THAT OUR CLIENTS REMAIN COMPETITIVE IN THE MARKET IN TERMS OF COST, QUALITY AND CUSTOMER SERVICE.

In carrying out our responsibilities under this contract we will:

- Remain focused on cost to serve whilst refusing to compromise on performance, delivery and quality of service,
- Continue to be flexible, dynamic and adaptable,
- Remain passionate about delivering cost-effective, accurate and timely services, and
- Continually seek ways to improve the utility services, allowing the occupants to concentrate on their core business activities and lifestyle.

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2. OUR CORE SERVICES TO THE BODY CORPORATE AND LOT OCCUPANTS

METER2CASH Solutions operates from two key streamlined areas within our business, the **Customer Office** and the **Client Office**. It is our systems, processes and people in each of these areas that allows us to achieve efficiencies and maximise returns in utility management services.

The Customer Office

The **Customer Office** will perform all the basic functions of efficient utility management. This area is the "boiler room" of our operations. It is through the efficiencies of the **Customer Office** that payment channels are managed and cash flow risks to the Body Corporate are minimised.

The key services provided by the Customer Office to the Body Corporate and occupants are:

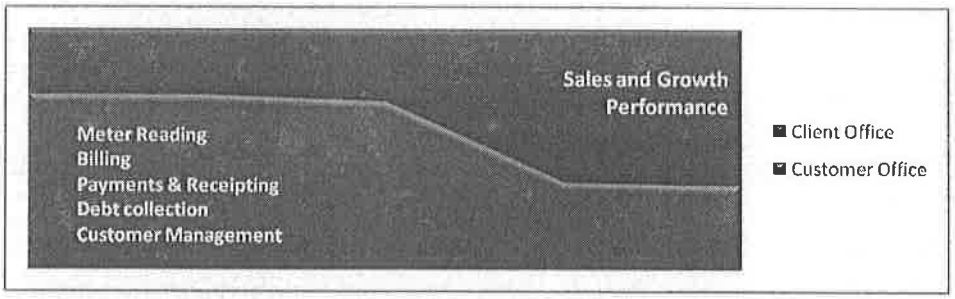
- Meter Reading
- Bill Production – accurate and timely
- Bill Presentment - post, email, or as agreed by the Body Corporate or occupant
- Payments & Receipting – monies collected are transferred on a as agreed basis, with no bank charges or fees
- Debt Collection
- Customer Management - Applications, general enquires and rebates

The Client Office

The **Client Office** processes key utility and financial reporting to the Body Corporate and provides reconciliation of our monthly transactions. The **Client Office** monitors all daily receipts and transfer of money into the applicable accounts. This team has a strong focus on improving the quality of the business which in turn improves the delivery of service while reducing or maintaining our costs.

The key services provided by the client office are:

- Business Improvement
- Performance Reporting – Financial and utility data reports
- Sales and Growth



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3. DESCRIPTION OF SERVICES PROVIDED BY METER2CASH SOLUTIONS

Meter Reading

- Read the existing utility meters (either remotely or manually) for each cycle (monthly or quarterly)
- Analyse meter consumption to identify potential faulty meters and provide recommendations to the Body Corporate to have meters tested and replaced if faulty, which we will do at no cost to the Body Corporate or occupants.
- Perform any ad-hoc readings required when owners or tenants change.

Billing Services

- Produce and issue invoices for all occupants at the end of the billing cycle and for any ad-hoc final accounts as required.
- Perform bill checks to identify negative, high and nil consumption, confirm accuracy then render invoice.

Receipting Services

- Receipts will be processed via the Macquarie Bank 'DEFT' system, which provides for full receipting facilities (BPay, Credit Card, Aust Post EFT, Direct Debit etc).
- Monies collected are transferred on the next business day, (or at any other time specified by the Body Corporate) to their nominated bank account hence maximising your cash flow position.
- The bank charges incurred by this process are borne by **METER2CASH Solutions**, not the Body Corporate or occupants.

Debt Management Services

CURRENT DEBT MANAGEMENT PROCESS:-

Following the issuance of our standard cyclic Billing Service, **METER2CASH Solutions** has an established a strict Debt Management process. This means that all debt recovery costs are deemed as a pass through from the Body Corporate to the occupant and these costs can then be recovered from the occupant at the time of billing.....***all at no additional cost to the Body Corporate!***

The Debt Management process monitors all occupants' invoices ensuring accounts are paid in full and on time. This streamlines payments and adds value to valuable cash flow. If payments are not paid on time the following 3 debt processes are conducted -

- **4 business days** after due date a reminder notice is mailed;
- **5 business days** after reminder notice a disconnect warning notice is hand delivered under door;
- **5 business days** after disconnect warning notice the power is disconnected.

OUTBOUND DEBT CALL - in some cases we may make a final call to the occupant before disconnection depending on location, volumes and other contributing factors. We also attempt to contact the resident manager (RUM) to confirm if disconnections are legitimate.

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FINAL DEBT MANAGEMENT PROCESS

Finalising Accounts – Staff contact the outgoing tenant/occupant (if details provided) and obtain forwarding details so we can follow up on debt after they have left the building. This usually involves contact with the RUM to see if they can provide forwarding details as well.

Below are the basic debt collection guidelines; however it can change ie; if there is a considerably high debt the first point of contact may be via telephone to try and obtain immediate payment over the phone or to discuss a payment arrangement. Each occupant is handled differently based on the information we have on hand.

Stage 1 – Further search is done on White Pages or ASIC website to try and locate the former tenant/occupant. If we are aware of external rental agencies we contact them for forwarding information. Invoice is re-issued to all addresses and email address on file;

Stage 2 – We reflag for follow up 1 week later from Stage 1 to see if payment has been made;

Stage 3 – We contact previous tenant/occupant via mobile/telephone and try and get payment over the phone;

Stage 4 – Once all follow up has been completed we then prepare a write off submission for the Body Corproate's approval.

Disclaimer: *Please note that METER2CASH Solutions can only act on information provided on building hand over or updates from the person who is aware of tenants entering/vacating the building. In the case of units that are handled by an external rental agent the process of debt collection may be more difficult.*

WRITE OFF SUBMISSION

METER2CASH Solutions will provide a Write Off Submission. This report will be sent to your nominated representative (Body Corporate Manager, Chairperson etc) .

This report will capture all final debt for a prior period (3 to 12mths). This report will be issued only after all avenues of debt collection have taken place.

This report is produced in an effort to remove these amounts owing from our internal system as we have adhered to our debt collection processes and all avenues of debt collection have been exhausted or the former tenant/occupant simply would not pay the account. Our debt recovery fee of $25 will then appear on your next invoice.

It is generally expected that most buildings at some point in time will have outstanding debt at no fault of METER2CASH Solutions processes. It is the Body Corporate responsibility once METER2CASH Solutions have reported this to decide whether they wish to engage an external debt collection company or write off that debt.

Typically we recommend a small uplift to the average on sell rate for the purpose of recovering additional monies as provision for bad debt and other costs associated with the cost of the bulk electricity infrastructure. METER2CASH Solutions will include in its write off submission this value to allow for an automatic write off from our internal system.

Customer Contact Management

- Customer Office details are provided on all accounts that are issued to occupants.
- Liaise with main building manager or specified main contact to process outgoing/incoming occupants.
- Our office hours operate between 8.30am and 4.30pm on business days.

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Rebate Management

- Monitor Electricity Rebate application process in accordance with Government Gazetted requirements and ensure eligible customers receive their rebates on their cyclic invoice.
- Lodge the appropriate proprietor rebate forms to the retailer on behalf of the occupants and ensure that the occupants receive the rebate credit in bulk on their periodical electricity account.

Tariff Management

- Provide Tariff Assessment of existing bulk bill arrangements to maximise potential savings and check for accuracy each month and make recommendations to ensure the client is obtaining the cheapest rate for its utility.

Energy Consulting (Including Bulk Conversion)

- Perform Tenders to establish a retail contract at the lowest price/kwh in the market.
- Provide advice and make recommendations to improve existing common power electricity arrangement with current retailer.
- Provide feasibility assessment to convert to a bulk supply arrangement for total electricity within building or complex.

Performance Reporting

- We provide or make available upon request financial reporting which includes all billed line items, arrears, monies receipted and transferred, bank statements etc.
- We also highlight a comparison of the bulk bill compared to what we have billed to individual lots and ultimately what remains in common area power. This also highlights the savings the client is achieving under the bulk supply arrangement compared to regulated tariffs.

Summary

Our services are cost effective—our people, processes and technology deliver first class services equal to or lower than market price. For our clients we aim to provide long term solutions to your energy needs and our delivery of service will ensure this aim is achieved for you. At METER2CASH Solutions we guarantee efficiency—we pride ourselves on being effective without wasting your time and expense, in fact we will save you time and money through managing your energy needs.

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4. OUR SERVICES AND FEES

General Service Fees (GST Exclusive)

The Service Fee charges are recoverable by each lot via the Invoice produced for that lot, therefore are cost neutral to the Body Corporate and cover provision of the following services: -

Meter Reading, Metering Provision (including replacement of meters where necessary) and Maintenance (including capital repair expenses), Billing Services, Receipting Services, Customer Management, Rebate Management, Tariff Management, Performance Reporting and absorption of bank fees and charges.

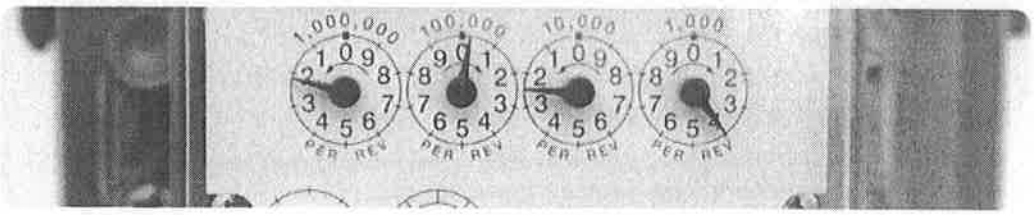
SERVICE (Including Meter Leasing Provision)	FEE
Quarterly Billing	**$116.00 per lot per annum**
Monthly Billing	**$156.00 per lot per annum**

Current Debt Recovery Fees

The current Debt Management process monitors all occupants' invoices ensuring accounts are paid in full and on time. This streamlines payments and adds value to valuable cash flow.

- **4 business days** after due date a reminder notice is mailed;
- **5 business days** after reminder notice a disconnect warning notice is hand delivered under door;
- **5 business days** after disconnect warning notice the power is disconnected.

SERVICE	FEE
Reminder Notice	**$3.00 per reminder**
Disconnect Warning Letter, including Bill copy	**$10.50 per notice**
Disconnects / Reconnect via Switch	**$50.00 per visit**
Outbound Debt Call	**$5.00 per call**



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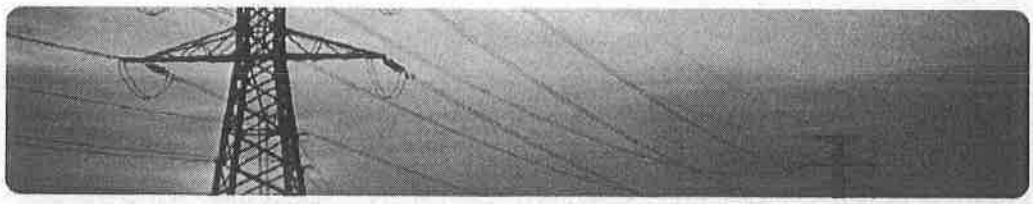

ADDITIONAL SERVICES & RATES

CONSULT TO TENDER THE MARKET A RETAIL ELECTRICITY CONTRACT - METER2CASH Solutions will provide a detailed report while making it simple for the client to make a decision on which retailer to choose. We tender the market to at least 4 retailers and will negotiate to achieve the lowest price/kwh in the market. Our core business in billing, is more successful if the price we on-sell is as low as possible, in comparison to regulated pricing, so we are driven to achieve best pricing outcomes for our client. We charge a one off fixed charge of **1800.00 + GST.** Unlike brokers there is no commissions paid to M2C by retailers and we do not charge our clients for any savings made. We simply apply a fee for the service.

PROVISION OF METER SALES/REPLACEMENT - METER2CASH Solutions identify nil, high & negative consumption meters as part of our meter reading & billing system parameters. Upon identification of possible faulty meters we provide this data to our clients each cycle & recommend a solution. This process is critical in maximising accurate revenue & cash flow for our client. **Nil cost to Body Corporate and occupants as included within the General Service Fees**

FINAL DEBTORS – If a final debt is not paid, a final reminder & letter of demand and phone call will be issued within 30 days after the final. If this is not paid following this step it will be referred to the BCM for legal recovery consideration. At this point we will submit a report to our client requesting to write off of this bad debt from our **METER2CASH Solutions** system. The cost of this process is **$25.00/lot + GST** and is borne by the Body Corporate, if any debt is less than **$25.00 + GST** it will be automatically written off.

APPLICATION FOR SUPPLY – This is the critical document in the establishment of account holder information. This document details all parties obligations, including the terms and conditions of supply. This fee is inclusive of new customer set up; move in and move out; final bill processing; rebate and direct debit set up etc; . This fee is recovered from the new customer on issue of their first bill. **Fee = $25.00 per occupant**

This information, as well as the **METER2CASH Solutions** strict Debt Management process limits the risk of skip tracing or non payment on occupancy exit. Application has been legally reviewed & endorsed by a qualified Body Corporate Law firm in QLD.

*Note: This fee is not applied when transitioning existing customers from the previous billing agent to **METER2CASH Solutions** or post bulk conversion.*

SECURITY DEPOSITS – A deposit may be charged for each occupancy and can be collected via the new occupants' first invoice. This money is then transferred to the Body Corporate. **Value of Security deposit is determined in consultation with the Body Corporate**

On exit and upon finalising the occupant, if the occupant remains in credit the money will be refunded via direct transfer from the Body Corporate's operating bank account.

Note: Changes to the above rates will be agreed to in writing by both parties however each year the rates will be subject to amendment based on the Brisbane CPI at 30th June each year.

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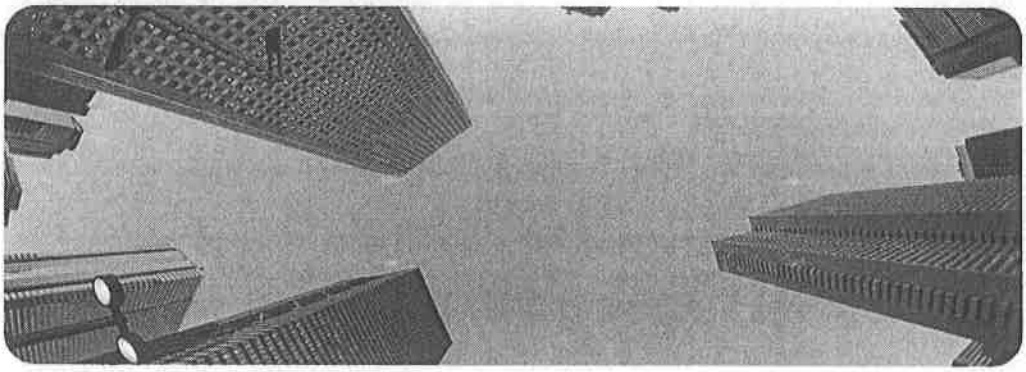
5. SCHEDULE OF ALL SERVICES AND RATES

SERVICE	FEE
Quarterly Billing	$90.00 per lot per annum
Monthly Billing	$130.00 per lot per annum
Quarterly Billing (including meter leasing)	$116.00 per lot per annum
Monthly Billing (including meter leasing)	$156.00 per lot per annum
Reminder Notice	$3.00 per reminder
Disconnect Warning Letter, including Bill copy	$10.50 per notice
Disconnects / Reconnects via Switch	$50.00 per visit
Outbound Debt Call	$5.00 per call
Meter Sales/Replacement	Quote Based Upon Request
Final Debtors	$25.00 per letter
Application for Supply	$25.00 per Lot
Consult to Tender for Retail Electricity Contract	$1800.00 + GST
Security Deposit	$150.00



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6. CONTRACT

THIS CONTRACT IS MADE ON THE .....DAY OF .....,

Parties :

METER2CASH Solutions Pty Ltd (ABN 51 130 008 196) (M2C)

Boardwalk Burleigh Beach CTS.....(Body Corporate)

Term : Commencement Date..... **Expiry Date: 10 Years from commencement**

Term of Contract: 10 Years

- The Body Corporate engages M2C to provide the services in schedules 2,3 and 4 for the term.
- M2C will be entitled to the fees and charges in part 4. M2C may deduct the fee from moneys received from customers if not paid by the Body Corporate.
- The Body Corporate authorises M2C to enter into an on-supply arrangement, on the Body Corporates behalf, on M2C's standard terms with owners and occupiers of the lots.
- The Body Corporate and M2C acknowledge that they must not refuse to sell energy to a lot owner or occupier who completes an application, except in accordance with relevant disconnection provisions set out in the customer contract.
- The Body Corporate will allow M2C safe convenient access to the scheme land for all purposes connected with this agreement.
- Either party may terminate this agreement at any time by giving 3 months written notice to the other. Termination under this clause will not affect any accrued rights.
- At the end of the Term (or earlier termination) M2C will professionally hand over to the Body Corporate or an authorised party the relevant administration reports/documents, to enable smooth transition from M2C to the new party.
- Where the Developer is a party to this agreement, the Developer; A) signs this agreement on behalf of the Body Corporate; B) upon the Body Corporate's formation and prior to the sale of a lot in the Body Corporate's scheme, must make the Body Corporate ratify or otherwise agree to be bound by this agreement

CONTRACT SIGNED by Boardwalk Burleigh Beach CTS.....BY ITS AUTHORISED REPRESENTATIVE:
Print Name .....
Authorised Representative Signature..... Date: ...../...../.....
CONTRACT SIGNED FOR METER2CASH SOLUTIONS PTY LTD BY ITS AUTHORISED REPRESENTATIVE:
Print Name: .....
Authorised Representative Signature..... Date: ...../...../.....

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Metering Agreement & Schedule

Item 1(a): COMMENCEMENT DATE

Item 1(b): EXPIRY DATE 10 years from Commencement Date

Item 2: CUSTOMER DETAILS

Boardwalk Burleigh Beach Body Corporate CTS.....ABN .....

Telephone number: 5504 2000
Facsimile number: 5504 2001
Nominated Contact Person. Body Corporate Secretary

Email address:

Item 3: PREMISES

Address of Premises: 70-72 The Esplanade & 1877-1879 Gold Coast Hwy Burleigh Heads 4220
Description of Premises

(Include number of lots): 128 residential apartments lots

Item 4: METER2CASH Solutions SUB-METERING SYSTEM SPECIFICATIONS

METER2CASH Solutions will supply, operate and maintain (METER2CASH Solutions will replace meters if deemed faulty or not in working order)

System equipment details: • 128 single phase direct connected electromechanical kWh meters

Item 5: WORK TO BE CARRIED OUT BY DEVELOPER/BODY CORPORATE

(a) Installation of 128 meters by private electrical contractor as part of development.

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Item 6: VALUATION OF METER2CASH Solutions SUB-METERING SYSTEM

The value of the METER2CASH Solutions Sub-Metering System is calculated as follows:

Number of years after the Date of Installation that Boardwalk Burleigh Beach Body Corporate CTS.....terminates the Agreement	**Value of METER2CASH Solutions Sub-Metering System**
Up to 5	Installation Value
between 5 and 6	90% of Installation Value
between 6 and 7	75% of Installation Value
between 7 and 8	60% of Installation Value
between 8 and 9	45% of Installation Value
between 9 and 10	30% of Installation Value
Year 10 to termination of the agreement	Subject to valuation by independent accredited Valuer

'Installation Value' is the amount of $9210.00 (exclusive of GST) which is the value of the METER2CASH Solutions Sub-Metering System.

Item 7: PAYMENT

Bodies Corporate payments will be as follows:

Charges: **$0.00** (GST exclusive) **per meter per month – single phase**

The amount of **$0.00** + GST will be invoice to the client each month.

By signing the above amalgamated agreement will then be void the original meter lease and charges with the developer, therefore no meter lease charges will be billed to the Body Corporate.

Item 8: APPROVED PERSON DETAILS

Approved Person(s):	METER2CASH Solutions Pty Ltd
ABN:	51130008196
Address:	88 Buckland Rd Nundah Qld 4012
Telephone number:	(07) 3256 7366
Facsimile number:	(07) 3265 4412
Nominated Contact Person:	Marty Robson

Item 9: METER ASSET REGISTER - below is a list of all meter numbers provided to developer.

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Metering Terms and Conditions

1. This agreement begins on the Commencement Date in item 1(a) and ends on the Expiry Date in item 1(b) (the **"Term"**).

2. M2C shall retain ownership of the Equipment at all times during the Term.

3. M2C will be responsible for the maintenance of the Equipment under the Contract for Administration of Electricity (and Metering) Billing Services (the **"Administration Agreement"**) between the Body Corporate and M2C.

4. If the Administration Agreement is terminated or ends for any reason, this agreement will also be automatically terminated.

5. The Body Corporate:

(a) must not permit anyone to remove or interfere with the Equipment;

(b) must not grant any security interest over or otherwise deal with the Equipment;

(c) must notify M2C immediately if it becomes of any damage or malfunctioning of the Equipment.

6. The Equipment is at the risk of the Body Corporate whilst on the premises. The Body Corporate must insure the Equipment against usual risks.

7. If this agreement is terminated or ends for any reason before the Expiry Date, the Body Corporate must make the early termination payment in item 6 to M2C. Upon receipt of the payment, ownership of the Equipment will pass to the Body Corporate.

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Document A9
Proposed Stormwater360 Australia Maintenance Agreement

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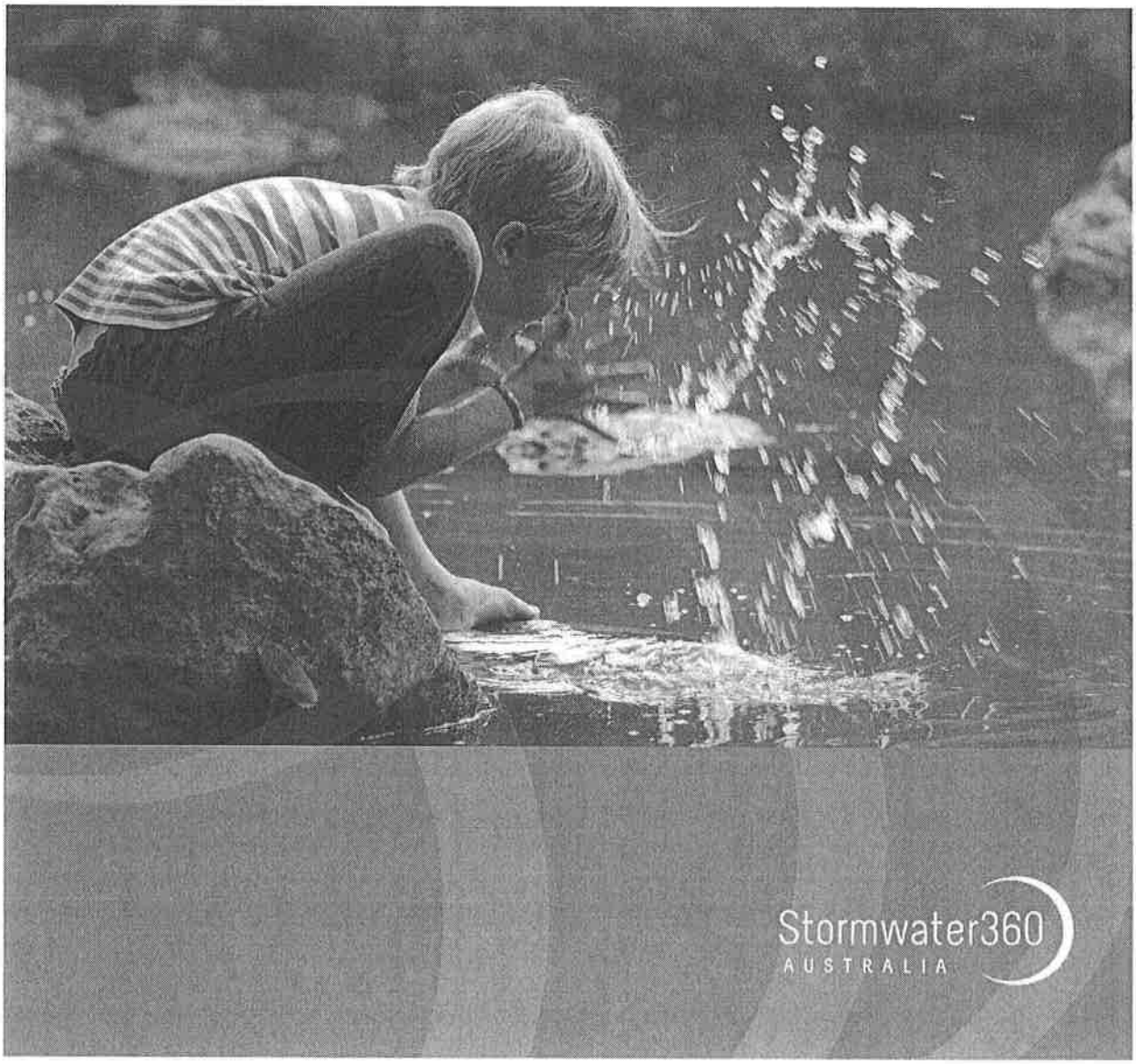
Maintenance Agreement



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Maintenance Agreement

Tax Invoice

Agreement No: 05766

NATIONAL MAINTENANCE SOLUTIONS PTY LTD ABN 42 156 044 834 (**we** or **us** or **our**) agrees to provide to the customer named in the Schedule below (**you**) the services described in the Schedule below (the **Maintenance Services**) in relation to the equipment described in the Schedule below (the **Equipment**) and, where applicable, any Additional Services (as later defined) and you agree to accept the provision of the Maintenance Services and, where applicable, the Additional Services (collectively the **Services**) on the terms and conditions set out in this document (including any Special Conditions set out in this document). This document will not bind us until it is signed by our authorised officer, at which time a contract for the provision of Services in relation to the Equipment (this **Agreement**) will arise without the need for us to give any further notice.

Schedule

FACILITIES MANAGEMENT PLAN			
Facilities Management Plan applies:	○ Yes	● No	
Facilities Management Plan No:			

CUSTOMER	
Name: BOARDWALK BURLEIGH BEACH CTS TBA	
Trading as:	ACN/ABN: tba
Address: Care of SSKB community manager; PO BOX 8319 GCMC QLD 9726	
Telephone number: 07 5504 2058	Facsimile number:
Contact person: Warren Wagland	Email address: wwagland@sskb.com.au

EQUIPMENT		
Model	Description	Serial No(s) (if applicable)
4 Cartridge Manhole StormFilter	4c690mmSFMH	
2 x Enviropod Catchpit insert	2 x EP200	

EQUIPMENT LOCATION
70-72 The Esplanade & 1877-1879 Gold Coast Hwy, Burleigh Heads, QLD, 4220,

SITE CONTACT	
Name: Warren Wagland	Telephone number: +61 7 5504 2058

MAINTENANCE SERVICES				
Maintenance Services cover the cleaning and maintenance of the Equipment and the removal from the Equipment of Stormwater Waste (up to the Maximum Pollutant Load per Cartridge referred to below), on and subject to the Terms and Conditions set out in this document. **Stormwater Waste** means pollutants and concentrations generated in typical stormwater run-off defined as the pollutants (gross pollutants suspended solids, metals, nutrients and hydrocarbons only) that exist within stormwater run-off that are generated from fully developed and stabilised (once building and construction work ceases) residential, commercial and light industrial (non-manufacturing) catchments and exhibit "typical" pollutant concentrations only as prescribed in "Managing Urban Stormwater: Harvesting and Reuse" published by the Department of Environment and Conservation NSW, 2006.				
Estimated Maintenance Frequency: 12 months	Cartridge Type:	● 690mm	○ 460mm	
Maximum Pollutant Load per Cartridge (in kgs): 250				

MAINTENANCE SPECIFICATIONS
Enviropods to be serviced every 4 months

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Stormwater360 AUSTRALIA

OTHER		
✓	Certification Services	Estimated Certification Frequency: 12 Months
Authorised Additional Services Amount: $200		

TERM	
	If a Facilities Management Plan is referred to in this Schedule: the Term is the "Term" referred to in the Facilities Management Plan and the Commencement Date is the "Commencement Date" referred to in the Facilities Management Plan.
	If a Facilities Management Plan is not referred to in this Schedule:
	Commencement Date:
	Term: months from the Commencement Date

SERVICE CHARGES	
	If a Facilities Management Plan is referred to in this Schedule the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. Any Additional Services will be charged at our prevailing rates and invoiced separately.
	If a Facilities Management Plan is not referred to in this Schedule:
	Billing Periods: ◉ Monthly ○ Quarterly ○ Half-Yearly ○ Yearly
	Maintenance Services Charge: $466 plus $ 46.6 GST = $ 512.60 per billing period
	Maintenance Services Charges are due and payable in advance on the 1 day of each Billing Period throughout the Term and are subject to adjustment in accordance with the terms and conditions set out in this document. Any Additional Services will be charged at our prevailing rates and invoiced separately.
	Specified Percentage Increase (for Maintenance Services Charges): nil %
	Current rate for removal of Stormwater Waste in excess of Maximum Pollutant Load per Cartridge: $ 350 per tonne

ACCOUNTS PAYABLE CONTACT	
Contact person: Warren Wagland	Telephone number: +61 7 5504 2058
Email address: wwagland@sskb.com.au	

SIGNATURE OF CUSTOMER	
You acknowledge and confirm that: (1) you have read and understood and agree to be bound by the Terms and Conditions set out in this document; and (2) all information provided by you is true and correct.	
Signed for and on behalf of the Customer by a duly authorised officer of the Customer, who warrants that he/she has authority from the Customer to execute on its behalf and all information provided is true and correct.	
Signed:	Signature of Witness:
Date:	Date:
Name: Warren Wagland (SSKB)	Name of Witness:
Title/Position: Community Manager	Address of Witness:
Telephone number: +61 7 5504 2058	
Signed:	Signature of Witness:
Date:	Date:
Name:	Name of Witness:
Title/Position:	Address of Witness:
Telephone number:	

SIGNATURE OF	
Entity Name: National Maintenance Solutions Pty Ltd	
Authorised Officer:	Date:

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Services Agreement Terms and Conditions

1. **Definitions and Interpretation** In this Agreement, unless the context otherwise requires: **Billing Period**, **Commencement Date**, **Equipment**, **Equipment Location**, **Facilities Management Plan**, **Maintenance Specifications**, **Maintenance Services**, **Maintenance Services Charge**, **Services**, **Stormwater Waste** and **Term** are as defined or referred to in the Schedule; **ACL** means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); **Additional Services** has the meaning provided in clause 3(2); **Additional Services Charges** has the meaning provided in clause 4(4); **Annual Recurrence Interval (ARI)** has the meaning provided by the Bureau of Meteorology's Australian Water Information Dictionary; **Business Day** means any day on which banks are open for business in Australia, other than a Saturday or Sunday; **GST** means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation; **Hazardous Waste** means any waste material classified as "Hazardous Waste" or otherwise identified as having specific handling and disposal requirements by the Department of Sustainability, Environment, Water, Population and Communities (**Schedule** means the Schedule to this Agreement; words importing the singular include the plural and vice versa; headings shall be ignored in construing this Agreement; if any party is comprised of more than one person, those persons' obligations are joint and several; references to a party include references to that party's legal personal representatives, successors and permitted assigns; references to persons include references to corporations and other bodies and entities; references to statutes include all statutes amending, consolidating or replacing such statutes; and a reference to "$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia.
2. **Term** This Agreement commences on or with effect from the Commencement Date and, subject to clause 12, shall continue for the Term.
3. **Provision of Services** (1) We will provide the Maintenance Services at the Equipment Location at the times specified in clause 7. For the avoidance of doubt, Maintenance Services does not include any cleaning or maintenance of, removal from or other services in relation to the Equipment for or in respect of any Hazardous Waste, aggregates, concrete, debris, plastic, shingle, sediment or other waste contained on or within runoff derived from a 1 in 5 year Annual Recurrence Interval (ARI) or flood event, construction run-off or any other waste material other than Stormwater Waste. (2) We may, and you authorise us to, provide services in relation to the Equipment which are outside of and/or in addition to the Maintenance Services (**Additional Services**) (provided that where the cost of any Additional Services exceeds the Authorised Additional Services Amount specified in the Schedule, we will obtain your consent prior to undertaking those services). Such Additional Services may include, without limitation: (a) the cleaning or maintenance of the Equipment that does not fall under the scope of Maintenance Services (including, without limitation, the removal from the Equipment of any Stormwater Waste which is in excess of the Maximum Pollutant Load per Cartridge specified in the Schedule); (b) any additional time expended by us (including reasonable waiting time for any of our personnel at the Equipment Location) in performing the Maintenance Services as a result of any failure by you to comply with your obligations under clause 9 or any operation of the Equipment under abnormal conditions (including mains fluctuations or any contamination of the Equipment); (c) any additional time or costs expended by us arising from any delays or difficulties in accessing the Equipment Location or the Equipment (or any part of it) which are outside of our control; (d) the supply and installation of consumables specific to the Equipment, other than in accordance with the Maintenance Specifications or other than where such consumables can be supplied and installed as part of the Maintenance Services without significant additional expense or increase in the time required to perform the Maintenance Services; (e) the supply of any consumables used by us to perform the Maintenance Services, in particular, any substances used to clean and maintain the Equipment; (f) clearing any gas accumulated in the Equipment that cannot be cleared by natural means (for example, ventilation); (g) the cleaning, maintenance, removal, handling, uplifting, treatment or disposal of any Hazardous Waste or any other waste material other than Stormwater Waste; (h) undertaking any remedial work in respect of the Equipment in accordance with clause 8(3); (i) undertaking any instruction or training in respect of your safety procedures and other requirements for accessing the Equipment Location; (j) pedestrian or traffic control; (k) removing pit covers using hydraulic or other similar means.
4. **Charges** (1) If a Facilities Management Plan is referred to in the Schedule, then the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. (2) If a Facilities Management Plan is not referred to in the Schedule, you must pay the Maintenance Services Charges at the times referred to in the Schedule. (3) If a Facilities Management Plan is not referred to in the Schedule, on each anniversary of the Commencement Date, we may increase the Maintenance Services Charges prevailing at the relevant time by the greater of: (a) any increases in the Index over the preceding 12 months; and (b) an amount (determined by us) of not more than the Specified Percentage Increase set out in the Schedule. "Index" means the Consumer Price Index (All Groups weighted average of eight capital cities) published by the Australian Bureau of Statistics (or an equivalent index, in the event that such Index is discontinued or suspended). A certificate by us as to any increase in charges will be conclusive and binding on you. (4) Whether or not a Facilities Management Plan is referred to in the Schedule, we will invoice you separately at rates from time to time prevailing for the provision of any Additional Services (**Additional Services Charges**), which must be paid by you within 14 days of the date of each such invoice. Where current rates are specified in the Schedule, these will be subject to change in accordance with any changes in prevailing rates. (5) You must reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement. (6) You must pay interest on any amount due but unpaid under this Agreement at 2% calculated from the due date for payment until the date on which the amount is paid. Such interest shall be calculated daily and is payable on demand. (7) You must pay all payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing. (8) All payments by you must be paid on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month.
5. **Hazardous Waste** (1) You must promptly inform us of any spill or activity on or proximate to the Equipment Location or catchment which may result in Hazardous Waste entering the Equipment. (2) We will not be liable for removing, uplifting, treating or disposing of any Hazardous Waste unless specifically agreed between you and us, in which case such services will be provided by us as Additional Services pursuant to clause 3(2). You must provide an appropriate facility at the Equipment Location to enable us to store any Hazardous Waste and pay or reimburse us all costs and expenses incurred by us in handling any Hazardous Waste. (3) You acknowledge that we may be convicted or otherwise held liable under statute or regulation as a result of your actions, inaccuracies or omissions in the description of the Hazardous Waste and its collection, deposit or retention. You agree to indemnify us and keep us indemnified against all losses, liabilities, fines, costs, expenses and damages in respect of any prosecution, claim, action or conviction against us arising from or in connection with any such action, inaccuracy or omission by you.
6. **Maintenance Personnel** (1) We will perform the Services using appropriately trained and qualified personnel. (2) We may subcontract the provision of any of the Services to a third party, provided that we will remain primarily liable to you for the provision of such Services.
7. **Maintenance Times** (1) We will perform the Maintenance Services on the Equipment at the Estimated Maintenance Frequency specified in the Schedule and in accordance with the Maintenance Specifications. (2) The Maintenance Services and any Additional Services will be performed at a time agreed upon between you and us. If either party is unable to comply with the agreed time for the Services as a result of unforeseen events outside that party's control, it will notify the other party as soon as reasonably practicable, and you and us will agree another suitable time. (3) We will perform the Services between 9.00am and 5.00pm on Business Days agreed between you and us. If you require the Services to be performed outside these hours, an after-hours surcharge may be charged by us at our prevailing standard rates.
8. **Certification Services** (1) Where "Certification Services" is selected in the Schedule, we will at the Estimated Certification Frequency specified in the Schedule: (a) inspect the Equipment to ascertain whether it complies with our operations and maintenance procedures and requirements (the **Requirements**); (2) where the Equipment complies with the Requirements, issue a certificate to you confirming this (**Compliance Certificate**); and (3) where the Equipment does not comply with the Requirements, advise you and work with you to complete any remedial work required to enable a Compliance Certificate to be issued, provided that the cost of such remedial work will be borne by you and any services provided by us will be charged as Additional Services, unless they fall within the scope of the Maintenance Services.
9. **Consumables** If a Facilities Management Plan is referred to in the Schedule, we will replace any consumables supplied with the Equipment (including, without limitation, enviropod bags and broken filter cartridges) requiring replacement due to reasonable wear and tear or normal operating conditions (Authorised Conditions). For the avoidance of doubt, we will not be responsible for the replacement of any such consumables where the requirement for replacement arises other than due to Authorised Conditions, including, without limitation, a flood event or deliberate damage caused to the consumables.
10. **Co-operation** (1) You must: (a) operate the Equipment at all times in accordance with the Facilities Management Plan (if applicable) and any specifications for the Equipment; and (b) comply with our reasonable instructions and directions in respect of the maintenance and operation of the Equipment. (2) You must grant access to the Equipment Location and make the Equipment available to our personnel and subcontractors to allow the Services to be provided. (3) You must notify us of any special safety regulations or other requirements for accessing the Equipment Location that must be observed by us during the performance of the Services and you must, prior to the commencement of any such Services, explain such requirements to our personnel and provide such additional training in respect of such requirements as may be reasonably necessary to ensure that our personnel can provide the Services safely and effectively. If any such instruction or training results in a significant increase in the time required to perform the Services, we may charge Additional Services Charges in respect of such increase. (4) Where we attend the Equipment Location to perform any Services, you must inform our personnel of any problems or other variations from the normal operation of the Equipment and will provide such other information as our personnel may reasonably require in relation to the operation of the Equipment. (5) You must not, at any time without our prior written consent: (a) modify, repair or maintain the Equipment or permit any third party to do so; or (b) use any accessories or consumables as part of the operation of the Equipment other than in accordance with the specifications for the Equipment.
11. **Acknowledgements** (1) You acknowledge and agree that: (a) to the full extent permitted by the ACL and other applicable laws, all express and implied terms, conditions, representations, warranties and guarantees are excluded and we do not give any guarantee, representation, warranty or assurance as to the care and skill, fitness for purpose or time for supply in relation to the provision of the Services. Nothing in this Agreement, however, will exclude, restrict or modify any rights or remedies which you may have for failure to comply with a guarantee under the ACL or any other applicable law; (b) to the full extent permitted by the ACL and other applicable laws, we are not liable for any indirect, consequential or economic loss or damage (including, without limitation, loss of profit) arising under or in connection with this Agreement; and (c) in any event, to the full extent permitted by the ACL and other applicable laws, our liability under or in relation to this Agreement or the provision of the Services (to the extent that the ACL does not apply) or for failure to comply with a guarantee under the ACL (subject to section 64A(3) of the ACL) (to the extent that the ACL applies), is limited to, at our option, one or more of the following: (i) in the case of goods supplied, to one or more of the following (as we may determine): replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; (ii) in the case of services supplied, to one or more of the following (as we may determine): supplying the services again or paying the cost of having the services supplied again. (2) You acknowledge that the Services and any replacement parts or consumables supplied in connection with the Services will be supplied to you for business purposes. (3) You must: (a) immediately notify us where you become aware of any problem with or damage to the Equipment; and (b) take all reasonable steps to mitigate the effect of any problem or damage. (4) Where appropriate, reconditioned parts may be used instead of new spare parts. We will own any parts removed from the Equipment.
12. **Insurance** You must, at your own cost, effect and keep current throughout the Term with a reputable and solvent insurer: (a) insurance for such amount of cover as is reasonably required by us against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (b) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.
13. **Termination** (1) We may terminate this Agreement if: (a) you breach any provision of this Agreement and fail to rectify that breach within ten (10) Business Days of written notice from us; or (b) you enter into, or any steps are taken to have you enter into, liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your creditors or any of them, or a controller is appointed with respect to any of your assets, you become unable to pay your debts to any person as they become due or you otherwise become insolvent; or (c) if a Facilities Management Plan is referred to in the Schedule, the Facilities Management Plan is terminated. (2) Termination of this Agreement is without prejudice to any remedies available to us and any rights or obligations of the parties that accrued prior to the time of termination.
14. **Representations and Warranties** (1) You represent and warrant to us that: (a) you have full authority and all necessary consents to enter into and perform your obligations under this Agreement; and (b) the execution and performance by you of this Agreement will not result in a breach of, or constitute a default under, any instrument to which you are a party or by which you are bound or violate any laws. (2) If you enter into this Agreement as a trustee of a trust (the Trust), then, you represent and warrants to us that: (a) you enter into this Agreement for a proper purpose of the trust; (b) you have power and authority under the Trust to enter into this Agreement; and (c) you have the right to be indemnified fully out of the trust property before the Trust's beneficiaries for all liabilities you incur under this Agreement.
15. **General** (1) We will not be responsible for any delay or failure to perform our obligations under this Agreement to the extent that such delay or failure is due to any cause beyond our reasonable control. (2) You must not assign, transfer or otherwise deal with any of your rights under this Agreement without our prior written consent. We may assign, transfer or subcontract any of our rights and obligations under this Agreement without your consent. (3) No waiver of any breach of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach will be deemed to be a waiver of any other or subsequent breach. (4) You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any of our related bodies corporate. You must not exercise any right of set-off on any account. (5) This Agreement will be governed by and construed in accordance with the laws of New South Wales. (6) If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction. (7) You authorise us to insert the Commencement Date in the Schedule once the date of delivery of the Equipment is known (if a Facilities Management Plan is not referred to in the Schedule) and to complete and amend any other blank, incomplete or inaccurate particular appearing in the Schedule and to otherwise complete all necessary formalities to render this Plan complete and enforceable. (8) Any notice to or by a party to this Agreement: (a) must be in writing addressed to the other party or parties to this Agreement; (b) may be delivered in person, by pre-paid post or by facsimile transmission; and (c) is regarded as given by the sender and received by the addressee: (i) if by delivery in person, when delivered to the addressee; (ii) if by pre-paid post, on the third day after posting; and (iii) if by facsimile transmission, when transmitted to the addressee (provided that a report from the sending machine confirms successful transmission).

Document A10

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Proposed Central Water Heating and Gas Supply

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origin

AGREEMENT FOR THE INSTALLATION, OPERATION
AND MAINTENANCE OF A CENTRAL WATER HEATING SYSTEM AND ASSOCIATED BILLING SYSTEM AND THE SUPPLY OF UNMETERED COOKER GAS

BETWEEN: Origin Energy Retail Limited ABN 22 078 868 425 of Level 45 Australia Square, 264-278 George Street, Sydney NSW 2000 (**"Origin"**)

AND: **Developer - see Item 2 of the Schedule**

AND: **Body Corporate - see below**

Executed as an agreement:

Signed for:
Origin Energy Retail Limited ABN 22 078 868 425
by its authorised representative:

Name of Representative (please print)	Signature of Representative	Date
Name of Witness (please print)	Signature of Witness	Date

Signed for: Tuggeranong Development Corporation Pty Ltd ABN 82 129 458 448
by its authorised representative:

Name of Representative (please print)	Signature of Representative	Date
Name of Witness (please print)	Signature of Witness	Date

Body Corporate by executing the Agreement, agrees to assume all rights, liabilities and obligations of the Premises Party under this Agreement with effect from the date of its entry into this Agreement:

THE COMMON SEAL of the body corporate of _____
was hereunto affixed in the presence of:

Name of Secretary (please print)	Signature of Secretary	Date
Name of Chairman (please print)	Signature of Chairman	Date

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BACKGROUND

A. Origin is a supplier of water heating systems, a provider of maintenance and repair services for water heating systems and a supplier of billing and collection systems for hot water services.

B. Origin is a gas retailer and a supplier of billing and collection systems for unmetered gas supplied to owners or occupiers of separate parts of premises for use in Gas Cookers.

C. The Developer is undertaking or has undertaken the design and construction of the Premises.

D. Origin has agreed to:-

(a) install, operate and maintain the Water Heating System described at Item 5 of the Schedule;

(b) provide Hot Water Services to Customers at the Premises; and

(c) if indicated at Item 9 of the Schedule, retail Cooker Gas to the Premises for use in Gas Cookers.

E. Upon the registration by the Developer of a plan and CMS, the Developer will cause the Body Corporate to become a party to this Agreement.

OPERATIVE

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement:

'Agent' means a director, officer, employee, servant or contractor of Origin.

'Body Corporate' means:

(a) if the Premises are in Queensland or the Northern Territory, the body corporate which executes the first page of this Agreement;

(b) if the Premises are in South Australia, the owners corporation which executes the first page of this Agreement.

'CMS' means:

(c) if the Premises are in Queensland, a Community Management Statement;

(d) if the Premises are in South Australia, the description of the community scheme filed with the plan of community division deposited in the Land Titles Registration Office; or

(e) if the Premises are in the Northern Territory, the written statement setting out a unit title scheme arrangement.

"Cooker Gas" means unmetered natural gas or unmetered LPG reticulated through the Cooker Gas Reticulation System for use in Gas Cookers in a unit in the Premises.

'Cooker Gas Management Fee' means an amount equivalent to the sum of all outstanding Customer Cooker Gas Charges for units in the Premises, which amount is reduced by all Customer Cooker Gas Charges owed by Customers occupying:

(a) units in respect of which the Premises Party has given occupier details to Origin; and

(b) units in respect of which the Premises Party has not given occupier details to Origin, but in respect of which Origin has received payment for the Customer Cooker Gas Charge referable to that unit within 90 days of the due date under the applicable Cooker Gas Sale Agreement (or, if no such agreement is in place between Origin and the occupier, within 90 days of the due date under such a Cooker Gas Sale Agreement if it had been in place). For the avoidance of doubt, where such payment has not been received by Origin within 90 days, the Cooker Gas Management Fee includes the amount of any such unpaid Customer Cooker Gas Charge.

'Cooker Gas Reticulation System' means gas pipes and related infrastructure throughout the Premises through which Cooker Gas is reticulated by the Premises Party from:

(a) where Cooker Gas is natural gas, the gas gate meter for the Premises;

(b) where Cooker Gas is Reticulated LPG, the LPG gate meter for the Premises; or

(c) where Cooker Gas is Non-Reticulated LPG, the LPG cylinder installed at or adjacent to the Premise,

to each unit within the Premises.

'Cooker Gas Sale Agreements' means the contracts between Origin and the Customers in respect of the sale of Cooker Gas to the Customers for use in Gas Cookers. These contractual arrangements may form part of the Hot Water Services Agreement.

'Customer' means any person who enters into a contract with Origin for the purchase of, or who consumes (without having entered into a written contract with Origin):-

(a) Hot Water Services (where the Premises Party is supplied with Hot Water Services, 'Customer' includes the Premises Party); and/or

(b) Cooker Gas (where the Premises Party is supplied with Cooker Gas, 'Customer' includes the Premises Party).

'Customer Cooker Gas Charge' means the amount payable under a Cooker Gas Sale Agreement by a Customer to Origin for the sale of Cooker Gas to Gas Cooker(s) at a unit at the Premises (or which would have been payable if such a written contract had been in place with the Customer). This charge can be varied by notice from Origin to the Customer at any time (including between the date of the Proposal and the Date of Installation). Current charges can be obtained at any time by contacting Origin.

'Customer Hot Water Services Charge' means the amounts payable under a Hot Water Services Agreement by a Customer to Origin for the supply of Hot Water Services to a unit at the Premises

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(or which would have been payable if such a written contract had been in place with the Customer). These charges can be varied by notice from Origin to the Customer at any time (including between the date of the Proposal and the Date of Installation). Current charges can be obtained at any time by contacting Origin.

'Date of Installation' means the date upon which Origin completes the installation and commissioning of the Water Heating System at the Premises and in the event of any dispute in relation to such matter in circumstances where the Premises are new, at the written election of Origin, the 'Date of Installation' will be deemed to be the date of issue of:

(a) if the Premises are in Queensland, a certificate of classification in accordance with the Building Act 1975 (Qld);

(b) if the Premises are in South Australia, a certificate of occupancy issued in accordance with the Development Act 1993 (SA); and

(c) if the Premises are in the Northern Territory, an occupancy permit issued in accordance with the Building Act (Northern Territory of Australia),

in relation to the Premises.

'Excluded Loss' means:

(a) loss of or damage to profit, revenue, use, production, reputation, credit rating or goodwill;

(b) loss or denial of opportunity;

(c) loss of access to markets;

(d) loss of anticipated savings or wasted overheads;

(e) financing costs;

(f) special, incidental or punitive damages; or

(g) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in relation to this Agreement, and regardless of whether a claim for same is made under this Agreement, any relevant law, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

'Force Majeure' has the meaning given in clause 17.1.

'Gas Cooker' means the apparatus, appliance or equipment installed within a unit in the Premises, owned by the owner of the unit and operated by the occupier for the purposes of heating or cooking food by either a stove-top gas ring, gas barbeque (which may be on the unit's verandah) or gas operated oven (in each case where the apparatus, appliance or equipment is connected to the Cooker Gas Reticulation System).

'Governing Law' has the meaning given in clause 23.

'Hot Water Meter' means a hot water meter conforming to Australian Standards installed at the Premises to allow for the monitoring and measuring of hot water heated by the Water Heating System and/or consumed by the Customer. The location of these meters may be within individual Customer's premises or within the common areas of the Premises.

'Hot Water Meter & Metering System' refers to the Hot Water Meters and/or the Remote Electronic System described at Item 7 of the Schedule.

'Hot Water Services' means the heating of water by the Water Heating System to the Specified Temperature, and associated billing and collection services. For the avoidance of doubt, the Hot Water Services do not involve the sale of water but rather the heating of water which the Premises Party or Customer has purchased from a separate water utility provider.

'Hot Water Services Agreements' means the agreements for the purchase of Hot Water Services between Origin and the Customers in respect of the supply of Hot Water Services to the Customers.

'Hot Water Services Management Fee' is an amount equivalent to the sum of all Customer Hot Water Services Charges for units in the Premises, which is reduced by all Customer Hot Water Service Charges owed by Customers occupying:

(a) units in respect of which the Premises Party has given occupier details to Origin and has obtained occupier consent to Origin reading any Hot Water Meter on the Customer's premises (if required); and

(b) units in respect of which the Premises Party has not given occupier details to Origin, but in respect of which Origin has received payment for the Customer Hot Water Service Charge referable to that unit within 90 days of the due date under the applicable Hot Water Services Agreement (or, if no such agreement is in place between Origin and the occupier, within 90 days of the due date under such a Hot Water Services Agreement if it had been in place). For the avoidance of doubt, where such payment has not been received by Origin within 90 days, the Hot Water Services Management Fee includes the amount of any such unpaid Customer Hot Water Service Charge.

'LPG' means liquefied petroleum gas.

'Non-Reticulated LPG' means LPG which is sourced for the Premises from an LPG Cylinder supplied and installed by Origin at or adjacent to the Premises. For the avoidance of doubt, it does not included Reticulated LPG.

'Personal Information' means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can be

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reasonably ascertained, from the information or opinion.

'Premises' means the building and adjacent land described in Item 3 of the Schedule and when the CMS is registered means the scheme land (excluding the lots in the scheme).

'Premises Party' means:

(a) until the Body Corporate becomes bound by this Agreement in accordance with clause 22 - the Developer; and

(b) otherwise - the Body Corporate.

Premises Party Infrastructure' means the piping, plumbing, electrical and other infrastructure referred to in Item 11 of the Schedule, or installed or required for the operation of the Water Heating System but excluding the Water Heating System. The term also includes the Cooker Gas Reticulation System.

'Privacy Laws' means any applicable law, statute, regulation, ordinance, code, standard or requirement of any government, governmental or semi-governmental body which relates to the privacy, confidentiality or use of any information about individuals including the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth).

'Proposal' means the proposal for selling Hot Water Services and unmetered gas for Gas Cookers at the Premises described in Item 4 of the Schedule.

'Purchaser' means a transferee or assignee of the Developer's interest in the Premises.

'Remote Electronic System' means the software and hardware used by Origin to read the Hot Water Meters remotely and generate bills for customers in relation to Hot Water Services. The location of components of this system may be within individual Customer's premises, within the common areas of the Premises or off-site.

'Reticulated LPG' means LPG which is sourced for the Premises from a reticulation pipe network that is external to the Premises. For the avoidance of doubt, it does not include Non-Reticulated LPG.

'Specified Temperature' has the meaning given at Item 6 of the Schedule.

'Trust' means the entity that is a trust for which the Developer may be trustee if so indicated by the Developer's full entity name stated in item 2 of the Schedule.

'Water Heating System' means the apparatus, equipment, Hot Water Meter & Metering System and associated fittings installed or yet to be installed by Origin at the Premises in connection with the operation of the Water Heating System (as described in Item 5 of the Schedule).

1.2 **Interpretation**

In this Agreement, unless the contrary intention appears:

(a) a reference to this Agreement includes the Schedule;

(b) the singular includes the plural and vice versa;

(c) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;

(d) headings have been inserted for guidance only and do not form any part of the substance of this Agreement;

(e) references to clauses and sections are references to clauses and sections of this Agreement and references to clauses includes subclauses of this Agreement; and

(f) a reference to any thing is a reference to the whole and each part of it.

1.3 **Proposal**

Sections 7A and 8 of the Proposal are incorporated into, and form part of, this Agreement. To the extent of any inconsistency between Sections 7A and 8 of the Proposal and this Agreement, Sections 7A and 8 of the Proposal prevail.

2. INSTALLATION OF WATER HEATING SYSTEM AND LPG CYLINDER

2.1 Origin must supply and install:

(a) a Water Heating System (conforming generally to the specifications set out in Item 5 of the Schedule) at the Premises; and

(b) if Origin is supplying Cooker Gas under this Agreement and that the Cooker Gas is Non-Reticulated LPG (as specified at Item 9 of the Schedule), a LPG Cylinder (conforming generally to the specifications set out in Item 10 of the Schedule) at or adjacent to the Premises.

2.2 Origin owns the Water Heating System and the LPG Cylinder (if any). Ownership of the Water Heating System will not pass to the Premises Party unless Origin transfers that ownership in accordance with clause 14.3(a) or 14.3(c). Ownership of the LPG Cylinder and Remote Electronic System will not pass to the Premises Party in any circumstances.

2.3 The Developer must, at no cost to Origin:

(a) undertake all infrastructure, plumbing, electrical or other works at the Premises required to allow Origin to install the Water Heating System and the LPG Cylinder (if any) (as set out in Item 11 of the Schedule);

(b) make available to Origin, any area reasonably required at or immediately adjacent to the Premises to accommodate installation and operation of the Water Heating System and the LPG Cylinder (if any), provided that the area required by Origin does not unreasonably interfere with the design and operation of the Premises; and

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(c) allow Origin (including any Agent) safe, convenient and unhindered access to the Premises for the purpose of installing the Water Heating System and LPG Cylinder (if any), provided that Origin (or its Agent) uses reasonable endeavours to co-ordinate its actions with the Developer and submits to the reasonable direction and control of the Developer or any contractor appointed by the Developer to construct the Premises whilst exercising its rights under this clause.

2.4 The Premises Party must, at no cost to Origin, allow Origin to use the area in which the Water Heating System and the LPG Cylinder (if any) is installed. The Premises Party acknowledges and agrees the use of such area will not interfere, to an unreasonable extent, with the use and enjoyment of any lot or the common property.

3. MAINTENANCE OF WATER HEATING SYSTEM AND LPG CYLINDER

3.1 Origin must, at its own cost, ensure that the Water Heating System and LPG Cylinder (if any) is maintained in good working condition to the standards prescribed by any relevant laws, including those with respect to the supply and use of water, gas and electricity. Origin will conduct regular site visits to the Premises and implement an adequate maintenance programme for the Water Heating System and LPG Cylinder (if any) to ensure the efficient operation of the Water Heating System and LPG Cylinder (if any).

3.2 The Premises Party must promptly notify Origin by contacting Origin's National Response Centre on 1800 002 438 of any problems they identify with the Water Heating System or LPG Cylinder (if any). Origin must visit the Premises to assess any notified problems with the Water Heating System or LPG Cylinder (if any) within 24 hours of receiving such notification.

3.3 Origin will, at its discretion, replace or repair the Water Heating System or LPG Cylinder (if any) to address any problems identified with the system, and (except in circumstances where weather and/or safety conditions impact on site safety and access) must return the supply of Hot Water Services or Cooker Gas (as relevant) at the Premises within 24 hours of attending the Premises (which may involve restricted or limited supply of Hot Water Services or Cooker Gas, and/or the provision of an alternative and/or temporary Hot Water Services or Cooker Gas solution).

3.4 Origin sources replacement units and parts from third parties, and is not responsible for circumstances in which a replacement unit or parts are required but are not readily available. In those circumstances Origin will either provide restricted Hot Water Services or Cooker Gas, or install a temporary unit or cylinder, at the Premises until such time as a replacement unit, cylinder or parts become available.

3.5 The Premises Party must allow Origin (and any Agent) safe, convenient and unhindered access to the Premises for the purpose of inspecting, maintaining, repairing and replacing the Water Heating System and LPG Cylinder (if any), provided Origin uses reasonable endeavours to minimise inconvenience to occupiers of the Premises.

3.6 The Premises Party must at its own cost ensure that the Premises Party Infrastructure is maintained in good working condition to the standards prescribed by any relevant laws, including those with respect to the supply and use of water, gas and electricity. The Premises Party is responsible for connecting units to the Premises Party Infrastructure to enable receipt of Hot Water Services and Cooker Gas, and is also responsible for reticulating:

(a) the heated water created by the Hot Water Services from the Water Heating System to each unit in the Premises; and

(b) where the Cooker Gas is natural gas or Reticulated LPG, the Cooker Gas from the gate meter for the Premises to each unit; or

(c) where the Cooker Gas is Non-Reticulated LPG, the Cooker Gas from the LPG Cylinder to each unit.

4. HOT WATER SERVICES SUPPLY

4.1 Origin will supply Hot Water Services to the Customers from the Date of Installation until such time as this Agreement is terminated, except during such times as problems with the Premises Party Infrastructure make it unsafe or not possible to supply the Hot Water Services. The Premises Party must promptly advise Origin of any problems with the Premises Party Infrastructure.

4.2 Unless the Premises Party advises it is not required, Origin agrees to:

(a) enter into Hot Water Services Agreements with individual Customers who elect to do so;

(b) impose charges and fees in respect of the supply of Hot Water Services;

(c) invoice the Customers for the supply of Hot Water Services quarterly, or on other cycles determined by Origin; and

(d) collect payment of accounts from the Customers.

4.3 Origin may charge a security deposit as part of the Hot Water Services Agreements and may disconnect Customers where accounts have not been paid.

4.4 The terms of the Hot Water Services Agreements will be determined by Origin, and may be varied by Origin from time to time following notice to Customers.

4.5 Origin may exchange information with its related bodies corporate and Agents where required to perform its obligations under this clause 4.

4.6 For the avoidance of doubt, Origin in supplying Hot Water Services is not selling water but rather is selling the heating of that water. Whichever of

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the Premises Party and/or individual Customers is responsible for purchasing the water being heated by Origin must continue to pay the relevant water utility provider for the water itself.

5. HOT WATER SERVICES MANAGEMENT FEE

5.1 In consideration of the services provided by Origin to the Premises Party under this Agreement in respect of the supply of Hot Water Services to Customers and the operation and maintenance of the Water Heating System, the Premises Party must pay to Origin the Hot Water Services Management Fee as invoiced.

5.2 Origin undertakes to invoice the Customer Hot Water Services Charge to Customers for Hot Water Services those Customers have consumed, and to pursue collection of any outstanding Customer Hot Water Services Charges for a period of at least 90 days from the due date for those charges. After that period Customer Hot Water Services Charges which remain unpaid in respect of Customers for whom Origin has not received Customer details in accordance with clause 8 will become part of the Hot Water Services Management Fee.

6. SALE OF COOKER GAS

6.1 If Item 9 of the Schedule requires Origin to sell Cooker Gas, Origin must, subject to relevant gas connections and the Cooker Gas Reticulation System being in place and all other necessary requirements (including, where the Cooker Gas is Non-Reticulated LPG, appropriate arrangements being in place for Origin to install the LPG Cylinder in or adjacent to the Premises) being satisfied for the delivery and sale of Cooker Gas to the Customers:

(a) enter into Cooker Gas Sale Agreements with individual Customers (who elect to do so;

(b) sell Cooker Gas to individual Customers;

(c) impose charges and fees in respect of the sale of Cooker Gas;

(d) invoice the Customers the Gas Cooker Gas Sale Charge for sale of gas quarterly, or on other cycles determined by Origin; and

(e) collect payment of accounts from the Customers.

6.2 Origin may charge a security deposit as part of the Cooker Gas Sale Agreement and may disconnect Customers where accounts have not been paid.

6.3 The terms of the Cooker Gas Sale Agreements will be determined by Origin, and may be varied by Origin from time to time.

6.4 The Premises Party acknowledges that Cooker Gas is being sold by Origin for gas cooking only, and should only be used for this purpose.

6.5 Origin may exchange information with its related bodies corporate and Agents where required to perform its obligations under this clause 8.

7. COOKER GAS MANAGEMENT FEE

7.1 In consideration of the services provided by Origin to the Premises Party under this Agreement in respect of the sale of Cooker Gas to Customers, the Premises Party must pay to Origin the Cooker Gas Management Fee as invoiced.

7.2 Origin undertakes to invoice the Customer Cooker Gas Charge to Customers for Cooker Gas those Customers have consumed, and to pursue collection of any outstanding Customer Cooker Gas Charges for a period of at least 90 days from the due date for those charges. After that period Customer Cooker Charges which remain unpaid in respect of Customers for whom Origin has not received Customer details in accordance with clause 8 will become part of the Cooker Gas Management Fee.

8. CUSTOMER DETAILS

8.1 The Body Corporate must:

(a) within 7 days of registration of the plan provide Origin with the names, contact numbers (unless unlisted) and addresses of all owner occupiers of units within the Premises, and must update this information immediately in the event of a change of occupancy;

(b) within 7 days of registration of the plan use its best endeavours to provide Origin with the names, contact numbers (unless unlisted) and addresses of all non-owner occupiers within the Premises, and update this information immediately in the event of a change of occupancy; and

(c) if it cannot provide Origin with the name and address of a particular non-owner occupier under clause 8.1(b), immediately notify Origin of the address at which there has been a change of occupancy.

8.2 If Origin is unable to enter into a Hot Water Services Agreement and/or Cooker Gas Sale Agreement because it does not have the details of the owner or occupier of a unit or a Customer terminates a Hot Water Services Agreement and/or Cooker Gas Sale Agreement, the Premises Party must within 7 days of request by Origin provide Origin with the details of the owner and occupier of the relevant lot as shown in the Body Corporate records.

8.3 The parties acknowledge that for the purposes of this clause 8:

(a) the Premises Party will disclose to Origin Personal Information about owners and occupiers of units at the Premises (Premises Party acts of disclosure);

(b) Origin will collect from the Premises Party, disclose and use Personal Information about owners and occupiers of units at the Premises (Origin acts of collection, disclosure and use),

and applicable Privacy Laws may require that owners and occupiers of units at the Premises be made aware of certain details relating to, and consent to, Premises Party acts of disclosure and Origin acts of collection, disclosure and use.

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8.4 The Premises Party must, in relation to Premises Party acts of disclosure and Origin acts of collection, disclosure and use:

(a) ensure that owners and occupiers of units at the Premises are made aware of any information which applicable Privacy Laws require that those persons be made aware of (including in relation to Origin acts of collection, disclosure and use, any information which Origin directs the Premises Party to bring to the attention of owners and occupiers of units at the Premises); and

(b) where required by applicable Privacy Laws, obtain the consent of the owners and occupiers of units at the Premises (including, in relation to Origin acts of collection, disclosure and use, any consents which Origin directs Premises Party to obtain for the benefit of Origin) and, where a person is incapable of giving consent, obtain a consent of a guardian of that person on that person's behalf.

8.5 Without limiting clause 8.4, the Premises Party must:

(a) cooperate with any reasonable requests or inquiries made by Origin in relation to:

(i) the parties' compliance with any Privacy Law (whether in relation to consents or otherwise); and

(ii) any breaches or alleged breaches of Privacy Laws by or behalf of the Premises Party under or in connection with this Agreement;

(iii) not do anything with the Personal Information that will cause Origin to breach any Privacy Law and co-operate with Origin to resolve any complaint made under any Privacy Law; and

(b) promptly notify Origin where the Premises Party is not successful in obtaining any consents referred to in this clause 8.

9. ACCESS TO METERS

9.1 The Premises Party must:

(a) allow Origin (or its Agent) safe, convenient and unhindered access to the Premises; and

(b) use its best endeavours to arrange for Origin (or its Agent) to have safe, convenient and unhindered access to units with the Premises,

for the purpose of reading, repairing, maintaining or replacing, disconnecting or reconnecting any meter (including the Hot Water Meters) in order to measure Customers' consumption of Hot Water Services or Cooker Gas, provided that Origin uses reasonable endeavours to minimise inconvenience to occupiers of the Premises.

10. ORIGIN'S LIABILITY

10.1 Origin will not be liable for any damage or injury which may occur to the Premises or the injury or death of any person arising from or in connection with the installation, inspection, operation, maintenance, repair, replacement or removal of the Water Heating System or the LPG Cylinder, except for any damage or injury or death which occurs as a result of the negligence or default of Origin (or its Agent). The Developer and/or the Body Corporate release Origin from any claim for which Origin is not liable as a consequence of this clause 10.

10.2 Neither Origin nor its Agents are liable in connection with this Agreement (including for negligence) to the Premises Party for, and the Premises Party may not claim, any Excluded Loss.

10.3 Origin must indemnify the Premises Party against all actions, claims, losses, costs and expenses which the Premises Party may sustain or incur as a result of a breach by Origin of this Agreement.

11. DEVELOPER'S WARRANTIES AND INDEMNITY

11.1 The Developer warrants that it has the full unencumbered right and power to enter into this Agreement with Origin and to grant the rights given to Origin under this Agreement.

11.2 The Developer must indemnify Origin and its Agents and hold Origin and its Agents harmless from and against:

(a) all actions, claims, losses, costs and expenses which Origin and its Agents may sustain or incur as a result of a breach by the Developer of the Agreement, in particular, but not limited to, a breach by the Developer of the warranty in clause 11.1; and

(b) all actions, claims, losses, costs and expenses which Origin and its Agents may sustain or incur as a result of any damage or injury which may occur to the Premises or the injury or death of any person arising from or in connection with the installation, inspection, operation, maintenance, repair, replacement or removal of the Water Heating System, the LPG Cylinder (if any) or the Premises Party Infrastructure. This indemnity excludes indemnity for any actions, claims, losses, costs and expenses arising as a result of any damage or injury or death which occurs as a result of the negligence or default of Origin or its Agents.

11.3 If the Developer is a trustee of a Trust:

(a) the Developer is bound by the terms of this Agreement personally and also in its capacity as trustee of the Trust; and

(b) in respect of the Trust, the Developer represents and warrants in its own right and as trustee of the Trust, that as at the Date of Agreement and until such time as all its obligations under this Agreement are discharged:

(i) it has full legal capacity and power under the trust deed by which the Trust is constituted to enter into this Agreement and carry out the

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transactions that this Agreement contemplates as trustee of the Trust and that all required action under the trust deed to authorise its entry into this Agreement and ensure it is valid and binding on it as trustee of the Trust has been taken; and

(ii) it is entering into this Agreement as part of the proper administration of the Trust, for the commercial benefit of the Trust and for the benefit of the beneficiaries of the Trust.

12. BODY CORPORATE'S WARRANTIES AND INDEMNITY

12.1 The Body Corporate warrants that it has the full unencumbered right and power to enter into this Agreement with Origin and to grant the rights given to Origin under this Agreement.

12.2 The Body Corporate indemnifies Origin and its Agents and holds Origin and its Agents harmless from and against:

(a) the Cooker Gas Management Fee and the Hot Water Services Management Fee;

(b) all actions, claims, losses, costs and expenses which Origin and its Agents may sustain or incur as a result of a breach by the Body Corporate of this Agreement, in particular, but not limited to, a breach by the Body Corporate of the warranty in clause 12.1; and

(c) all actions, claims, losses, costs and expenses which Origin and its Agents may sustain or incur as a result of any damage or injury which may occur to the Premises or the injury or death of any person arising from or in connection with the installation, inspection, operation, maintenance, repair, replacement or removal of the Water Heating System, the LPG Cylinder (if any) or the Premises Party Infrastructure. This indemnity excludes indemnity for any damage or injury or death which occurs as a result of the negligence or wilful default of Origin or its Agents.

13. TERM

13.1 This Agreement commences on the Date of Agreement (set out in Item 1 of the Schedule or, if that item is blank, the date on which it is signed by both Origin and the Developer, whichever is the last to sign) and continues for a period of 6 calendar months (the last day of which is the 'Expiry Date'). If Origin does not give the Developer or the Body Corporate a written notice of expiry at least 90 days prior to the Expiry Date, then a further Agreement will commence (on the same terms as this Agreement) on the day after the Expiry Date as if such day was the Date of Agreement. The rolling 6 calendar month application of this clause may occur any number of times.

14. TERMINATION OF AGREEMENT

14.1 This Agreement may be terminated by a party for breach if:-

(a) a party is in breach of this Agreement and a notice to remedy the breach, identifying the breach and requesting the breach be remedied within 14 days, is given by the party not in breach; and

(b) the breach is not remedied within that 14 day period.

14.2 A party to this Agreement may terminate the Agreement immediately upon notice to the other party if an event of Force Majeure which has been notified in accordance with clause 17.3 continues for more than 3 months.

14.3 Without prejudice to any rights arising as a consequence of termination for breach, if the Agreement is terminated or expires then Origin may at its option:

(a) transfer ownership of the Water Heating System (excluding the Remote Electronic System) to the Premises Party at the value for the Water Heating System calculated in accordance with Item 8 of the Schedule (in which case the Premises Party must pay the value within 30 days of termination or expiry) and ownership of the Water Heating System (excluding the Remote Electronic System) will not pass to the Premises Party until the value of the Water Heating System (excluding the Remote Electronic System) as determined in accordance with this clause 14.3(a) is paid in full;

(b) remove the Water Heating System; or

(c) forfeit the Water Heating System (excluding the Remote Electronic System) to the Premises Party, in exchange for the payment of the sum of $1.00 on request.

For the avoidance of doubt, the Remote Electronic System remains the property of Origin at all times. The Hot Water Meters forming part of the Water Heating System remain the property of Origin unless and until they are transferred or forfeited to the Premises Party pursuant to clauses 14.3(a) or 14.3(c).

14.4 The Premises Party is responsible for, and indemnifies Origin for, any costs incurred if Origin transfers ownership of the Water Heating System in accordance with clause 14.3(a) or 14.3(c).

14.5 If Origin chooses to remove the Water Heating System in accordance with clause 14.3(b), the Premises Party must allow Origin, and its Agents, safe, convenient and unhindered access to the Premises for the purpose of disconnecting and removing the Water Heating System.

14.6 The Developer or the Body Corporate may terminate the Agreement at any time upon:

(a) delivery to Origin of a written notice of intention to terminate the Agreement on a date not earlier than six (6) months from the date of the notice; and

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(b) the payment to Origin of an amount equal to the value of the Water Heating System as calculated in accordance with Item 8 of the Schedule. If the Agreement is terminated prior to the Date of Installation then the Developer must pay to Origin upon demand all costs and expenses reasonably and properly incurred or suffered by Origin (as certified in writing by Origin) in design, drafting, materials, construction and/or installation (on a cost recovery basis, and where applicable, by Origin charging Origin personnel on a cost recovery basis).

For the avoidance of doubt, if either the Developer or the Body Corporate complies with paragraphs (a) and (b) of this clause 14.6, then clause 14.3 will not apply.

14.7 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination, and Origin's rights under clauses 14.3, 14.4, 14.5, and 14.6 survive termination. For the avoidance of doubt, all invoices issued for the Hot Water Services Management Fee, the Customer Hot Water Service Charges, the Cooker Gas Management Fee and the Customer Cooker Gas Charges payable in respect of the period prior to termination must be paid irrespective of termination.

15. ASSIGNMENT

15.1 Subject to clause 15.2 and clause 16, neither the Developer nor the Body Corporate may sell, assign, transfer or encumber their interest under this Agreement.

15.2 Origin may, subject always to the provisions of any law, assign this Agreement or subcontract any of its obligations under the Agreement to any person or entity capable of performing the services and obligations of Origin under this Agreement (the onus of proving which will be on Origin). Upon Origin delivering a covenant by an assignee to perform the services and obligations of Origin from a specific date, Origin is relieved of future liability under this Agreement (without prejudice to any liability arising prior to that date).

16. DEVELOPER'S COVENANTS

16.1 If during the term of this Agreement (prior to the Body Corporate executing this Agreement) the Developer sells or otherwise disposes of its interest in the Premises before its rights and obligations under this Agreement cease in accordance with clause 22.3, it must obtain from the Purchaser a covenant (on terms acceptable to Origin acting reasonably) in favour of Origin that the Purchaser will be bound by the Developer's obligations under this Agreement as if the Purchaser had originally entered into this Agreement as the Developer or that the Purchaser will enter into a new agreement with Origin on terms no less favourable to Origin than the terms of this Agreement.

17. FORCE MAJEURE

17.1 In this clause 16.1 "Force Majeure" means any circumstance or event beyond the reasonable control of the party to this Agreement concerned resulting in or causing a failure or delay, hindrance to, or interference, whether wholly or in party, with the performance of that party's obligations under this Agreement. Such circumstances include, but are not limited to: Acts of God, riots, insurrections, rebellions, terrorist acts, civil disturbances, wars (declared or undeclared), Government regulations for national defence, fire, lightning, severe weather conditions, strikes, boycotts, lockouts or other labour disturbances or compliance with any law, regulation or order of any governmental body or court or electricity, gas or telecommunications network or supply failures.

17.2 Except in relation to a pre-existing obligation to make any payments for Hot Water Services or Cooker Gas already provided under this Agreement, the parties to the Agreement will be relieved from liability under this Agreement to the extent that owing to Force Majeure they have been unable to or have failed to comply with their respective obligations under this Agreement during the continuance of any inability so caused.

17.3 In the event of any event of Force Majeure a party seeking relief under this clause 16.1 must as soon as practically possible notify each other party (by any available means and confirmed in writing) of the event of Force Majeure and provide all relevant information as is available pertaining to such event. The affected party must use its best endeavours to overcome or remedy such Force Majeure as soon as possible.

18. STATUTORY OBLIGATIONS

18.1 Origin, the Developer and the Body Corporate must fully comply with all laws, regulations, bylaws or ordinances which may in any way impact upon the performance of their respective obligations under this Agreement.

19. INSURANCE

19.1 Prior to executing this Agreement and until practical completion of construction of the Premises, the Developer will, and will cause its contractors and subcontractors to, effect and maintain Construction Works insurance for a liability of not less than the full value of construction including the full value of the Water Heating System.

19.2 The Premises Party will, for the term of this Agreement and with a major insurance company carrying on general insurance business in Australia, effect and maintain current Third Party Public and Product Liability insurance covering liability to Origin, its employees and contractors and any third party for death or bodily injury (including illness) and loss of and/or damage to property arising out of anything done or omitted to be done by the Premises Party for a liability of not less than $10,000,000 in respect of any one incident.

19.3 The Premises Party must provide evidence of insurance in clauses 19.1 and 19.2 upon written request from Origin.

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20. GOODS AND SERVICES TAX

20.1 Interpretation

In this clause, all terms that are defined in the GST law (as that term is defined in the A New Tax System (Goods and Services Tax) Act 1999) have the same meaning in this clause.

In addition:

"Agreement Price" means the monetary and non monetary consideration to be provided under this Agreement for the Supply (other than under this clause).

"Recipient" means the party that receives the Supply from the Supplier;

"Supplier" means the party that provides the Supply to the Recipient and includes the representative member of the GST group if the Supplier is a member of a GST group;

"Supply" means any supply to the Recipient by the Supplier pursuant to this Agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply for the purposes of this clause.

20.2 GST

Notwithstanding any other provision in this Agreement, if the Supplier is or becomes liable to pay GST in connection with any Supply:

(a) the Recipient must pay to the Supplier, in addition to the Agreement Price, an additional amount equal to the amount of that GST;

(b) provided the Recipient has received a tax invoice from the Supplier for that Supply, the Recipient must pay the Agreement Price plus the additional amount on account of GST within the period specified in this Agreement for payment of the Agreement Price (or, if no period is so specified, then within 30 days following the end of the month of receipt of that tax invoice);

(c) if the GST payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Recipient under paragraph (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph (c) is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment event;

(d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed shall be net of any input tax credit claimable in respect of that acquisition or importation;

21. TAXES

21.1 The Premises Party must, as soon as practicable after becoming bound by this Agreement, provide a valid Australian Business Number to Origin.

21.2 If Origin is required in its opinion to withhold any amount in respect of tax from a payment to be made to the Premises Party under this Agreement, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount to the Premises Party. In the event that Origin pays an amount to the Premises Party without withholding an amount in respect of tax, Origin will be indemnified by the Premises Party for any loss suffered by it as a result of failing to withhold.

21.3 Origin will be responsible for payment of levies due pursuant to the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)* in respect of any works undertaken in this Agreement.

22. ENTRY INTO THIS AGREEMENT BY BODY CORPORATE

22.1 Origin consents to the Developer registering, and the Developer must promptly so register:

(a) if the Premises are in Queensland, a plan and Community Management Statement with the Department of Natural Resources;

(b) if the Premises are in South Australia, a Plan of Community Division and Scheme Description with the Land Titles Registration Office; and

(c) if the Premises are in the Northern Territory, a Scheme Statement with the Land Titles Registration and General Registry Office,

in respect of the Premises.

22.2 Within 30 days of registration of the CMS the Developer must cause the Body Corporate to:

(a) pass an appropriate resolution under which the Body Corporate agrees to enter into this Agreement and be bound by it; and

(b) enter into this Agreement.

22.3 Upon the Body Corporate entering into this Agreement:

(a) the Body Corporate will assume all of the Developer's rights, liabilities and obligations under this Agreement going forward; and

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(b) the ongoing rights and obligations of the Developer under this Agreement cease (without prejudice to any rights or liabilities arising up to that date).

22.4 If the Developer defaults in performance of its obligations under clause 22.1 then without prejudice to any other rights arising, Origin is entitled to require the Developer to pay to Origin (within 7 days of demand) the full amount of the Installation Value set out in Item 8 of the Schedule.

23. GOVERNING LAW

23.1 This Agreement will be construed in accordance with and governed by the laws of the State or Territory in which the Premises are located ('**Governing Law**').

24. WHOLE AGREEMENT

24.1 The provisions of this Agreement (including Parts 7A and 8 of the Proposal referred to in clause 1.3) comprise the whole agreement between the parties and it is expressly agreed that no further provisions (including any other provision of the Proposal) will be deemed to be implied or to arise between the parties. If any provision of this Agreement is prohibited under the Governing Law then it is ineffective to the extent of the prohibition. Any provision of or application of any provision of this Agreement which is void illegal or unenforceable under the Governing Law does not affect the validity, legality or enforceability of the remaining provisions.

25. PERSONAL PROPERTY SECURITIES ACT

25.1 In this clause 25 ***financing statement***, ***register***, ***security interest*** and ***verification statement*** have the meanings given to them in the PPSA.

25.2 If a party is granted a PPSA security interest under this Agreement, that party may register a financing statement on the register against the name of the grantor.

25.3 To the extent the PPSA permits:

(a) each party waives its right to receive a notice of a verification statement under the PPSA;

(b) the provisions of Chapter 4 of the PPSA are excluded; and

(c) the parties also contract out of every other provision of the PPSA that section 115 of that Act permits them to do so.

25.4 Despite anything else in this Agreement, neither party may disclose information of the kind mentioned in section 275(1) of the PPSA, except where required by section 275(7) of the PPSA.

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SCHEDULE

Item 1: **DATE OF AGREEMENT -**

Item 2: **DEVELOPER'S DETAILS**

Developer: Tuggeranong Development Corporation Pty Ltd

ABN: 82 129 458 448

Address of Developer's registered office: 2 Jubilee Avenue Broadbeach Qld 4218

Telephone number: 07) 5570 9666

Facsimile number: N/A

Nominated Contact Person: Mr Brodie Lister

Item 3: **PREMISES**

Address of Premises: 70-72 The Esplanade & 1877-1879 Gold Coast Hwy Burleigh Heads 4220

Description of Premises: Tallahassee - One Hundred & Twenty-eight (128) residential apartments.

Item 4: **PROPOSAL**

Origin's Proposal to supply serviced hot water services and associated systems and unmetered gas for Gas Cookers at the Premises dated 15th May 2015.

Item 5: **WATER HEATING SYSTEM SPECIFICATIONS (Clause 2.1)**

Origin will supply and install the equipment listed below, as detailed in Section 8.A of the Proposal Ref: mftalla150515 dated 15th May 2015.

This will comprise of One (1) x Rheem Tankpak Series 2 model TPE10NBD/2430 (or similar) external gas fired water heater and all inter-connecting pipe work and valving associated with the Serviced Hot water plant.

Item 6: **SPECIFIED TEMPERATURE (Clause 1.1)**

Metering at 65 degrees

The thermostat/s on the water heater/s will be set at 65 degrees Celsius. All tempering of hot water is to be completed following the individual apartment's hot water meter.

Item 7: **HOT WATER METER & METERING SYSTEM SPECIFICATIONS (Clause 1.1)**

Origin will supply the equipment listed below, as detailed in Section 8.C & 8.D of the Proposal Ref: mftalla150515 dated 15th May 2015.

A. Hot Water Meters

One only master water meter (for plant efficiency purposes only) will be supplied and installed by ORIGIN in the SHW plant room. In addition, ORIGIN will supply-only One Hundred & Twenty-eight (128) x remotely-read hot water meters to be installed by the Developer's contractor for each area supplied with Serviced Hot Water.

Please note: It is the Developers' responsibility to comply with any & all requirements of the local water authority in relation to the metering of the cold water supply to the water heaters.

Serviced Hot Water will be billed directly to the apartment occupiers based upon the actual volumes of hot water used and the relevant tariffs which are subject to change from time to time. Common areas supplied with hot water, such as toilets or gym facilities, will be billed directly to the Body Corporate.

B. Remote Water Metering

ORIGIN will supply One (1) only Master meter data logger unit (Master Unit) & Nineteen (19) Slave data logger units (Slave Unit) (for installation by the Developer's contractor) to facilitate remote water metering. Each data logger can service up to twelve (12) individual hot water meters.

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Item 8: VALUATION OF WATER HEATING SYSTEM (Clauses 14.3(a), 14.6(b) and 22.4)

For the purposes of clauses 14.3(a), 14.6(b) and 22.4, the value of the Water Heating System (not including the Remote Electronic System) is calculated as follows:

Number of years after the Date of Installation that this Agreement is terminated or expires.	Value of Water Heating System (excluding Remote Electronic System)
Up to 5	Installation Value
between 5 and 6	90% of Installation Value
between 6 and 7	75% of Installation Value
between 7 and 8	60% of Installation Value
between 8 and 9	45% of Installation Value
between 9 and 10	30% of Installation Value
Year 10 (or after)	The greater of:- (a) valuation by an independent accredited valuer; and (b) the amount expended by Origin during the previous 12 months on installation of new or replacement equipment.

'Installation Value' is the amount of **$88,845.90** (inclusive of GST) at the current rate of 10% (Should the current rate of GST change, the inclusive amount will need to be recalculated based on GST exclusive amount of $80,769.00) which is the value of the Water Heating System (not including the Remote Electronic System), less any portion paid for by the Developer, at the Date of Installation.

Item 9: COOKER GAS (Recital D and clause 2.1)

Origin will not sell Cooker Gas to Customers in the Premises.

Item 10: LPG CYLINDER SPECIFICATIONS (Clause 2.1)

Cylinder to conform to AS 1596 LPG - Not applicable.

Item 11: WORK TO BE CARRIED OUT BY PREMISES PARTY (Clause 2.3)

The Premises Party will be responsible for the items listed below, as detailed in Section 9 of the Proposal Ref: mftalla150515 dated 15th May 2015.

A. General

1. Provision of adequate space for the SHW plant. As such, ORIGIN requires a clear unconstricted space, preferably either with an external wall or on the roof top to facilitate ventilation, as follows:
   - Dimensions: Minimum unrestricted area of 5350mm x 1800mm. Refer to Appendix A.
   - Proposed Location: Externally on the roof.
2. Where the SHW plant is covered by a roof structure, each boiler must be flued either by natural fluing or power fluing in compliance with *AS5601*. The fluing required is:
   - Flue Type: Integral.
3. Provide a removal / replacement route, suitable for the dimensions of the hot water plant, via either the building lift system (for roof top high rise plant) or stairwells (for low rise or basement plant).
4. Provide a suitable location for the master network gas meter to be permanently sited as follows:
   - External to the building structure and readily accessible by authorised services;
   - Within the property boundary by not more than 1 - 2 metres; and,
   - Compliant with all relevant requirements of *AS5601* (including ventilation, accessibility, hazard protection, etc).

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5. Liaise with ORIGIN for the supply and installation of an additional Network Meter & Regulator and supply from the gas mains. This will be required to service Retail/Commercial tenancies, Pool/Spa heating, etc.

6. **Please Note:** The Developer remains solely responsible for:
   - *Compliance Review:* Reviewing this entire document and ensuring that the "Technical Assumptions" and the "ORIGIN Responsibilities" nominated herein fully comply with the project requirements prior to signing the Agreement[1];
   - *Return of Agreement:* Completion and return of the Agreement and Business Connection documents in the manner outlined in "Proposal Acceptance" of the Proposal;
   - *Hydraulic Infrastructure:* Selection, supply and installation of hot water reticulation pump/s and all flow and return pipe work and pipe insulation for the purpose of efficiently delivering hot water throughout the building/s such that thermal losses are permanently minimised;
   - *Information Transfer:* Providing all relevant information, including contractual requirements, specifications, inclusions and exclusions, directly to the Developer's staff and/or sub-contractors;
   - *Marketing Disclosure:* Providing full disclosure of the Serviced Hot Water arrangements to potential apartment purchasers in the relevant marketing materials including the related operating estimations; and for,
   - *Return of Documents at Completion:* Ensure the completion and return to ORIGIN of the following documents as a matter of priority:
     - Compliance Certificate for the natural gas reticulation system/s; and,
     - Original copy of the Agreement signed and sealed by the Body Corporate.

B. Main Contractor / Builder

1. All building works relating to the plant area are to be detailed on an ORIGIN drawing. For example, this may include roof and wall openings, louvres, drain points, adequate door clearances, etc.

2. Access to isolate/read gas meters and service/repair plant must be provided 24-hours a day. This is to be achieved by installing ORIGIN mastered locks to plant rooms plus at least one building entrance door. Alternatively, a "lock box" fitted with an ORIGIN master-keyed padlock and containing the required building access keys could be mounted at any suitable entrance.

3. To ensure ORIGIN personnel and its nominated contractors are given free access to the site and assistance with cranage to locate our plant in each area.

4. Provide any and all building penetrations required for the installation of the water heating equipment.

C. Hydraulic Consultant / Plumbing Contractor / Gas Fitter

Hot & Cold Water Pipe work

1. Installation of all hot water flow and return piping, including the building recirculation pumps, ensuring that the **entirety** of the pipe work is:
   - Fabricated from either Type B copper or Polypropylene type materials;
   - Insulated and tightly air-sealed with a minimum thickness of 20mm Thermotec® pipe insulation (R0.6 thermal resistance) or direct equivalent; and,
   - Sized correctly for hot water flow rates.
   - All pipe work to be installed in accordance with *AS3500*.

2. Where stipulated for external plant rooms, include metal cladding for all insulated pipe work within the plant area.

3. Provision of cold water supply to the SHW plant room/s, and that is pressure limited to a maximum of 500kPa. Alternatively, cold water pressure boosting may need to be provided where the SHW plant is on the same level as the building's storage water tank.

4. If applicable, supply and installation of individual 50°C hot water tempering valves throughout the complex.

5. Make final connections to all equipment and pipe work provided by ORIGIN.

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Hot Water Meters

6. Individual hot water meters are each to be installed as follows:
   - ORIGIN to approve a mock up of meter arrangement prior to installation;
   - Each meter is to be sited in a location that provides ample space and access for maintenance and/or replacement of the meter;
   - Each meter is to have a shut-off valve supplied and installed upstream of it by the plumber; and,
   - The plumber is to verify each meter's serial number with the ORIGIN technician during commissioning.

Natural Gas Reticulation

7. All internal gas pipe reticulation from the master Network Gas Meter on the property boundary to each of the sub-meters is to be supplied, installed and tested in accordance with *AS5601* at a maximum supply pressure of 3kPa.

8. **Important:** The *Queensland Petroleum & Gas (Production and Safety) Regulations 2004* requires the installer to complete a Compliance Certificate for each gas system (the Network Meter and each Sub-meter) and to provide copies of these certificates to ORIGIN within 30 days of completion.

D. Electrical Consultant / Electrical Contractor

1. To supply the required single-phase and/or three-phase electrical connections (weatherproofed to IP56 if external) to all equipment including each hot water unit, Modem for remote readings and power flue fan (if required).

2. Where remote hot water metering is selected, the Electrical Contractor shall complete all installation requirements strictly as outlined in the *"SmartNet Installation Guide"* provided by ORIGIN, including:
   - Supply, installation and final connection of all data cables required for the Smartnet installation. Data cable shall be CAT5 UTP Solid Core type only.
   - One Master data logger unit will be supplied by ORIGIN for every twenty-nine (29) data logger units. Each Master unit must be installed in a weatherproof location and provided with a dedicated and secure GPO. Further, each Master unit must be located at or near the highest level of the building and 500mm clearance provided above the enclosure to allow for fitting of the GSM-service antennae.
   - The remaining slave data loggers are then installed in convenient locations throughout the building -- each unit servicing up to twelve (12) hot water meters. (nb. Data loggers are sometimes also referred to as 'PIMs').
   - Install and make final connections of all data cable, including:
     - Connection of all data logger units together in a 'daisy-chain' configuration; and,
     - Connection of each individual hot water meter to the local data logger unit (up to 12 water meters per data logger).
   - **Please Note the Following:**
     - It is essential that the Developer ensure his Electrical Contractor is directly provided, and complies with, the *"SmartNet Installation Guide"*; and,
     - For the convenience of both the Developer and electrical contractor, the quantities of data loggers and hot water meters to be provided are outlined in "Item 7 (above).

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Document A11
Proposed Qld Fire and Rescue Services Agreement

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QUEENSLAND GOVERNMENT

Queensland Fire & Emergency Service

Premises Owner Name:				
ACN or ABN:				**FCA:**
Premises Owner Registered Address:	Street Number:		Street Name:	
	Suburb:		Post Code:	
Premises Name (if any):				
Premises Address:	Street Number:		Street Name:	
	Suburb:		Post Code:	
Real Property Description	Lot and Plan Number		OR	Title Reference:

Alarm Management Agreement between the Premises Owner AND:
The State of Queensland acting through **Public Safety Business Agency (Queensland Fire and Emergency Service)** [ABN: 93 035 163 778]

Executed as an Agreement

On behalf of the 'Premises Owner'

SIGNED by: _____ Dated: / /
Signature

Full Name of Signatory (Please Print in Block Letters) _____

Position of Signatory (Premises Owner/Director/Trustee)* _____

Contact phone number of Signatory _____

By signing this form the signatory confirms that they are authorised to sign this Agreement on behalf of the Premises Owner.

*Where the Premises Owner is a company the signatory is to be a duly authorised director of the Company. Where the Premises Owner is a Trust, the signatory is to be the Trustee/s of the Trust and a copy of the relevant Trust Deed is to be attached to this Agreement. If the Company (or corporate Trustee) has more than one director, all directors must be signatories.

External Alarm Installation Contractors engaged by the Premises Owner to install the Monitored Equipment or ASE are not authorised to sign this form.

Privacy Notice: The personal information you provide will only be used for the purpose of executing this agreement. It will only be disclosed to authorised persons or where disclosure is required to fulfil statutory, administrative or other public responsibilities.

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On behalf of the State of Queensland acting through **Public Safety Business Agency** (Queensland Fire and Emergency Service)

SIGNED by: ..... Dated: / /
Signature

Full Name of Signatory .....

Position of Signatory .....

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1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Agreement:

'**Act**' means the Fire and Emergency Service Act 1990;

'**Agreement**' means this Agreement and includes any schedules and attachments to this Agreement;

'**Alarm Activation**' means the alarm signal is transmitted by a single ASE device connected to FireNet irrespective of the location of the Monitored Equipment, its' panels and sensors;

'**Alarm Management Plan**' means a plan developed by the Premises Owner and the QFES that in the event of technical failure of the Monitored Equipment which prescribes the method and timeline for the Monitored Equipment to be repaired and recommissioned; and the procedures to protect occupants;

'**Alarm Status**' means the Monitored Equipment has detected any of the following:

i. An alarm requiring a response by the QFES;
ii. A fault and the Monitored Equipment is not capable of operating as designed and installed;
iii. A normal system status;
iv. An isolated system and/or zone, actioned by the Premises Owner, which temporarily ceases transmitting alarm monitoring signals;
v. A tamper alert; or
vi. An alarm testing signal actioned by the Premises Owner;

'**Application of Transfer Form**' means the QFES Form OM 030;

'**Application for Disconnection**' means the QFES Form OM 031;

'**AS**' means Australian Standards published by Standards Australia, as amended from time to time;

'**ASE**' means the Alarm Signalling Equipment connected to the Monitored Equipment that signals to FireNET a change in Alarm Status;

'**BCA**' means the Building Code of Australia as amended from time to time;

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'**Commissioner**' means the QFES Commissioner and his or her delegate;

'**Commencement Date**' means either (i) the date when the ASE is installed, tested successfully and commissioned to FireNET; or (ii) the date which this agreement is executed; whichever is the earlier;

'**Connection Charge**' is the fee specified in Schedule 1 varied as notified by the QFES from time to time;

'**Data Link**' means a telecommunication line or other non-standard communication method available such as a Mobile Telephony Link or Ethernet;

'**Disconnection Approval Date**' means the date that the Commissioner approves an Application for Disconnection from FireNET in accordance with Clause 8 of this Agreement;

'**Equipment**' means ASE device, internal antennae, PSTN line, Next G Data Path, limited consumables, End of Line Resistors and Ethernet (where applicable);

'**Expiry Date**' means 08 July 2017;

'**FCA**' means FireCom Alarm which is a unique numerical identifier used in reference to ASE/s at a Premises;

'**FireNET**' means the QFES Alarm Infrastructure designed to transmit and receive signals of changes in Alarm Activation State from the Monitored Equipment installed at Protected Premises;

'**Full Isolate**' means that any Alarm Status registered at FireNET will not result in an automatic response by the QFES;

'**Keys**' means all keys, swipe cards, security codes/passwords and any other item or information required to enable entry to all parts of the Protected Premises;

'**Mobile Telephony Link**' means a connection to FireNET utilising mobile communication technologies, to provide a communication path through the use of a carrier service provider's mobile network;

'**Monitored Equipment**' means the controlling and ancillary alarm transmission equipment installed at a Protected Premises in accordance with the AS or any relevant successor standard;

'**PSTN**' means Public Switching Telephone Network;

'**Premises Owner**' means the registered proprietor of the Protected Premises being connected to FireNET;

'**Party**' means the Premises Owner or the QFES;

'**Protected Premises**' means a building or part of a building that is:

i. Fitted with one or more ASE; and
ii. Physically separate from other buildings at a given location (provided that, in determining whether or not a building is physically separate, common walls, walk ways and service tunnels shall be ignored);

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'**QFES**' means the Queensland Fire and Emergency Service;

'**QFES Contractors**' means persons contracted by the QFES to provide products and /or services under this Agreement;

'**Request for Lodgement of Keys**' is the QFES Premises Visit, Contact Details, Key Lodgement Form OM 029;

'**Schedule 1**' means the fee schedule supplied by the QFES varied or substituted from time to time;

'**Specifications**' means the minimum functions required of an ASE set out in the AS and the relevant Acts, Codes and Regulations;

'**Term**' means the period from the Commencement Date to the date that this Agreement terminates or expires in accordance with clause 2; and

'**Unwanted Alarm**' means the activation of a fire alarm system where, after investigation by the QFES, it is deemed the condition or situation would not have resulted in any danger to the Premises and/or occupants from fire.

1.2 Interpretation

In this Agreement:

(a) A reference to any specified provision of this Agreement shall be construed as a reference to that provision as amended, varied or substituted from time to time;

(b) Words importing the singular shall include the plural and vice versa; words importing a gender shall include each other gender; a reference to a person shall include a reference to an individual, firm, body corporate, association, government or governmental or local authority;

(c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and

(d) The headings have been inserted for convenience only and do not affect interpretation.

2 TERM

2.1 Term

(a) This Agreement commences on the Commencement Date and continues in force until the earlier of:

i. The Expiry Date (at which time the Premises Owner is to enter into a new Agreement should they still Own the Protected Premises to which this Agreement relates); or

ii. The Commissioner approves an Application for Disconnection in accordance with Clause 8; or

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iii. The Premises Owner ceases to be the owner of the Protected Premises and lodges a completed Application for Transfer Form with QFES signed by both the Premises Owner and the incoming Premises Owner (subject to the terms of Clause 9 below); or

iv. The Agreement is terminated by the QFES on three (3) months written notice; or

v. The Agreement is terminated by the QFES in accordance with Clause 10.

3 EQUIPMENT

3.1 Equipment provided by the QFES

(a) The QFES will ensure that the Equipment is installed and maintained (maintenance is limited to warranty services) at QFES' cost. The Premises Owner acknowledges that the QFES may use the QFES Contractors to provide products and services under this Agreement, including all Installation and maintenance (warranty services).

(b) The QFES remains the owner of the Equipment at all times.

(c) The Premises Owner acknowledges and agrees that any service calls that are not covered by warranty are payable by the Premises Owner and QFES will invoice the Premises Owner accordingly.

(d) In the event that the Equipment installed at the Protected Premises (including any ASE) is damaged (except where such damage is caused by the acts or omissions of the QFES or QFES Contractors), the Premises Owner will be liable for any cost incurred by the QFES for the repair or replacement of the damaged Equipment.

(e) Contractors who work on the Equipment must be authorised QFES Contractors otherwise all warranties associated with the Equipment may be voided.

3.2 Communication Services

(a) The QFES will use reasonable endeavours to provide a Data Link that shall serve as a telemetry link to FireNET. The PSTN service will connect between the Premises' telephony Point of Connection and FireNET only.

(b) The Premises Owner agrees that:
(i) the cabling required between the Point of Connection and the Monitored Equipment remains the responsibility of the Premises Owner; and
(ii) it must provide all required cabling in compliance with AS from the Point of Connection to the Monitored Equipment.

(c) The Premises Owner acknowledges that the QFES will use reasonable endeavours to ensure the PSTN service referred to in clause 3.2(a) is maintained by a QFES Contractor.

(d) The Premises Owner acknowledges that QFES will use reasonable endeavours to ensure the Mobile Telephony Link is provided and agrees that the QFES is not liable for any outages to the Mobile Telephony Link.

3.3 Premises Owner's equipment

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(a) The Premises Owner must, at its own cost, acquire and maintain its own Monitored Equipment, fire detection system, communications equipment and all required hardware and software in good working order in accordance with the provisions of the BCA and all relevant AS, Codes, Acts and Regulations.

(b) The Premises Owner may, at the sole and absolute discretion of QFES and at the Premises Owner's cost, be required to install additional equipment or provide any necessary infrastructure required for the commissioning of an ASE device.

(c) The Premises Owner must ensure that the Monitored Equipment complies with all applicable laws, regulations, codes and standards and/or fire engineered solutions, and all requirements of a relevant local government authority.

(d) Where the QFES becomes aware of a fault in the Monitored Equipment, the QFES may advise the Premises Owner, any emergency contact persons (including the Premises Owner's alarm contractor), of the existence of a fault in the Monitored Equipment at the Protected Premises. The Premises Owner will bear the onus to have the Monitored Equipment maintained and/or repaired at the Premises Owner's expense.

3.4 Severe Weather

(a) In the event of severe weather occurrences (limited to flooding or cyclone) causing irreparable damage to the ASE such that the device needs to be replaced, the QFES will at its sole and absolute discretion replace its Equipment as referred to in clause 3.1 at its own cost.

(b) For the avoidance of doubt, replacement or repairs to the Premises Owner's cabling and related equipment as referred to in clause 3.2(b) to which damage is caused by the above weather occurrences will be at the Premises Owner's cost

4 ACCESS TO PROTECTED PREMISES

(a) The Premises Owner grants to the QFES and the QFES Contractors a licence (for the duration of the Term) to enter the Protected Premises for purposes associated with this Agreement.

(b) The Premises Owner must provide the QFES with the Keys and a completed and signed Request for Lodgement of Keys prior to the alarm being connected.

(c) The Premises Owner will contact the station nominated by the QFES to arrange a mutually convenient time for the handover of the Keys, to be conducted at the Protected Premises.

(d) In the event of conditions of access to a Protected Premises changing (e.g. locks or security codes for entry changing), the Premises Owner must immediately notify the QFES of the change and provide alternative Keys to the Protected Premises and a new Request for Lodgement of Keys.

(e) The Premises Owner acknowledges that the QFES is not liable for any damage caused to a Protected Premises as a result of reasonable actions taken by the QFES to gain entry to a Protected Premises, whether or not having access to current Keys, where it is deemed by the Commissioner that a necessary action is required to protect the safety of the Protected Premises and its occupants

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(including in the event of an Alarm Activation), except where such entry is negligent or a wilful act or omission on the part of the QFES.

(f) Where the owner does not agree to provide QFES with the Keys and does not submit a completed Request for Lodgement of Keys and does not handover the Keys, the Premises Owner:

i. acknowledges that QFES strongly recommends that the Premises Owner provide the responding Fire Station with all Keys as may be required to enable access to the Protected Premises;
ii. agrees that, despite clause 4 (f) (i), where the Premises Owner will not provide Keys to the Protected Premises, the QFES may, where required, force entry to the Protected Premises to respond to an Alarm Activation pursuant to the Act; and
iii. the Premises Owner indemnifies and releases the QFES and its Officers, Servants and Agents from and against all actions which may be brought or made against any of them by any person, including the Premises Owner, arising from the QFES attending an Alarm Activation at the Protected Premises, including any loss or damage caused due to the QFES having to force entry to the Protected Premises in accordance with clause 4(f)(ii).

5 ALARM MONITORING

(a) In the event of an Alarm Activation, where the Monitoring Centre has not been advised of an alarm test or fault or that the ASE has been taken into Full Isolate or where a fault is signalled:

i. The QFES will, where appropriate, despatch emergency fire crew(s) to attend to the Protected Premises;
ii. The Premises Owner acknowledges that once an emergency fire crew has been dispatched in accordance with Clause 5 (a) (i) above, it cannot be cancelled and/or stopped from attending to the Protected Premises;
iii. The Premises Owner agrees that it will not, nor will its employees, agents or contractors, reset or isolate the Monitored Equipment or ASE prior to the arrival at the Protected Premises and investigation by the QFES;
iv. The Premises Owner acknowledges that failure to comply with clause 5(a)(iii) may constitute an offence under section 150A of the Act; and
v. The Premises Owner will be liable for any charges imposed by the QFES for attendance at unwanted alarms in accordance with section 128H(2) of the Act.

(b) In the event no obvious cause for the Alarm Activation can be identified and where an Agreed Safety Plan has not been submitted and authorised:

i. The QFES may temporarily isolate the Monitored Equipment;
ii. The Premises Owner will have a service technician inspect the Monitored Equipment:

A. Within four (4) hours for an accommodation Premises; or
B. Within twenty-four (24) hours for other building types;

and will advise the QFES when the Monitored Equipment has been returned to normal status; and

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iii. The Premises Owner will promptly take all necessary action to correct all faults in the Monitored Equipment and associated equipment so as to prevent the reoccurrence of the fault/s.

(c) The QFES will not be liable for any losses or damage caused as a result of the isolation of the Monitored Equipment or isolated zone within the Monitored Equipment except where such loss or damage is the result of a negligent or a wilful act or omission on the part of the QFES.

(d) Full Isolate

i. The Premises Owner acknowledges that the intended purpose of Alarm Monitoring is to provide notification to QFES of an Alarm Status; and that the prescription of Alarm Monitoring is pursuant to the building legislation applicable at the time of the construction of the premises. The Premises Owner further acknowledges that a Full Isolate condition will negate Alarm Monitoring by QFES and means that the prescribed service is not being supplied as required. Accordingly, the Premises Owner acknowledges that they are required to advise QFES if a Full Isolate condition will occur for a period of more than twelve (12) hours.

ii. The Premises Owner acknowledges that, if in the sole opinion of the Commissioner, additional measures are required to be taken to ensure the safety of the premises and its occupants, then the Premises Owner bears the onus to see to the implementation of these measures at the cost of the Premises Owner. Such measures are to be implemented within a timeframe to be agreed by the Commissioner.

iii. The Premises Owner acknowledges that Full Isolation without first seeking approval from the QFES may result in a breach of section 104D of the Act.

6 FEES

(a) The Premises Owner will pay to the QFES the fees and charges prescribed or fixed pursuant to section 128C of the Act for the identified services, by a payment method accepted by the QFES.

(b) All fees are due and payable fourteen (14) days from the date an invoice is issued by the QFES.

(c) Where the fees and charges referred to in section 6(a) change, the QFES must give notice in writing to the Premises Owner of any such change.

(d) A breach of clause 6(c) does not invalidate a change in the fees or charges payable under this Agreement.

(e) Amounts owed under this Agreement as at the date of any termination or assignment of this Agreement remain payable in full by the Premises Owner named in this Agreement.

7 RETURN OF EQUIPMENT

(a) Upon approved disconnection from FireNET pursuant to Clause 8 of this Agreement, the Premises Owner must ensure all Equipment is returned to the QFES in good working order, fair wear and tear excepted.

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(b) The Premises Owner agrees that it will be liable for the cost of any Equipment which is not returned or where returned is not in good working order, fair wear and tear excepted.

8 DISCONNECTION FROM FIRENET

(a) If a Premises Owner no longer requires the monitoring of the Monitored Equipment at the Protected Premises, the Premises Owner:

i. May, at the sole and absolute discretion of the QFES, be required to engage (at the Premises Owner's cost) a qualified building certifier to assess the request to disconnect the monitored alarm and compliance with the BCA; and

ii. Must lodge a completed Application for Disconnection with the QFES and remit the specified fee.

(b) If, in the sole opinion of the Commissioner, an Application for Disconnection fails to comply with the requirements of the BCA, all relevant AS and fire engineered solutions that require the Protected Premises to have a monitored fire alarm, the QFES may object to an Application to Disconnect and refer the matter to the relevant statutory authority.

(c) Until the Commissioner approves an Application for Disconnection or this Agreement otherwise terminates, the Premises Owner must comply with the terms of this Agreement (including the payment of all fees and charges in relation to the connection and monitoring of the Protected Premises).

(d) Upon approval from the Commissioner, the Premises Owner must arrange for an appropriate Contractor to remove all Equipment from the Protected Premises. In the event the Premises Owner wishes to engage a QFES contractor to undertake these works, this will be at the Premises Owner's expense as per schedule 1. Additionally, The Premises Owner must allow the QFES or the QFES Contractor access to the Protected Premises to remove all Equipment.

9 TRANSFER OF PREMISES OWNERSHIP

(a) If the ownership of the Protected Premises changes, the Premises Owner must provide the QFES with a completed Application for Transfer Form within 28 days from the date of transfer of ownership of the Protected Premises and ensure QFES has received the specified fee.

(b) The Application for Transfer Form must be signed by both the Premises Owner and the new Premises Owner.

(c) The QFES will not refund any fees paid in advance by the Premises Owner under this Agreement and the Premises Owner remains liable under this Agreement until such time as the Application of Transfer Form is approved by the QFES and all monies payable under this agreement by the Premises Owner have been paid in full.

(d) This Agreement may not be assigned except in accordance with clause 9(a).

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(e) The Premises Owner acknowledges that it remains liable for all fees and other amounts payable under this agreement (including charges for Unwanted Alarms occurring after the Transfer of the ownership of the Protected Premises') if it fails to comply with clause 9 (a) in the event of a change of ownership of the Protected Premises.

(f) Clause 9(g) and 9(h) only applies if:

i. The Protected Premises is yet to be constructed or is in the process of being constructed; and
ii. The Premises Owner intends or has contracted to sell the Protected Premises upon completion of construction.

(g) The Premises Owner must:

i. On or before execution of this Agreement, provide the QFES with the proposed date for completion of construction of the Protected Premises ("Construction Completion Date");
ii. Notify the QFES within seven (7) days of any change to the Construction Completion Date; and
iii. Except where the Protected Premises will be subject to a community titles scheme (in which case clause 9(h) applies), provide the QFES with the details (including name, address, phone number and name of representing agent (if any)) of the buyer of the Protected Premises within seven (7) days of the date of this Agreement or the date that the Premises Owner enters into a contract to sell the Protected Premises (whichever is the later).

(h) Where the Protected Premises will be subject to a Community Titles Scheme (CTS) or Building Unit Plan (BUP), the Premises Owner must in addition to the requirements of clause 9(g):

i. Within seven (7) days of the body corporate of the CTS or BUP being formed, provide the QFES with the name and contact details of the body corporate, including details of any manager or agent proposed to be appointed by the body corporate to act on its behalf in relation to this Agreement; and
ii. Cause the body corporate of the CTS or BUP to approve the assignment of this Agreement and to sign (or to authorise its agent to sign) the Application for Transfer form at the first meeting of the body corporate such that the Body Corporate is bound by the terms of this Agreement.

10 DEFAULT TERMINATION

(a) Without limitation, the Premises Owner shall be in default of this Agreement if:

i. It fails to pay any moneys payable by it under the Agreement within 30 days of the due date for payment; or
ii. It is in default in performing any other obligation under the Agreement, and does not remedy that default within seven (7) days of being required to do so by notice in writing given to it by the QFES.

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(b) Where the Premises Owner is in default of this Agreement under Clause 10(a) or otherwise, the QFES may terminate this Agreement on seven (7) days written notice to the Premises Owner.

(c) If this Agreement is terminated the Protected Premises will be deemed to be unmonitored and the QFES may, without prejudice to any other rights or remedies of the QFES, seek an injunction under section 104R of the Act to prevent occupation of the building as prescribed by the BCA.

(d) Notwithstanding the termination of the Agreement in accordance with Clause 10 (b), the Premises Owner remains liable for any and all monies due and payable under this Agreement together with any legal and/or associated costs incurred by the QFES in the recovery of the monies payable by the Premises Owner.

11 GUARANTEE AND INDEMNITY

Where the Premises Owner is a company or a trustee of a trust, the Guarantee and Indemnity form at Annexure A is to be completed and signed by the directors of the company and/or the trustee/s of the trust as the case may be. For clarity, where the Premises Owner is a corporate trustee of a trust, the directors of the corporate trustee must complete and sign the form referred to above.

12 INFORMATION

The Premises Owner must notify the QFES of any changes to any information contained in the Agreement within seven (7) days of becoming aware of any such changes.

13 NO WAIVER

No failure to exercise and no delay in exercising, any right, power or remedy under the Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other power, right or remedy by the QFES.

14 SEVERANCE

Any provision of the Agreement, which is prohibited or unenforceable in any jurisdiction, will be severed from the Agreement and as such ineffective in that jurisdiction to the extent of the prohibition or unenforceability. Such severance will not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

15 ENTIRE AGREEMENT

The Agreement contains all of the contractual arrangements of the parties regarding the transactions to which it relates. It supersedes all earlier communications, negotiations, arrangements, conduct and Agreements, whether oral or written, by and between the parties in connection with those transactions.

16 AMENDMENT

The QFES reserves the right to amend the terms and conditions contained in this Agreement from time to time and will provide 28 days prior notice in writing, via email

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or post. The Premises Owner acknowledges QFES' right to alter the Agreement and further acknowledges that updated editions will supersede the current Agreement.

17 GOVERNING LAW

The Agreement is governed by the laws of the State of Queensland. The Parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.

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QUEENSLAND FIRE AND EMERGENCY SERVICES
SCHEDULE OF CHARGES
CURRENT FROM: 01 JULY 2014 TO 30 JUNE 2015

Queensland Government
Public Safety Business Agency

ALARM MONITORING CHARGES	$	GST	TOTAL
ALARM MANAGEMENT CHARGE Charged for each connection as of 1 July each year. Paid in advance.	$2,721.00	$272.10	$2,993.10
MULTIPLE ALARM CHARGE Charged for each additional connection at the same gazetted address. Paid in advance.	$2,129.45	$212.90	$2,342.35
SUB-PANEL CHARGE Charged for each sub-premise/sub-panel at the one premise. Paid in advance.	$709.75	$70.95	$780.70
MONTHLY ALARM MONITORING PRO-RATA CHARGES	**$**	**GST**	**TOTAL**
MONTHLY ALARM MANAGEMENT CHARGE * Alarm connected mid-year will be charged at pro-rata rate from date of connection.	$226.65	$22.65	$249.30
MONTHLY MULTIPLE ALARM CHARGE * Multiple alarm connected mid-year will be charged at pro-rata rate from date of connection.	$177.35	$17.70	$195.05
MONTHLY SUB-PANEL CHARGE * Sub-premise/sub-panel connected mid-year will be charged at pro-rata rate from date of connection.	$59.05	$5.90	$64.95
CONNECTION, DISCONNECTION AND TRANSFER CHARGES * These charges are non-refundable	**$**	**GST**	**TOTAL**
FIRE ALARM CONNECTION CHARGE * To be paid with an application for the connection of fire alarm system.	$320.05	$32.00	$352.05
FIRE ALARM DISCONNECTION CHARGE * To be paid with an application for the disconnection of a fire alarm system.	$320.05	$32.00	$352.05
FIRE ALARM TRANSFER CHARGE * Paid when an alarm monitoring service is transferred from an existing premise owner/tenant to a new premise owner.	$320.05	$32.00	$352.05
FIRE ALARM CONSOLIDATION CHARGE * To be paid with an application to consolidate or alter alarm monitoring solution.	$320.05	$32.00	$352.05
UNWANTED ALARM RESPONSE CHARGES *Unwanted Alarms are classed as an emergency response and are GST exempt.	**$**	**GST**	**TOTAL**
1ST unwanted alarm response within any continuous 60 day period*	No Charge	$0.00	No Charge
2nd and subsequent unwanted alarm response(s) within any continuous 60 day period *(or 1ST and subsequent unwanted alarm response to a fire alarm system monitored by a provider other than the QFES)*	$1,131.20 per alarm	$0.00	$1,131.20 per alarm
QFES CONTRACTOR SERVICE CALL OUT CHARGES *Charged for non-warranty issues	**$**	**GST**	**TOTAL**
SERVICE CALL OUT CHARGE * Covers the first 30 mins of labour then $101.07 per hour thereafter.	$159.65	$15.97	$175.62
AFTER HOURS SERVICE CALL OUT CHARGE * Covers the first hour of labour then $152.96 per hour thereafter.	$391.40	$39.14	$430.54
ALARM EQUIPMENT	**$**	**GST**	**TOTAL**
ALARM SIGNALLING EQUIPMENT (ASE)	$859.58	$85.96	$945.54
FIP TERMINATING UNIT (END OF LINE RESISTOR PACK)	$39.45	$3.95	$43.40
LARGE ANTENNA	$118.92	$11.89	$130.81
SMALL ANTENNA	$49.82	$4.98	$54.80
BRACKET FOR ANTENNA	$9.57	$0.96	$10.53
POWER SUPPLY	$441.03	$44.10	$485.13
BATTERY	$39.33	$3.93	$43.26

PLEASE NOTE:
- Fees may be increased on an annual basis at the beginning of each financial year, or as deemed necessary.
- The premises owner will be liable for outstanding invoices for monitoring, unwanted alarm activations and service call out charges.
- All outstanding invoices are required to be paid before disconnection of an alarm.
- The fire alarm disconnection charge incorporates one hour of time (including travel time) for QFES personnel to assess your application. Any time greater than one hour will be billed at quarterly-hour intervals.
- QFES interpretation of non-warranty includes: vandalism, malicious damage, lightning strikes, flooding and third party interference.
- QFES contractor service call out charges may include additional equipment, travel, meal and accommodation charges. For further details, please contact AARM.

For further information, please contact:
Alarm and Accounts Receivable Management
***for* Queensland Fire and Emergency Services**
Phone: 1800 449 992
Fax: 07 3624 7901
Email: AARM.Accounts@psba.qld.gov.au

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Document A12
Proposed Master Developer Agreement (New Developments) with NBN Co Limited

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MASTER DEVELOPER AGREEMENT (NEW DEVELOPMENTS)

PART B: GENERAL CONDITIONS

Parties **NBN Co Limited ABN 86 136 533 741 (NBN Co)**

The person(s) identified in the "Company" field of the Agreement Particulars (Developer)

Background

A. The Developer proposes to develop the Development.

B. The Developer and NBN Co have agreed to enter into this Agreement so that, subject to the terms of this Agreement, the Works and the Network Infrastructure installed in each Stage of the Development will form part of the national broadband network.

Operative provisions

Capitalised terms used in this Agreement have the meanings set out in clause 31.

1. Key obligations

1.1 **Developer's key obligations**

The Developer must, at its own cost:

(a) carry out the Developer's Activities;

(b) provide NBN Co and any Supplier with safe and timely access to the Site; and

(c) upon Practical Completion of each Stage of the Development:

(i) where the Works comprise Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works), transfer ownership of the Pit and Pipe Works in the relevant Stage to NBN Co; and

(ii) where the Works comprise Pathway Works and/or Horizontal MDU Pit and Pipe Works, grant a licence to NBN Co to use the Pathway Works and the Horizontal MDU Pit and Pipe Works (as applicable) in the relevant Stage,

in accordance with the terms of this Agreement.

1.2 **NBN Co's key obligations**

(a) NBN Co must procure the design and installation of the Network Infrastructure in each Stage.

(b) NBN Co's obligations in this clause 1.2 are in consideration of, and conditional upon, the Developer carrying out (or procuring the carrying out of) the Developer's Activities for each Stage and paying the NBN Co Charges, in accordance with the terms of this Agreement.

1.3 **No other agreement for network Infrastructure**

(a) The parties acknowledge that while this Agreement is non exclusive, NBN Co will not supply Network Infrastructure where the Developer installs or procures the installation of infrastructure similar in nature to the Network Infrastructure in a Stage.

(b) The Developer:

(i) warrants and represents that it has not entered into any other agreements with other providers for the delivery of any infrastructure similar in nature to the Network Infrastructure for internet and telephone services to the Development; and

(ii) covenants and agrees to neither install, nor procure (through a provider other than NBN Co) the installation of, infrastructure similar in nature to the Network Infrastructure in any Stage, prior to the issuance of Certificates of Network Installation, and payment of all NBN Co Charges, for that Stage .

(c) The Developer agrees that the scope of the Network Infrastructure is fixed as set out in the "Lots/Units to be served" field of the Agreement Particulars and the Developer has no entitlement to:

(i) omit any part of the Network Infrastructure from the scope of NBN Co's obligations under this Agreement in order to engage an alternative provider to deliver infrastructure similar in nature to the Network Infrastructure in any Stage; or

(ii) allow the installation, by a provider other than NBN Co, of infrastructure similar in nature to the Network Infrastructure, until such time as NBN Co has completed Installation of Network Infrastructure for the total number of Premises set out in the "Lots/Units to be served" field of the Agreement Particulars.

1.4 **NBN Co and the Developer may agree**

The Developer and NBN Co may at any time agree in writing that NBN Co will carry out a specified portion of the Developer's obligations under this Agreement for a fee to be agreed between the parties.

2. Developer's Representative

(a) The Developer has appointed the Developer's Representative to act on behalf of the Developer in respect of this Agreement.

(b) The Developer agrees that any act or omission of the Developer's Representative is an act or omission of the Developer.

3. NBN Co's Representative

(a) NBN Co has appointed NBN Co's Representative to act on behalf of NBN Co in respect of this Agreement.

(b) NBN Co agrees that any act or omission of NBN Co's Representative is an act or omission of NBN Co.

4. Consultation and cooperation

The Developer must (and must ensure that its contractors) liaise and cooperate with NBN Co and any Supplier in relation to:

(a) the design and installation of the Works;

(b) the rectification of Defects; and

(c) the design and installation of the Network Infrastructure.

5. Design of the Works

The Developer must (or procure that its contractor must):

(a) design each Stage of the Development:

(i) having regard to any Reticulation Plan;

(ii) in accordance with the NBN Co Specifications; and

(iii) in accordance with, and in a manner that enables NBN Co to comply with, the conditions of the NBN Co Carrier Licence; and

(b) prepare the Developer Design for each Stage.

6. Application for each Stage of the Development

(a) In respect of each stage, release or tranche of the Development, the Developer may submit to NBN Co an application in the form required by NBN Co, which must contain at a minimum:

(iv) details of the stage, release or tranche of the Development to which the application relates;

(v) the plan of sub division for the Stage (if applicable);

(vi) the number of Premises in the Stage;

(vii) the Construction Program for the Stage;

(viii) a warranty that the Developer has not entered into any other agreements with other providers for the delivery of any infrastructure similar in nature to the Network Infrastructure for internet and telephone services to the Stage; and

(ix) any other documents or information that NBN Co or any Supplier may reasonably require in respect of that Stage.

(b) If the Developer does not submit an application under clause 6(a) in respect of a stage, release or tranche of the Development at least 3 months before the commencement of civil works for that stage, release or tranche of the Development, the Developer will be considered to have committed an act of prevention for the purposes of clause 10.5.

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7. Review of the Developer Design

(a) The Developer must, as soon as practicable, after submitting an application for a Stage of the Development and before any Works are carried out in that Stage, provide NBN Co with:

(i) the Developer Design for that Stage and the most up to date Master Plan for the Development;

(ii) details of the contractor or principal contractor appointed by the Developer to undertake the Works for that Stage; and

(iii) evidence the contractor or principal contractor (and/or its personnel or those of its sub-contractors, as required by NBN Co) holds all accreditations and has completed any training required by NBN Co.

(b) Within 20 Business Days of the later of:

(i) the date of receipt of the Developer Design from the Developer for any Stage; and

(ii) the date this Agreement is executed by the last party to execute this Agreement,

NBN Co or a Supplier may (but is not obliged to):

(iii) review the Developer Design; and

(iv) provide the Developer with any comments and additional requirements that NBN Co or any Supplier may have in relation to the Developer Design for the purposes of installing the Network Infrastructure in that Stage, in which case the Developer must promptly modify the Developer Design to address these comments and additional requirements and resubmit it to NBN Co.

(c) If requested by the Developer or if NBN Co considers it to be reasonably necessary, NBN Co may prepare, modify or complete any aspect of the Developer Design to:

(i) address any comments and additional requirements provided under clause 7(b)(iv);

(ii) rectify errors in as-built Design Documentation; or

(iii) prepare as-built Design Documentation where none has been provided,

and the cost of the work incurred by NBN Co will be a debt due and payable by the Developer to NBN Co.

(d) The Developer must not commence construction of the Works in any Stage for which it has submitted an application in accordance with clause 6 unless and until:

(i) NBN Co or a Supplier has confirmed that it has no further comments on the Developer Design for that Stage; or

(ii) NBN Co or a Supplier has not provided comments on the Developer Design for that Stage (or any resubmitted Developer Design) within 20 Business Days from the later of:

A. receiving it from the Developer; and

B. the date of this Agreement.

(e) NBN Co and any Supplier do not assume or owe any duty of care to the Developer to review, or in reviewing, any Developer Design submitted by the Developer for errors, omissions or compliance with this Agreement.

(f) No review, or failure to review or comment upon, any Developer Design or any other direction by NBN Co or any Supplier in respect of the Developer Design will:

(i) relieve the Developer from, or alter or affect, the Developer's liabilities or responsibilities, whether under this Agreement or otherwise according to Law; or

(ii) prejudice NBN Co's rights against the Developer, whether arising under this Agreement, under any Law, or otherwise.

8. Updates

(a) The Developer must provide to NBN Co, as soon as practicable, any updates to, or any responses to any queries raised by NBN Co or a Supplier in relation to:

(i) the Master Plan (including any changes to the layout or boundary of the Site or any Super Lots);

(ii) the details of any Stages, including:

A. the number of Premises to be constructed in each Stage;

B. the Construction Program for each Stage (including any changes to the Date for Practical Completion, which must be made in good faith); and

C. the Developer Design for any Stage (including amendments to reflect any changes to the number of Premises to be constructed by the Developer in the Stage); and

(iii) any other information or documentation provided by the Developer under this Agreement.

(b) The parties agree that where any updates or responses to any questions raised by NBN Co in respect of the matters listed in clause 8(a) necessitate any amendments to this Agreement, the parties will do all things necessary to amend this Agreement to incorporate these amendments in accordance with clause 28.5.

(c) If the Developer wishes to amend the number of Premises to be constructed in any Stage, NBN Co may, in its absolute discretion, direct that any additional Premises form part of a separate Stage, in which case the Developer must submit a new application for that Stage under clause 6.

9. Access to the Site

(a) The Developer is responsible for arranging all access to land that the Developer or its contractors require for the purpose of constructing the Works.

(b) The Developer must ensure that NBN Co and any Supplier have safe and timely access to the Site, at any time, upon reasonable notice, to:

(i) inspect and monitor compliance of the Developer's Activities and the Works with this Agreement;

(ii) assess Practical Completion; and

(iii) design and install, and carry out any other activity reasonably required for the purposes of installing, the Network Infrastructure (including carrying out Site surveys).

(c) Neither NBN Co or any Supplier are under any obligation to attend the Site to inspect all or any part of the Works in any Stage unless and until the Developer issues a Notice of Practical Completion under clause 10.2(a) in respect of that Stage. If NBN Co or a Supplier agree to attend the Site to inspect all or any part of the Works in any Stage prior to the issue of a Notice of Practical Completion, then the inspection will be an inspection for the purpose of monitoring compliance of the Developer's Activities and the Works with this Agreement and will not be an inspection for the purpose of certifying Practical Completion.

10. Works

10.1 **Developer's obligations**

The Developer:

(a) must construct the Works to industry standards in accordance with the Developer Design, the conditions of the NBN Co Carrier Licence, and the NBN Co Specifications; and

(b) warrants that the Works, as constructed, will be fit for the purposes of installing and housing the Network Infrastructure, as reasonably ascertainable from the NBN Co Specifications, and will enable NBN Co to comply with the conditions of the NBN Co Carrier Licence.

10.2 **Practical Completion**

(a) The Developer must, in respect of each Stage, give to NBN Co a Notice of Practical Completion when it considers that it has achieved Practical Completion of that Stage, together with copies of all as-built documentation in relation to that Stage where the Stage includes SDUs (or when requested to do so by NBN Co where the Stage comprises MDUs only).

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(b) Within 20 Business Days of receipt of a Notice of Practical Completion, NBN Co or any Supplier may inspect the relevant Works and:

(i) issue a certificate of Practical Completion in respect of that Stage; or

(ii) issue a Notice of Conditional Practical Completion which provides details of the works necessary to bring the relevant Works to Practical Completion, in which case:

A. the Developer will carry out those works within 15 Business Days of the issuance of the Notice of Conditional Practical Completion;

B. this clause 10.2 will re-apply when the Developer has completed those works;

C. if the Developer does not complete those works within the time specified in paragraph A above, NBN Co may complete those works or engage a third party to complete those works, the cost of those works incurred by NBN Co will be a debt due and payable by the Developer to NBN Co, and NBN Co may issue a certificate of Practical Completion in respect of the relevant stage when those works have achieved Practical Completion;

D. the relevant defects liability period will commence when Practical Completion has been achieved following the re-application of this clause 10.2; and

E. NBN Co may commence design and installation of the relevant Network Infrastructure even though Practical Completion has not yet occurred, or

(iii) where it considers that the Developer has not yet achieved Practical Completion, provide details of the works necessary to bring the relevant Works to Practical Completion.

(c) If NBN Co or any Supplier do not consider that the Developer has achieved Practical Completion, the Developer must proceed to bring the relevant Works to Practical Completion and, when it considers it has achieved Practical Completion, it must issue a further Notice of Practical Completion to NBN Co, and clauses 10.2(a) and 10.2(b) will then reapply.

(d) The certificate of Practical Completion issued under paragraph (b) above may contain a list of minor Defects in the Works.

(e) If the Developer requests NBN Co to do so or if NBN Co considers it reasonably necessary to do so, NBN Co may engage a third party to rectify the Defects identified in accordance with paragraph (d) above and the cost of the rectification work incurred by NBN Co will be a debt due and payable by the Developer to NBN Co;

(f) NBN Co or any Supplier may issue a certificate of Practical Completion for any Stage even though no Notice of Practical Completion has been given by the Developer.

(g) Following Practical Completion of the Works in any Stage, the Developer must not open or otherwise access the Works in that Stage without the prior written approval of NBN Co.

(h) Any failure of the Developer to issue a Notice of Practical Completion or provide as-built documentation in respect of any Stage, as required by clause 10.2(a), despite the Pit and Pipe Works or Pathway Works (as applicable) in respect of that Stage having been completed, will be a material breach of this Agreement.

(i) If the Developer issues a Notice of Practical Completion and NBN Co considers in accordance with clause 10.2(b) that Practical Completion has not been achieved, NBN Co may issue an invoice to the Developer for a reasonable mobilisation fee and the Developer must pay the mobilisation fee within 30 days of the issuance of the invoice.

10.3 Transfer of ownership of the Works or grant of licence

The Developer must:

(a) where the Works in a Stage comprise of Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works), ensure that the Pit and Pipe Works will vest in NBN Co on the Date of Practical Completion of that Stage, free of all encumbrances, and, thereafter (subject to any obligation of the Developer to rectify Defects), the Pit and Pipe Works will be the sole property of NBN Co and that NBN Co, as owner, will have the right to maintain, repair, alter, remove or replace the Pit and Pipe Works;

(b) ensure that appropriate transfer of title provisions are contained in its contracts with third parties (including contractors), make appropriate enquiries to ensure that there are no encumbrances, and assist NBN Co to resist claims to title or interests from third parties; and

(c) where the Works in a Stage comprise of Pathway Works or Horizontal MDU Pit and Pipe Works, grant a licence to NBN Co for:

(i) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and

(ii) the non-exclusive use of the other Pathway Works (subject to any Minimum Spatial Requirements),

from the Date of Practical Completion of that Stage. The licence includes giving NBN Co the right to grant sub-licences or transfer the licence to any other party that may supply or operate the Network Infrastructure.

10.4 Defects

(a) A defects liability period of 6 months will commence on the Date of Practical Completion of each Stage.

(b) At any time prior to the expiry of the defects liability period for a Stage, NBN Co may issue a notice to the Developer identifying any Defects in the Works for that Stage (**Defect Notice**).

(c) The Defect Notice:

(i) must identify the Defect and state whether NBN Co requires rectification of the Defect; and

(ii) may include directions as to how the Defect must be rectified.

(d) NBN Co may at its sole discretion not require the Developer to rectify Defects where:

(i) rectification by the Developer would delay NBN Co's program for the installation of the Network Infrastructure; or

(ii) the Network Infrastructure has already been installed (so as to avoid any damage by the Developer to the Network Infrastructure).

(e) If the Developer has failed to rectify the Defects within 10 Business Days of the date of the Defect Notice or such longer time as agreed by NBN Co in its absolute discretion, or if NBN Co does not require the Developer to rectify Defects for the reasons set out in clause 10.4(d), NBN Co may engage a third party to rectify the Defect and the cost of the rectification work incurred by NBN Co will be a debt due and payable by the Developer to NBN Co.

(f) In respect of the Defect rectification work carried out by the Developer, a separate defects liability period of 6 months will apply, commencing on the date the Defect rectification work is completed, giving the Developer the right, subject to this clause 10.4, to rectify any defects in the Defect rectification work. The defects liability period for the Defect rectification work in any Stage will terminate on the date being 12 months from the Date of Practical Completion of that Stage.

(g) Neither NBN Co's rights, nor the Developer's liabilities, whether under this Agreement, Law or otherwise, in respect of Defects, will be affected or limited by:

(i) the rights conferred upon NBN Co by this clause 10.4 or any other provision of this Agreement;

(ii) the failure by NBN Co to exercise any such rights; or

(iii) any notice by NBN Co under clause 10.4(b).

10.5 Delays

(a) The parties must use best endeavours to keep each other informed of any delays that may impact on the performance of each other's obligations under this Agreement.

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(b) If, and to the extent that, installation of the Network Infrastructure for a Stage is not completed by the Proposed Estimated First Services Connection Date for that Stage as a result of the Developer's acts, omissions or breaches of this Agreement, NBN Co may procure alternative infrastructure to provide broadband services to unserviced Premises with that Stage, and the cost of providing that infrastructure incurred by NBN Co will be a debt due and payable by the Developer to NBN Co.

(c) The Developer agrees that its sole remedy for any claim, loss, damage, cost or expense arising out of or in connection with the installation of the Network Infrastructure for a Stage not being completed by the Proposed Estimate First Service Connection Date for that Stage as a result of the acts, omissions or breaches of this Agreement of NBN Co is the procurement of interim broadband services for unserviced Premises within that Stage by NBN Co at no cost to the Developer.

10.6 **Additional requirements for the Works**

If, prior to the Date of Practical Completion of the Works of any Stage, NBN Co has any additional requirements for the Works that were not raised at the Developer Design stage, NBN Co will be liable for any additional costs incurred by the Developer in complying with NBN Co's additional requirements, where these additional requirements can be accommodated.

11. Payment

(a) NBN Co may:

(i) on or after the date of this Agreement, issue an invoice for the First Backhaul Charge;

(ii) on or after the first to occur of:

A. the date that is 12 months after the date of this Agreement; or

B. the date of issuance of a Certificate of Installation under clause 13(e) for the last Stage covered by this Agreement,

issue an invoice for the Second Backhaul Charge;

(iii) on or after the first to occur of:

A. the date that is 24 months after the date of this Agreement; or

B. the date of issuance of a Certificate of Installation under clause 13(e) for the last Stage covered by this Agreement,

issue an invoice for the Third Backhaul Charge;

(iv) on or after the date that the condition at clause 7(d) for commencement of the construction of the Works for a Stage is satisfied, issue an invoice for the SDU Upfront Charge and the MDU Upfront Charge with respect to that Stage; and

(v) on or after the Date of Practical Completion or the Date of issuance of a Notice of Conditional Practical Completion for a Stage, issue an invoice for the SDU Final Charge and the MDU Final Charge for that Stage.

(b) The Developer must, upon the issuing of an invoice for an NBN Co Charge, pay the relevant NBN Co Charge in accordance with the terms of that invoice.

(c) The Developer acknowledges and agrees that failure to make a payment required under paragraph (a) or (b) above by the date that it falls due will be considered an act of prevention by the Developer for the purposes of clause 10.5 and will entitle NBN Co to suspend affected work.

(d) NBN Co may perform a credit check on the Developer or any director or officer of the Developer.

(e) If:

(i) the Developer fails to make a payment required under paragraphs (a) or (b) above by the date that it falls due under the relevant invoice;

(ii) a credit check performed pursuant to paragraph (d) above yields a result that in NBN Co's opinion justifies an amendment to one or more Upfront Portions; or

(iii) the Developer, or a director or officer of the Developer, withholds their consent to a credit check by NBN Co,

NBN Co may, in its absolute discretion, issue a notice to the Developer indicating that the Upfront Portion is amended to read as a new percentage identified in that notice, and the Agreement Particulars will be deemed amended in accordance with that notice on and from the date of receipt of that notice and the new Upfront Portion will apply to any subsequent Stage.

(f) The determination of whether a Stage comprises SDUs, MDUs or a combination of both will be made by NBN Co and appear in the Agreement Particulars.

(g) If no determination as to whether a Stage comprises SDUs, MDUs, or a combination of both, appears in the Agreement Particulars, the Developer agrees that NBN Co may make a final and binding determination regarding that issue and the Developer will be bound by that determination.

12. Supplier licence area

(a) If NBN Co, acting reasonably, determines that it requires a temporary licence to any part of the Site for the purposes of installing the Network Infrastructure (including for the temporary storage of materials), the Developer must provide (or, where it is not the owner of the relevant part of the Site, it must procure the provision of) such a licence to NBN Co at the time, or times, reasonably required by NBN Co.

(b) The licence in clause 12(a) must enable NBN Co to:

(i) sub-licence it to any Supplier;

(ii) have access to the area of land for the period of time specified in the licence; and

(iii) secure any materials stored on the licensed area.

13. Installation of the Network Infrastructure

(a) Provided that:

(i) the Works for any Stage achieve Practical Completion; or

(ii) a Certificate of Conditional Practical Completion is issued with respect to the Works for a Stage,

by the relevant Date for Practical Completion, then subject to clauses 11, 13(b) and 13(c) and the Developer complying with clause 13(e), NBN Co will procure the installation of the Network Infrastructure in that Stage.

(b) If the Developer has additional requirements for the Network Infrastructure for any Stage, the Developer will be liable for any additional costs incurred by NBN Co in complying with the Developer's additional requirements where those additional requirements can be reasonably accommodated, as determined by NBN Co.

(c) Following receipt of the Notice of Practical Completion (and all as-built documentation as required under clause 10.2(g)) for a Stage, the Developer must notify NBN Co of the Proposed Estimated First Service Connection Date for that Stage.

(d) Subject to the Developer complying with its obligations under this Agreement, NBN Co will use its best endeavours to install the Network Infrastructure in a Stage by the later of:

(i) either:

A. where there are no Pit and Pipe Works in that Stage, 40 Business Days after the Date of Practical Completion of that Stage; or

B. where there are Pit and Pipe Works in that Stage, 70 Business Days after the Date of Practical Completion of that Stage; and

(ii) the Proposed Estimated First Service Connection Date for that Stage under clause 13(c).

(e) The NBN Co Representative may in respect of each Stage, give to the Developer a Certificate of Installation when NBN Co has completed the installation of all Network Infrastructure for that Stage.

(f) The Developer agrees that it must notify NBN Co of the existence of any Super Lots (and provide contact details of

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the owner of those Super Lots) within 60 days of the later to occur of:

(i) the execution of this Agreement; or

(ii) the execution of a contract under which the Developer agrees to dispose of its interest in a portion of the Development that may ultimately become a Super Lot.

(g) The Developer acknowledges that if any Stage of the Development contains:

(i) Super Lots, NBN Co will have no obligation to install Network Infrastructure in those Super Lots under this Agreement. The Network Infrastructure in that Super Lot will be installed by NBN Co pursuant to a separate Master Developer Agreement with the third party developer of that Super Lot; or

(ii) Internal or External Roads, NBN Co will have no obligation to install Network Infrastructure in those Internal or External Roads until such time as the Premises that are to be serviced by those Internal or External Roads have been constructed.

(h) The Developer acknowledges that if the Development consists of Super Lots only, the Developer will still be responsible for paying the First, Second and Third Back Haul Charges to NBN Co, even where no MDU Charge or SDU Charge is payable under the Agreement.

(i) The Developer:

(i) must give NBN Co the access required under clause 9(b)to install the Network Infrastructure;

(ii) must comply with its other obligations under this Agreement;

(iii) must not interfere with, use or permit anyone else to interfere with or use, the Network Infrastructure (other than as contemplated in this Agreement);

(iv) must comply with all reasonable directions of NBN Co or any Supplier in relation to the Network Infrastructure; and

(v) acknowledges that, as between NBN Co and the Developer, any Network Infrastructure installed on the Site will be owned by NBN Co.

14. Risk of loss or damage to the Works and Indemnity

The Developer bears the risk of and indemnifies NBN Co from and against (and must pay NBN Co on demand the amount of):

(a) any loss of or damage to the Works, arising from:

(i) any event which occurred prior to the Date of Practical Completion of the relevant Stage; or

(ii) any act or omission of the Developer or its contractors, agents or employees in rectifying any Defects; and.

(b) any loss of or damage to property of NBN Co (other than the Works referred to in clause 14(a)) and any liability to, or claims by, a third party, caused by, arising out of, or in any way in connection with:

(i) the Developer's Activities;

(ii) a breach of this Agreement by the Developer; or

(iii) any negligence of the Developer or its contractors, agents or employees, acting within the scope of their authority.

15. Insurance

(a) The Developer must effect and maintain (or must procure that its design and/or construction contractors effect and maintain) the following insurances with reputable insurers and on terms acceptable to NBN Co:

(i) **public liability insurance** – with a limit of indemnity of $20 million for any one occurrence, covering legal liability for personal injury and property damage in connection with the Developer's Activities. The public liability insurance must be in place from the date of commencement of the first Stage of the Development until the expiry of the defects liability period of the last Stage to achieve Practical Completion. The Developer must extend the benefit of its coverage to NBN Co;

(ii) **workers' compensation insurance** – to the extent required by Law;

(iii) **professional indemnity insurance** – with a limit of indemnity for each claim and in the annual aggregate as follows:

A. where the number of Premises in the Stage is less than 100 Premises, $2 million;

B. where the number of Premises in the Stage is between 100 and 300 Premises, $5 million; and

C. where the number of Premises in the Stage is more than 300 Premises, $10 million,

and such professional indemnity cover must provide cover for, or be held for, a period of 3 years after the Date of Practical Completion of the last Stage of the Developments to achieve Practical Completion.

(b) The Developer must, as soon as possible (but no later than 5 Business Days after the commencement of the Works), provide NBN Co with certificates of currency in respect of each of the insurance policies referred to in clause 15(a), in a form satisfactory to NBN Co, confirming that the relevant insurance policies are current, are underwritten by reputable insurers and comply with the requirements of this Agreement.

(c) The Developer must not (and must ensure that its contractors do not):

(i) do anything to prejudice any insurance policy and must rectify anything that might prejudice any insurance policy; or

(ii) cancel, materially vary or allow any insurance policy to lapse without first notifying NBN Co.

(d) The Developer's obligations and liabilities under this Agreement are not affected because it has effected and maintained (or caused its contractors to effect and maintain) the insurance policies referred to above.

16. Security

(a) In respect of each Stage, if required by NBN Co at any time, the Developer must provide to NBN Co security for the performance of its obligations under this Agreement for an amount equal to the lesser of:

(i) $25,000; and

(ii) an amount equal to the number of Premises in that Stage multiplied by $160,

within 10 Business Days of the Developer being given a notice by NBN Co to provide such security.

(b) Any failure by the Developer to comply with clause (a) of this Agreement will be a material breach of this Agreement.

(c) The security must be in the form of a bank guarantee or insurance bonds, provided that any bank guarantee or insurance bonds are in a form acceptable to NBN Co.

(d) NBN Co may have recourse to such security should the Developer fail to carry out any of its obligations under this Agreement.

(e) The balance of any security held by NBN Co will be released by NBN Co upon the earlier of the date of termination of this Agreement and the expiry of the defects liability period for the last Stage to achieve Practical Completion or, where the security held by NBN Co relates to a single Stage, upon the expiry of the defects liability period for that Stage (including any extended defects liability period under clause 10.4(f)).

17. Statutory requirements

(a) The Developer must:

(i) obtain all licences, authorisations, approvals and consents necessary to carry out the Developer's Activities in accordance with this Agreement; and

(ii) comply, and ensure that:

A. its contractors;

B. the Developer Design; and

C. the Works,

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comply, with all Laws, licences, authorisation, approvals and consents applicable to the Works and the Developer's Activities under this Agreement.

(b) NBN Co must:

(i) obtain all licences, authorisations, approvals and consents necessary to carry out the design and installation of the Network Infrastructure; and

(ii) comply, and ensure that the Network Infrastructure and any Supplier complies, with all Laws, licences, authorisation, approvals and consents applicable to the Network Infrastructure.

(c) If any change in Law makes the Agreement, any part of it, or any action required under it, a contravention of Law:

(i) where permissible or required pursuant to Law to do so:

A. either party may issue a notice to the other party to negotiate in good faith to amend the Agreement to address the contravention; and

B. upon receipt of that notice, the parties must meet and endeavour to negotiate, in good faith, and agree appropriate amendments to the Agreement to address the contravention; or

(ii) where not permissible pursuant to Law to do so either party may terminate this Agreement on 30 Business Days' notice.

18. Telecommunications Act and carrier powers

18.1 **Telecommunications Act**

(a) Notwithstanding any other clause of the Agreement, the Developer acknowledges and agrees that, in accessing the Site or any areas ancillary to the Site (including areas provided under clause 11), NBN Co or its Suppliers will exercise the powers and immunities under Schedule 3, to the extent to which such activities involve inspection, installation and maintenance for the purposes of Schedule 3.

(b) The Developer must give any reasonable assistance which NBN Co or a Supplier requires in exercising the powers under Schedule 3, including in relation to the issuing of notices under Schedule 3.

(c) The Developer agrees, in accordance with clauses 17(5), 18(3) and 19(2) of Schedule 3, to waive its right to be given notice in relation to any activity to be undertaken on the Site or any areas ancillary to the Site (including areas provided under clause 11) which is authorised under Schedule 3, and any right that the Developer may have to object to those activities.

(d) If the Developer is not the owner or occupier of the Site or the areas ancillary to the Site (including areas provided under clause 11), the Developer must use best endeavours to assist NBN Co to obtain the waiver referred to in clause 18.1(c) from the owners and occupiers of the Site or the areas ancillary to the Site (as the case may be).

18.2 **Carrier powers**

(a) If NBN Co requires the Developer to carry out any activities under this Agreement that are not on the Site, the Developer may request to rely on NBN Co's statutory powers and immunities under Schedule 3 (to the extent they are available) for the purposes of carrying out those activities.

(b) NBN Co may permit the Developer to rely on its statutory powers and immunities under Schedule 3 at its sole discretion, and may impose any conditions on the Developer it thinks fit. The Developer may only seek to rely upon, and assert that it is relying upon, NBN Co's powers and immunities under Schedule 3 to the extent to which it has specific written authorisation from NBN Co to do so.

(c) The Developer indemnifies NBN Co and must pay on demand the amount in respect of any and all loss, damage and expense suffered or incurred by NBN Co in connection with a claim concerning the Developer carrying out any activities under or in reliance upon NBN Co's powers and immunities under Schedule 3, including to the extent to which such loss, damage or expense arises as a consequence of the Developer failing to properly exercise the powers under Schedule 3 for and on behalf of NBN Co, or to comply with the conditions imposed by NBN Co under clause 18.2(b).

18.3 **No waiver**

The Developer acknowledges that nothing in this Agreement constitutes a waiver of or affects, restricts or limits NBN Co's rights and powers under the NBN Co Carrier Licence, under Schedule 3, or at Law.

19. Site owner

If required by NBN Co, the Developer must:

(a) procure that, where the Works in any Stage comprise Pathway Works or Horizontal MDU Pit and Pipe Works, upon registration of the relevant strata plan, the owners corporation or other registered proprietor of that part of the Site, ratify and/or agree in a manner binding on that party at Law the matters referred to in clause 10.3(c) and clause 18.1 and clause 18.3; and

(b) provide evidence of the owners corporation's or the registered proprietor's ratification or agreement to the matters referred to in clauses 10.3(c) and clause 18.1 and clause 18.3.

20. Intellectual property

(a) The Developer must ensure that it does not infringe any patent, registered design, trade mark or name, copyright or other intellectual property right of NBN Co, any Supplier or third party.

(b) The Developer:

(i) represents and warrants to NBN Co that it owns, or is entitled to use and sub-licence, the Master Plan, and the Developer Design for each Stage to NBN Co;

(ii) grants to NBN Co a non-exclusive, irrevocable, perpetual, transferable, royalty-free licence (with a right to grant sub-licences) to use the Master Plan, and the Developer Design for any Stage; and

(iii) indemnifies NBN Co and must pay on demand the amount of any and all loss, damage or expense suffered by NBN Co in connection with third party claims for breach of the intellectual property rights referred to above.

21. Work health and safety

(a) The Developer is responsible for the safety and security of the Site and any workplace, so far as is reasonably practicable, to the extent it has management or control of the relevant workplace and Site. The Developer at all times and must at all times carry out (and must ensure that its contractors carry out) the Developer's Activities safely and so as to protect persons and property. The Developer must develop, maintain, implement and ensure compliance with, the WHS Plan and, if requested, provide a copy of the WHS Plan to NBN Co.

(b) The Developer must appoint or procure the appointment of a principal contractor concerning all construction work on the Site, including the Works and the installation of the Network Infrastructure.

(c) NBN Co agrees that it will, and will ensure that any Supplier will:

(i) comply with any Site rules, the WHS Plan and any reasonable directions of the Developer or the Developer's contractor or 'principal contractor' in respect of work health and safety matters while on Site; and

(ii) carry out the installation of the Network Infrastructure safely and so as to protect persons and property.

22. NBN Co In-Home Wiring Guide

The Developer must, for the period up to the date the Network Infrastructure is connected to the national broadband network:

(a) where it is responsible for the installation of wiring in the Premises, ensure that the NBN Co In-Home Wiring Guide is complied with in each of the Premises; and

(b) where it is not responsible for the installation of any wiring in the Premises, notify all purchasers of land or Premises (each

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a Purchaser) that any failure to comply with the NBN Co In-Home Wiring Guide may prevent connection to the Network Infrastructure, or may require the purchaser to incur additional costs in order to connect to the Network Infrastructure and, either:

(i) provide the Purchaser with a new purchaser NBN Co information pack and materials supplied by NBN Co; or

(ii) provide reasonable assistance to NBN Co to allow NBN Co to contact and provide the Purchaser with a new purchaser NBN Co information pack and materials (including obtaining any required Purchaser consent to being contacted by NBN Co).

23. Notice of disposal

(a) If prior to the Date of Practical Completion of any Stage, the Developer disposes of, or proposes to dispose of, all or any part of its interest in that Stage, the Developer must give notice to NBN Co, as soon as possible, setting out details of the disposal or proposed disposal (as appropriate).

(b) Any party to whom the Developer has disposed all or part of a Stage (other than a residential Purchaser of individual Premises who is not seeking to subdivide their premises in a way that requires additional Pit and Pipe Works) must submit a new application to NBN Co if it requires Network Infrastructure to be installed in the Stage or the relevant part of the Stage.

24. Pre-Provisioning Certificate

If requested by the Developer, NBN Co must provide a Pre-Provisioning Certificate to the Developer within 10 Business Days of receipt of such request from the Developer.

25. Limitation of liability

(a) The parties will not have any liability to each other for any Consequential Loss arising out of, or in any way in connection with, this Agreement, the termination of this Agreement or the cancellation of a Stage.

(b) In respect of each Stage:

(i) NBN Co's liability to the Developer arising out of or in connection with the design and installation of the Network Infrastructure under this Agreement is limited to an amount equal to the number of Premises within that Stage multiplied by $2,700; and

(ii) the Developer's liability to NBN Co arising out of or in connection with the Works, and the Developer Activities required to achieve Practical Completion, is limited to an amount equal to the number of Premises within that Stage multiplied by $2,700.

(c) Except if either of clause 25(b)(i) or clause 25(b)(ii) applies, each party's liability under this Agreement is limited to $2,700.

(d) The limitation of liability in clause 25(b) and 25(c) does not apply:

(i) to the extent that any liability or loss is of a type that is covered under a policy of insurance required to be effected by the Developer under clause 15, or would have been covered but for an act or omission of the insured party, or a failure by the insured party to comply with its insurance obligations;

(ii) in respect of any liability for death or injury to any person, or in respect of any loss, damage or destruction of any personal property, arising out of, or in connection with, the relevant party's obligations under this Agreement

(iii) to any liabilities that cannot be excluded at Law; and

(iv) in respect of any liability arising from a party abandoning its obligations under this Agreement, which may be evidenced by a decision to engage a person other than NBN Co to install Network Infrastructure in breach of clause 1.3.

26. Dispute resolution

(a) Any dispute or difference which arises between NBN Co and the Developer in respect of any fact, matter or thing arising out of, or in any way in connection with, the Developer's Activities, the Works or this Agreement (**Dispute**) must be resolved in accordance with this clause 26.

(b) Where such Dispute arises, either party may give a notice in writing to the other party specifying the Dispute and the position which the party believes is correct (**Notice of Dispute**).

(c) If a Notice of Dispute is served, persons authorised by the chief executive officer (or equivalent position) of each party must meet and negotiate with a view to resolving the Dispute.

(d) If the Dispute is not resolved within 15 Business Days of service of the Notice of Dispute (or such other period agreed by the parties in writing), then, subject to the parties' right to seek injunctive or urgent declaratory relief, before either party has recourse to litigation, either party may refer the Dispute to arbitration conducted in accordance with the Institute of Arbitrators and Mediators Australia (**IAMA**) Arbitration Rules by notice to the other party.

(e) Any Dispute which is referred to arbitration will be conducted before a person to be:

(i) agreed between the parties; or

(ii) failing agreement within 10 Business Days after the referral of the Dispute to arbitration, a person nominated by IAMA.

(f) Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a Dispute.

(g) This clause does not apply to, and does not effect, any termination or purported termination of this Agreement by NBN Co.

27. Termination

27.1 **Termination for material breach of this Agreement**

(a) If NBN Co or the Developer is in material breach of its respective obligations under this Agreement, then the other party may provide a written notice to the party in material breach stating:

(i) the breach relied upon; and

(ii) that the party giving the notice requires the other party to remedy the breach within 10 Business Days.

(b) If the other party does not remedy the breach within 10 Business Days, or such longer time as agreed by the parties, then the party giving the notice in clause 27.1(a) may terminate this Agreement, with immediate effect, upon further written notice to the other party.

27.2 **NBN Co's additional termination rights**

NBN Co may terminate this Agreement at any time, with immediate effect, upon written notice to the Developer:

(a) If, within 15 Business Days of:

(i) receipt of notice by either party to amend this Agreement under clause 17(c); or

(ii) NBN Co notifying the Developer under clause 28.5 that amendments to this Agreement will be required,

the parties have not reached agreement;

(b) the Developer has not achieved Practical Completion of:

(i) a Stage by the relevant Date for Practical Completion and has then failed to achieve Practical Completion within 10 Business Days of it being given a written notice requiring it to do so; or

(ii) all or any of the Stages by the Sunset Date; or

(c) the Developer has failed to construct any part of the Pit and Pipe Works or the Pathway Works (as applicable) in any Stage in accordance with the NBN Co Specifications or the conditions of the NBN Co Carrier Licence within 10 Business Days of it receiving a written notice from NBN Co requiring it to do so.

27.3 **Termination upon occurrence of an Insolvency Event**

Either party may terminate this Agreement, with immediate effect, by written notice to the other party, given at any time after the occurrence of an Insolvency Event in relation to the other party.

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27.4 **Termination upon disposal of Stage**

Notwithstanding any other provision of this Agreement, NBN Co may also terminate this Agreement, and/or cancel any Stage or Stages under this Agreement (in which case NBN Co will not be obliged to procure and fund the installation of Network Infrastructure in that Stage under this Agreement), with immediate effect by giving a written notice to the Developer at any time after the Developer disposes of all or part of its Interest in that Stage or Stages.

28. General

28.1 **Notices**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(a) must be:

(i) in writing and signed by the party making it (on that party's behalf) or by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(ii) in the case of fax or email, in pdf or other format that is a scanned image of the original communication made under clause 28.1(i), including a handwritten signature, and be attached to a fax cover sheet or email that states that the attachment is a communication under this Agreement; or

(iii) made using any other form of electronic communication as may be nominated by NBN Co from time to time by a person authorised by the party;

(b) must, in the case of any communications made using the methods referred to in clauses 28.1(a)(i) or 28.1(a)(ii), be addressed and delivered to the address, email address or fax number for the relevant party stated in the Agreement Particulars (as appropriate) or as last notified in writing to the party giving the notice; and

(c) is taken to be received by the addressee:

(i) if sent by prepaid post, on the third day after the date of posting;

(ii) if faxed, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent;

(iii) if delivered by hand, on delivery; and

(iv) if emailed or sent by any other form of electronic communication, unless the party sending the email or electronic communication knows or reasonably ought to suspect that the email or the electronic communication was not delivered to the addressee's domain specified in the email address notified for the purposes of this clause, or otherwise received by the other party using the nominated form of electronic communication, 24 hours after the email was sent,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

28.2 **Confidentiality and public disclosure**

(a) The Developer must not, and must ensure that the Developer's personnel do not, use or disclose to any person or make public any information disclosed by NBN Co or any Supplier to the Developer, for any purpose other than performance of the Developer's Activities, except where:

(i) disclosure is compelled by Law (in which case prior notice should be provided to NBN Co where practicable);

(ii) disclosure is authorised in writing by NBN Co (as applicable);

(iii) disclosure is required by any applicable stock exchange listing; or

(iv) the information is in the public domain.

(b) The Developer must not use any of NBN Co's name, trademarks or service marks directly or indirectly, including in any media release or interview, public announcement, public disclosure, promotion or marketing materials, customer or client lists, business presentations or otherwise communicate with the press, radio or television, without NBN Co's prior written approval.

(c) NBN Co will assist the Developer to prepare any media or press release, promotion or marketing materials and any other communications with the press, radio or television, or similar, as the Developer may reasonably require.

28.3 **Joint and several**

If the Developer comprises more than one person:

(a) the obligations and liabilities of those persons are joint and several; and

(b) NBN Co may proceed against any or all of them for any failure of the Developer to comply with any obligation under or arising from this Agreement.

28.4 **Legal costs**

Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

28.5 **Amendment**

(a) Subject to clause 28.5(b), this Agreement may only be varied, supplemented or replaced by a document executed by the parties.

(b) If NBN Co considers that any material updates or responses to any queries raised by NBN Co (other than updates to the number of Premises which will be dealt with under clause 8) will necessitate amendments to this Agreement, the amendments will be agreed by the parties and confirmed in writing by NBN Co. Such amendments will be effective on the date of NBN Co's notice detailing the agreed changes.

28.6 **Severance**

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement however the remaining provisions of this Agreement will continue in full force and effect.

28.7 **Waiver and exercise of rights**

(a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

(b) A party is not liable for any loss of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

28.8 **Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under this Agreement.

28.9 **Governing law and jurisdiction**

(a) This Agreement is to be construed in accordance with the Laws applicable in New South Wales.

(b) Subject to clause 28.9(c), each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

(c) NBN Co may, in its discretion, commence proceedings arising out of or in relation to this Agreement, or the Developer's Activities in courts exercising jurisdiction in any State or Territory of Australia.

28.10 **Counterparts**

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

28.11 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in respect of the subject matter of this Agreement and supersedes all previous agreements, undertakings and communications, whether written or oral, relating to the subject matter of this Agreement.

28.12 **No representations or reliance**

The Developer acknowledges that neither NBN Co nor any person acting on NBN Co's behalf has made any representation or other inducement to enter into this Agreement except representations or inducements expressly set out in this Agreement.

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28.13 **Survival**

Provisions of this Agreement survive termination, or expiry, which by their nature, are intended to survive, including any provisions in this Agreement dealing with transfer of title, confidentiality, intellectual property, professional indemnity insurances, indemnities, waiver of notices under the Telecommunications Act and dispute resolution.

28.14 **Indemnities**

(a) Each indemnity in this Agreement is a continuing obligation separate and independent from the other obligations of the party.

(b) It is not necessary for NBN Co to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

(c) The Developer must pay to NBN Co on demand any amount in respect of which it gives an indemnity in this Agreement.

(d) The Developer's responsibility to indemnify NBN Co under this Agreement will be reduced proportionately to the extent that NBN Co or a Supplier may have caused or contributed to the loss, damage, expense or claim the subject of an indemnity.

28.15 **Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and in addition to any of the other rights of that party.

28.16 **Subcontracting**

The Developer will be liable to NBN Co for the acts, defaults and omissions of its contractors, subcontractors, agents and employees, as if they were the acts, defaults and omissions of the Developer.

28.17 **Developer ethical and environmental policies**

The Developer must carry out the Works:

(a) in a manner that is ethical, fair and non-discriminatory and based on ethical and sustainable procurement practices; and

(b) so as to comply with environmental Laws, and in a manner that strives to achieve environmental best practice, including minimisation of greenhouse gases and waste minimisation and recovery,

and must develop, implement and ensure compliance with ethical and environmental policies and procedures relevant to this clause, and provide NBN Co with copies of those policies if requested by NBN Co.

28.18 **Proper records and audit**

(a) The Developer must keep full and proper books of accounts and records showing clearly all transactions to which this agreement relates for a period of 7 years, or longer if required by Law.

(b) NBN Co has the right to conduct upon reasonable notice reasonable audits and inspections of any premises, systems, networks, documents, records, practices or data related to the Developer's compliance with this Agreement.

28.19 **Proportionate liability**

(a) To the extent permitted by Law, Part 4 of the Civil Liability Act 2002 (NSW) (or any corresponding statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under this Agreement, whether these rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

(b) Without limiting the above, the rights, obligations and liabilities of NBN Co and the Developer under this Agreement with respect to proportionate liability are as specified in this Agreement and not otherwise, whether these rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

28.20 **Interpretation**

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

(b) the term "SDU" includes:

(i) a single home within a row of terrace houses; and

(ii) a separate, detached home on the same lot or title as one other home;

(c) the following items each constitute one "Premises":

(i) a single apartment within an apartment building;

(ii) a single shop or office within a commercial building; and

(iii) a single home within a duplex house;

and unless the context indicates a contrary intention:

(d) words in the singular include the plural and vice versa;

(e) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(f) "includes" means without limitation;

(g) no rule of construction will apply to a clause to the disadvantage of one party merely because that party put forward the clause or would otherwise benefit from it;

(h) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation, government, statutory body or authority and the person's legal personal representatives, successors, assigns and persons substituted by novation;

(ii) any legislation includes subordinate legalisation under it and includes that legislation and subordinate legislation as modified or replaced;

(iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

(iv) a right includes a benefit, remedy, discretion or power;

(v) "$", "AUD" or "dollars" is a reference to Australian currency;

(vi) this or any other document includes the document, agreement, deed or legal instrument as novated, varied or replaced and despite any change in the identity of the parties;

(vii) writing includes any mode of representing or reproducing words in tangible permanently visible form, and includes fax transmission;

(viii) a thing (including any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is reference to any one or more of them;

(ix) this Agreement includes all schedules and exhibits to it; and

(x) a clause, schedule, section or exhibit is a reference to a clause, schedule, section or exhibit, as the case may be, of this Agreement;

(i) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done or by the next Business Day;

(j) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

28.21 **Authorised Representative**

The Developer warrants and represents that the authorised representative who executed this Agreement on behalf of the Developer had the authority to bind the Developer to this agreement, and acknowledges that it warranted and represented the same to NBN Co at the time of entering into this Agreement.

29. Taxes

29.1 **Interpretation**

(a) Except where the context suggests otherwise, terms used in this clause 29 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).

(b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 29.

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(c) Unless otherwise expressly stated, all consideration to be provided under any other provision of this Agreement is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 29.

(d) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

29.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

29.3 GST payable

(a) If GST is payable in relation to a supply made under or in connection with this Agreement then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to any Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.

(b) The Supplier must provide a tax invoice to the Recipient no later than 14 days after the day on which any consideration is to be first provided for that supply.

29.4 Variation of GST

(a) If the GST payable in relation to a supply made under or in connection with this Agreement varies from the additional amount paid by the Recipient under clause 29.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.

(b) Any payment, credit or refund under this clause 29.4 is deemed to be a payment, credit or refund of the additional amount payable under clause 29.4. Where there is an adjustment event, the Supplier must issue an adjustment note to the Recipient as soon as the Supplier becomes aware of the adjustment event.

29.5 Exchange of non-monetary consideration

(a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 29.3 applies is a taxable supply made by the Recipient (the **Recipient Supply**), the GST Amount that would be otherwise be payable by the Recipient to the Supplier in accordance with clause 29.3 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.

(b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 29.3 (or the time at which such GST Amount would have been payable in accordance with clause 29.3 but for the operation of clause 29.5(a)).

29.6 No merger

This clause will not merge on completion of this Agreement.

30. Building Code

Notwithstanding any other provision of this Agreement, the Developer must:

(a) comply with the Building Code 2013;

(b) ensure its Related Entities act in a manner that is consistent with the Building Code 2013 in carrying out the Works;

(c) ensure compliance with the Building Code 2013 by all subcontractors and consultants prior to their engagement concerning the Works;

(d) ensure that all contracts (including subcontracts) expressly require compliance with the Building Code 2013; and

(e) ensure NBN Co and an Inspector are provided with access to:

(i) the Works and the Site;

(ii) inspect and copy any record relevant to the project, the Developer's Activities or the Works; and

(iii) any person,

as is necessary to demonstrate compliance with the Building Code 2013.

31. Definitions

Agreement means this Master Developer Agreement (including the Agreement Particulars).

Agreement Particulars means the email from "NBN Co Developer Liaison Team" to the Developer, to which this Agreement is attached, setting out items of detailed information relating to this Agreement.

Backhaul Charge means the amount identified as such in the Agreement Particulars, payable to NBN Co as consideration for connecting the Development to the national broadband network.

Building Code 2013 means the code in force pursuant to the *Fair Work (Building Industry) Act 2012* (Cth).

Business Day means a day which is not a Saturday, Sunday, bank holiday or public holiday in the Relevant Jurisdiction.

Certificate of Installation means a certificate in the following form:

"To: The Developer

[date]

Certificate of Installation (Stage xxx)
Developer Agreement [contract number#], clause 10.2(a)

In accordance with clause 13(e) of the Master Developer Agreement, we now notify you that we believe that completion of installation of [the Network Infrastructure for Stage [insert] / backhaul Network Infrastructure for the Development] was achieved on [insert date].

NBN Co is permitted, in accordance with clause 11(a) of the Master Developer Agreement, to invoice the Developer for the [Third / Second and Third] Backhaul Charge[s]."

Consequential Loss means any consequential loss including:

(i) loss of profit;

(ii) loss of revenue;

(iii) loss of opportunity;

(iv) damage to goodwill or reputation;

(v) loss of access to markets;

(vi) loss of anticipated savings;

(vii) business interruption;

(viii) damage to credit rating; and

payment of liquidated sums or damages under any other contract, agreement or instrument, but does not include loss of anticipated revenue from customers to be connected to the national broadband network.

Construction Program means the Developer's construction program for each Stage of the Development which must include the Date for Practical Completion and, where the Works comprise of Pathway Works, the proposed Electrical and Communications Equipment Installation Dates for the Stage.

Date for Practical Completion means, for each Stage of the Development, the proposed date for Practical Completion of the Works, as updated from time to time by written agreement of the parties.

Date of Practical Completion means, for each Stage of the Development, the date that NBN Co or a Supplier certifies that Practical Completion of the Works was achieved.

Defect means any defect, shrinkage, fault or omission in the Works (including any aspect of the Works that are not in accordance with the requirements of this Agreement) for which the Developer is responsible, but does not include minor damage to the Works caused by a person other than the Developer or those for whom the Developer is responsible.

Developer Design means, for each Stage of the Development, all design documentation, drawings, specifications, Site plans and other information, necessary for the Developer to construct, or procure the construction of, that Stage of the Development.

Developer's Activities means all tasks or things that the Developer is, or may be, required to do to comply with its obligations under this Agreement.

Developer's Representative means the person identified as such in the Agreement Particulars (or such replacement representative as the Developer may notify to NBN Co from time to time).

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Development means the Developer's development project, as described in the "Development" and "Address" fields of the Agreement Particulars.

Electrical and Communications Equipment Installation Dates means the proposed dates for the installation of the electrical and communications equipment in each Stage of the development.

First Backhaul Charge means an amount equal to one third of the Backhaul Charge, being the first portion of the Backhaul Charge that is payable to NBN Co.

Horizontal MDU Pit and Pipe Works means the Pit and Pipe Works in respect of a Horizontal MDU.

Horizontal MDU means an MDU that will be serviced by Pit and Pipe Works that will be located on part of the Site for which ownership will be transferred to an owners corporation.

Insolvency Event means, in relation to either party, any of the following events occurring:

(a) a receiver, manager, receiver and manager, trustee, administrator, Controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer is appointed in respect of that party or any asset of that party;

(b) a liquidator or provisional liquidator is appointed in respect of that party or the party is wound up;

(c) an application is made to court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of appointing a person referred to in paragraphs (a) or (b);

(d) a scheme of arrangement is entered into (and that application is not withdrawn or dismissed within 10 Business Days);

(e) a moratorium of any debts of the party, or an official assignment or a composition of or an arrangement (formal or informal) with any creditors of that party (or similar proceedings or arrangements by which the assets of the party are subjected to the control of the party's creditors), is ordered, declared or agreed to, or is applied for and the application is not withdrawn or dismissed within 10 Business Days;

(f) the party becomes, admits in writing that it is, is declared to be or is deemed under any applicable Law to be, insolvent or unable to pay its debts;

(g) any writ of execution, garnishee order, mareva injunction or similar order is made, levied or issued against, or in relation to, any asset of the party; or

(h) any act is done or event occurs which under the Laws of any country other than Australia has an analogous or similar effect to any of the events in paragraphs (a) to (g).

Inspector means a person appointed as a Fair Work Building Industry Inspectorate Inspector or Fair Work Inspector as defined in the Fair Work (Building Industry) Act 2012 (Cth) and the Fair Work Act 2009 (Cth), respectively.

Internal or External Roads means any roads internal or external (as applicable) to the Site boundary.

Law means all laws (including acts, regulations, statutory requirements, regulatory determinations) and government policies or directions binding on NBN Co.

Master Plan means the overall master plan of the development submitted by the Developer to NBN Co as part of its application for NBN Co to connect the Premises within the Development to the national broadband network.

MDU or multi-dwelling unit means:

(a) a single building containing three or more separate Premises; or

(b) a group of three or more buildings that are on a single lot or title or are part of a single strata, group, company or community title development.

MDU Charge means, with respect to a Stage, $400 multiplied by the number of Premises within MDUs within that Stage.

MDU Final Charge means, with respect to a Stage, the MDU Charge for that Stage less the MDU Upfront Charge for that Stage.

MDU Upfront Charge means the amount yielded by applying the Upfront Portion to the MDU Charge.

Minimum Spatial Requirements means any minimum spatial requirements between Network Infrastructure and third party infrastructure notified by NBN Co to the Developer from time to time.

NBN Co Carrier Licence means the carrier licence granted to NBN Co by the Australian Communications and Media Authority on 18 March 2010 under section 56 of the Telecommunications Act.

NBN Co Charge means any of the First Backhaul Charge, Second Backhaul Charge, Third Backhaul Charge, MDU Charge, SDU Charge, or mobilisation fee payable under clause 10.2(i), as applicable.

NBN Co In-Home Wiring Guide means the document titled 'NBN Co Residential Preparation and Installation Guide: SDUs and MDUs, as published on NBN Co's website, as updated from time to time.

NBN Co's Representative means the person identified as such in the Agreement Particulars (or such other replacement representative as NBN Co may notify to the Developer from time to time).

NBN Co Specifications means:

(a) where the Works comprise Pit and Pipe Works, the 'New Developments: Deployment of the NBN Co Conduit and Pit Network - Guidelines for Developers'; and

(b) where the Works comprise Pathway Works, the 'Building Design Guide - New Developments',

as published on NBN Co's website, as updated from time to time and any other requirements of this Agreement.

Network Infrastructure means the physical infrastructure necessary to connect each Premises within a Stage to the national broadband network, including all cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing, active and passive equipment and distribution infrastructure, but not including the Works, lead-in conduits, network termination units, power supply units and related cables at the Premises.

Notice of Conditional Practical Completion means a notice in the following form:

"To: [the Developer]

Notice of Conditional Practical Completion
Master Developer Agreement [contract number#], clause 10.2(b)(ii)

In accordance with clause 10.2(b)(ii) of the Master Developer Agreement, we now notify you that we believe Practical Completion of the Works for Stage [insert] will be achieved upon completion of the following outstanding items of work:

[xxxx]

The Developer is required to complete the above listed works within 15 Business Days of the date of this notice, and may issue a further Notice of Practical Completion under clause 10.2(a) when they are completed.

NBN Co is permitted, in accordance with clause 11(a) of the Master Developer Agreement, to invoice the Developer for the SDU Final Charge and the MDU Final Charge."

Notice of Practical Completion means a notice in the following form:

"To: NBN Co

Notice of Practical Completion (Stage xxx)
Developer Agreement [contract number#], clause 10.2(a)

In accordance with clause 10.2(a) of the Developer Agreement, we now notify you that we believe Practical Completion of the Works for Stage [insert] was achieved on [insert date].

We have provided NBN Co with as-built design documentation of the Works [on[insert date]]/[under cover of this notice] and confirm that: [Note: delete as appropriate]

(a) *[ownership of the Pit and Pipe Works will vest in NBN Co on the Date of Practical Completion, free of all encumbrances]; and*

(b) *[NBN Co will be granted, from the Date of Practical Completion, a licence to use the Pathways on the terms set out in clause 10.3(c) of the Developer Agreement]"*

Pathway means any conduit in the Site in, or to which, only Network Infrastructure is or is to be installed.

Pathway Works means the physical infrastructure and spatial requirements, including all pathways, conduits, cable trays, ducts, risers, cabinets, communications rooms, lead-in conduits and any other materials, to be designed and constructed by the Developer under this Agreement necessary to properly service the relevant Stage of the Development and to properly service all the Premises

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in that Stage with the Network Infrastructure. The Pathway Works form part of the overall construction works of the MDUs.

Pit and Pipe Works means the physical infrastructure, including all pits, pipes, conduits and any other materials, to be designed and constructed by, or on behalf of, the Developer under this Agreement that are necessary to properly service the Network Infrastructure.

Practical Completion means, in respect of any Stage of the Development, when:

(a) the Works are complete (except for any minor Defects that do not prevent the Works from being reasonably capable of being used for the intended purpose of the Works and that can be rectified without prejudicing the convenient use of the Works) and comply with the NBN Co Specifications;

(b) all documents and other information required under this Agreement, including as-built documentation in respect of SDUs and any other documents that have been requested by NBN Co or a Supplier (including as-built documentation in respect of MDUs) prior to the Date of Practical Completion, have been supplied to NBN Co or a Supplier;

(c) all payments due from the Developer to NBN Co have been paid in full, regardless of whether they relate to that Stage;

(d) where the Works comprise Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works), the Developer has provided to NBN Co acknowledgements from all owners of third party owned land on which any part of the Pit and Pipe Works are located, that ownership of the Pit and Pipe Works will vest in NBN Co upon Practical Completion free of all encumbrances; and

(e) where the Works comprise Pathway Works and, in respect of Horizontal MDUs, Horizontal MDU Pit and Pipe Works, the Network Infrastructure is able to be installed in the Pathway Works and the Horizontal MDU Pit and Pipe Works (as applicable) and a power supply is available at the Site.

Pre-Provisioning Certificate means a pre-provisioning certificate in substantially the same form as the following:

"Dear [name]

NBN Co and [insert developer's name] have entered into an agreement in relation to the installation of broadband infrastructure at [insert description of development].

Provided that [insert developer's name] complies with the terms and conditions of that agreement (including in relation to the construction of pit and pipe infrastructure at the development site), NBN Co will agree to procure the installation of broadband infrastructure at the development

NBN Co Limited"

Premises means, subject to clause 28.20(c):

(a) a single place capable of having its own physical address, at which a single end user may require broadband services; or

(b) a fire alarm line or an elevator telephone line that requires a connection to the national broadband network,

but does not include a unit within a Super Lot.

Proposed Estimated First Service Connection Date means, in respect of any Stage of the Development, the date notified by the Developer under clause 13(c).

Related Entity has the meaning given to it under the Building Code 2013.

Relevant Jurisdiction means the State or Territory in which the Site is located.

Reticulation Plan means a plan provided by NBN Co with a suggested layout for the pit and pipe, pathways and other Development features for utilization by the Developers in preparing Developer Designs.

Schedule 3 means Schedule 3 of the Telecommunications Act, and any associated instruments, including the Telecommunications Code of Practice 1997 and the Telecommunications (Low Impact Facilities) Determination 1997, as amended from time to time.

SDU or single dwelling unit means, subject to clause 28.20(b):

(a) a single building containing one Premises;

(b) a single building containing two Premises;

(c) two buildings, containing one Premises each; or

(d) a single building containing more than one Premises, each of which are on their own separate lot or title, whether they currently exist or are anticipated to exist, but does not include buildings that are part of a single strata, group, company or community title development.

SDU Charge means, with respect to a Stage, $600 multiplied by the number of Premises within SDUs within that Stage

SDU Final Charge means, with respect to a Stage, the SDU Charge for that Stage less the SDU Upfront Charge for that Stage.

SDU Upfront Charge means the amount yielded by applying the Upfront Portion to the SDU Charge.

Second Backhaul Charge means an amount equal to one third of the Backhaul Charge, being the second portion of the Backhaul Charge that is payable to NBN Co.

Site means the physical location of each Stage.

Stage means a stage, release or tranche of the Development the subject of an application submitted by the Developer in accordance with clause 6.

Sunset Date means the date being seven years after the date of this Agreement unless extended by written agreement of NBN Co and the Developer.

Supplier means any contractor, subcontractor, consultant or agent of NBN Co engaged to carry out the design, construction and/or installation of the Network Infrastructure.

Super Lots means any lots created by the Developer for the purpose of future subdivision that will be developed by a third party developer.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Third Backhaul Charge means an amount equal to one third of the Backhaul Charge, being the last portion of the Backhaul Charge that is payable to NBN Co.

Upfront Portion means the percentage identified in the Agreement Particulars as an upfront payment before commencement of works for each stage.

WHS Laws means all regulations, Laws, orders, codes, awards and proclamations of the Relevant Jurisdiction, including applicable Commonwealth legislation, relating to work health and safety.

WHS Plan means a written plan detailing the work health and safety practices to be adopted by the Developer, its officers, employees, agents, contractors, subcontractors and third party suppliers, to comply with the requirements of the WHS Laws and Australian/New Zealand Standard 4801, addressing, as a minimum, compliance with hazard and incident reporting, investigation and management, induction, training and emergency management.

Works means the Pit and Pipe Works, the Pathway Works and the Horizontal MDU Pit and Pipe Works (or any of them, as the context may require).

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Executed as an agreement by way of acceptance (communicated through electronic means by the Developer's authorised representative) of an offer made by NBN Co.

Master Developer Agreement – 30.05.13

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Part B – General Information about the Scheme and the Development

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Document B1

POWER OF ATTORNEY DISCLOSURE STATEMENT

1. Statement

This Power of Attorney Disclosure Statement is given by the Seller to the Buyer according to Section 219 of the *Body Corporate and Community Management Act 1997* ("the Act")

2. Buyer Gives Power of Attorney

Under the Contract of Sale ("the Contract") between the Seller and the Buyer for the lot described in Document 1.1 of Part A of the statement given by the Seller to the Buyer under the Act ("the Disclosure Statement"), the Buyer agrees to give a power of attorney ("Power of Attorney") to the Seller and each of the Seller's directors ("Attorney") effective from the settlement date of the Contract. The Body Corporate referred to in this statement is the body corporate of the proposed community titles scheme referred to in Document 1.1 of Part A of the Disclosure Statement.

3. Disclosure to Buyer

The Attorney discloses to the Buyer that the Power of Attorney to be given by the Buyer to the Attorney may only be exercised to enable the Attorney to:-

3.1 attend and/or vote in the name of the Buyer at meetings of the Body Corporate or the Committee of the Body Corporate ("the Committee");

3.2 complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee appointment form or representative appointment form and any notice relating thereto) to allow the Attorney to vote in the name of the Buyer at meetings of the Body Corporate or of the Committee;

3.3 nominating a person to be chosen for the Committee and vote in respect of choosing Committee Members;

3.4 vote on behalf of or change any vote or voting paper of the Buyer for any meetings of the Body Corporate or the Committee in respect of any motion or resolution for or relating to any one or more of the following:

(a) the granting of consent and recording of any new community management statement ("CMS") to facilitate the progressive development (or any of the other matters) identified in Schedule B of the CMS, including the adjustment of the contribution schedule lot entitlements and the interest schedule lot entitlements and the creation of additional lots and common property;

(b) the granting of consent to and recording of any new CMS to amend the by-laws to rectify an inaccuracy, defect, error or omission in any by-law contained in Schedule C of the CMS;

(c) the granting of consent to any new CMS to record allocations under any of the exclusive use by-laws contained in Schedule C of the CMS or to record any additional or replacement exclusive use by-law or plan of exclusive use or special right areas to facilitate the identification and/or allocation of exclusive use or special rights areas in the Community Titles Scheme ("the Scheme");

(d) the granting of consent to any new CMS to record allocations under any additional or replacement exclusive use by-law referred to above;

(e) the granting of consent for the affixing of the seal of the Body Corporate to a Form 14 Request to record any new CMS (referred to above) in the Department of Natural Resources and Water;

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(f) the granting of consent to any appeal to be lodged in the Planning and Environment Court under the *Local Government Planning and Environment Act 1990* pursuant to Section 54(5) of the Act, consequent upon the Local Government failing or refusing to endorse a community management statement notation within forty (40) days after the CMS or any new CMS (referred to above) is submitted to the Local Government for endorsement;

(g) the engagement of persons as a body corporate manager or service contractor for the Scheme or under a building management statement;

(h) engaging a person as a body corporate manager and any variation to such engagement including the engagement of a body corporate manager under terms similar to the proposed Administration Agreement in the Disclosure Statement;

(i) the engagement of a service contractor and any variation of such engagement including the engagement of a service contractor on terms similar to those in the proposed Caretaking Agreement in the Disclosure Statement;

(j) the authorisation of a letting agent and any variation to such authorisation including the authorisation of a letting agent on terms similar to those contemplated under the proposed Letting Agreement in the Disclosure Statement;

(k) the granting of or amendment of an occupation authority to a service contractor or letting agent;

(l) the fixing, adoption, variation or ratification (as the case may be) of budgets or of contributions to be levied by the Body Corporate;

(m) the composition and/or election of the members of the Committee;

(n) a proposal at a Committee meeting or a meeting of the Body Corporate with respect to the use of proxies by the original owner;

(o) the granting of consent to any deed or document to facilitate a transfer of a person's rights under an engagement as a service contractor or an authorisation as a letting agent and agreeing to waive any transfer fee that the Body Corporate may be entitled to;

(p) the issue of a continuing contravention notice under Section 182(2) of the Act or the issue of a future contravention notice under Section 183(2) of the Act;

(q) the issue of a notice under Sections 203(1) or (2) of the Act;

(r) an application to be made for an order of an adjudicator under Section 238(1) of the Act;

(s) an appeal to be lodged under Sections 289(2) or 304 of the Act;

(t) the commencement of a proceeding pursuant to Section 312(1) of the Act;

(u) any expenditure to make improvements to the common property;

(v) the issue of an authorisation to the owner of a lot (including the original owner) to make an improvement to common property including the installation, erection and/or construction of air-conditioning equipment, enclosures, carports, pergolas, fencing, screening, shutters, security devices or apparatus and awnings;

(w) any proposal by the Body Corporate to take any of the actions or steps to acquire amenities for the benefit of lot owners or to deal with body corporate assets;

(x) the purchasing or leasing or licensing or acquiring of Body Corporate Assets;

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(y) the grant of an easement over the common property or acceptance of an easement to benefit the Body Corporate and the amendment of any such easements;

(z) the amalgamation of the Scheme with another scheme and any new engagements or authorisations incidental to the amalgamation;

(aa) for the Body Corporate to enter into an agreement with another body corporate to allow the sharing of facilities of either Scheme and the amendment of any such agreement;

(bb) the appointment of a subsidiary scheme representative to represent the Scheme on the Principal Scheme's Body Corporate;

(cc) the amalgamation of two or more lots in the Scheme and/or the subdivision of one or more lots in the Scheme and the consent to a new CMS to facilitate the amalgamation or subdivision;

(dd) any matters that relate to a building management statement which affects the Scheme land (or any part of it) (including entry into, amendment or extinguishment of a building management statement);

(ee) nominating or electing the body corporate representative to the management group for a building management statement;

(ff) the excise or addition of common property from the Scheme or to be transferred to lots under a building management statement to facilitate boundary realignments;

(gg) granting the consent of the Body Corporate to the transfer or assignment of a service contract or letting authority which the Body Corporate is a party and agreeing to waive any transfer fee to which the Body Corporate may be entitled;

(hh) to resolve to enter into a Deed required under Section 116 of the Act and to sign such Deed;

(ii) granting permission to the Original Owner, its contractors and assigns to use parts of the common property for access, storage and other reasons that are incidental to carrying out works in the building necessary to develop, refurbish or redevelop the Scheme;

(jj) the entering into by the Body Corporate of a deed with the Original Owner in relation to the progressive development of the Scheme land;

(kk) register or withdraw from registration or amend in any way any easement benefiting or burdening the common property or to which the Body Corporate is a party to;

(ll) the transferring or incorporating of any additional land into the Scheme land and/or common property and/or the excision of any land from the Scheme land (including the common property) and the execution of any documents connected with this including any new community management statement;

(mm) the granting of any lease or licence to any person over part of the common property or the Body Corporate accepting a lease or licence over any land, including executing any amendment or variation of such lease or licence;

(nn) the execution of a building management statement which affects the Scheme land and the variation or extinguishment of a building management statement;

(oo) the Body Corporate entering into an agreement with any other owner of any neighbouring land in relation to the use of facilities on the neighbouring land or in relation to the use of facilities on the Scheme land;

(pp) the Body Corporate entering into covenant(s) with an appropriate authority on terms required by that authority; and

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(qq) the Body Corporate entering into a deed poll in favour of NBN Co Limited covenanting to abide by the terms of the Master Development Agreement.

3.5 complete, sign and lodge any written consent pursuant to Section 171(3) of the Act or relevant regulation module as may be required to facilitate and perfect the passing of any of the exclusive use by-laws contained in Schedule C of the first CMS (or any allocations thereunder) or as may be required to facilitate any additional or replacement exclusive use by-laws for the identification and/or allocation of exclusive use areas in the Scheme, consequent upon the Scheme being progressively developed (as identified in the first CMS);

3.6 convene a general meeting of the Body Corporate or a Committee meeting to consider any one or more of the matters referred to above; and/or

3.7 affix the seal of the Body Corporate to any document or paperwriting to facilitate one or more of the matters referred to above.

4. Effective Period

If at the time the buyer signs the Contract the lot is an existing lot the Power of Attorney is given by the Buyer to the Attorney for a period commencing on the settlement date of the Contract and expiring one (1) year after it is given or such later date as allowed under the Act. If at the time the buyer signs the Contract the lot is a Proposed Lot, the Power of Attorney shall be given by the Buyer to the Attorney for a period commencing on the settlement date of the Contract and expiring one (1) year after the Scheme is established or changed or such later date as allowed under the Act.

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Document B2
POWER OF ATTORNEY DEED

THIS DEED is made this day of 2015.

BY: _____[Name]

_____[Address]
("the **Buyer**")

IN FAVOUR OF: Tuggeranong Development Corporation Pty Ltd ACN 129 458 448 as trustee under instrument 711834053 of c/- Hickey Lawyers, Level 6 Corporate Centre One, Cnr Bundall Road & Slatyer Avenue, Bundall, Qld 4217

("the **Seller**")

AND: Each of the Seller's Directors.

5. **Appointment of Attorney**

In consideration of the Seller entering into a contract of sale ("Contract") with the Buyer, the Buyer (and if the Buyer is more than one person then jointly and severally) irrevocably appoints the Seller (and if the Seller is a company, each of its directors) severally as the Buyer's attorney(s) ("Attorney") to exercise the authority conferred on each Attorney under this Deed for the purposes and matters set out in the power of attorney disclosure statement given to the Buyer by the Seller ("Power of Attorney Disclosure Statement").

6. **Authority of Attorney**

Pursuant to that authority the Attorney(s) can sign all instruments and do all acts, matters and things as may be necessary for carrying out those powers as described in the Power of Attorney Disclosure Statement.

7. **Existing Lot**

If at the time the Buyer signs the Contract the lot referred to in the Contract was an existing lot then this power of attorney operates from the settlement date of the Contract and continues in effect for the maximum period permitted under the *Body Corporate and Community Management Act 1997* ("the Act").

8. **Proposed Lot**

If at the time the Buyer signs the Contract the lot referred to in the Contract was a proposed lot then this Power of Attorney operates from the settlement date of the Contract and continues in effect for the maximum period permitted under the Act.

SIGNED as a Deed

SIGNED by **the BUYER** in the presence of:) _____
) _____
)

_____
Witness Signature

_____
Name of Witness

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Document B3
Proposed Budget

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Boardwalk Burleigh Beach

PROPOSED 12 MONTH BUDGET	
Number of Lots:	128
Total Contribution Schedule Lot Entitlement:	10008
Total Interest Schedule Lot Entitlement:	10002
Administration Fund Contribution Per Contribution Schedule Lot Entitlement:	$37.77
Sinking Fund Contribution Per Contribution Schedule Lot Entitlement:	$19.44
Insurance Reimbursement (Building) per Interest Schedule Lot Entitlement:	$3.53

ADMINISTRATIVE FUND	AMOUNT	PER LOT	DESCRIPTION
Audit Fees	$2,432.00	$19.00	No audit first year
Bank Fees	$300.00		Transaction fees for levies, EFT
Cleaning Materials	$2,500.00		
Cleaning Windows	$14,000.00		Twice per annum; exterior windows not accessible from lots
Electricity	$200,000.00		Common property & individual occupiers
Electricity Recovered	($135,000.00)		Recovery from individual occupiers
Bulk Utilities Service Contracts	$16,648.00		One Utility. Billed Quarterly on behalf of BC by Meter2Cash
Bulk Utilities Service Contracts (Recoveries)	($14,848.00)		On Charged to individuals
Fee & Permits	$2,000.00		Lift Registration, Backflow Testing
Fire Control	$7,500.00		Servicing of fire systems 3 monthly inspection
Gas - Hot water	$600.00		Estimate CP hot water
Gross Pollution Trap	$1,000.00		GPT Hydrocarbon
Insurance - PL & DO	$10,639.25		$20M P.L. & $5M Directors/Office Bearers
Lift Agreement	$25,500.00		Comprehensive Maintenance Agreement 3 lifts
Lift Agreement - Warranty	($19,125.00)		9 Month Warranty Period (if applicable)
Manager/ Caretaker	$140,800.00	$1,100.00	Full Service Agreement
Manual Licensing Fee	$1,728.00	$13.50	Software license fee
Pest Control	$1,200.00		Common property only
Pool Chemicals	$4,500.00		
Printing Postage & Stationery	$7,680.00	$60.00	As per SSKB contract
Printing Postage & Stationery - Non Contract	$200.00		
Process BAS Statement	$1,140.00		Quarly report
R & M Airconditioning	$750.00		Common areas air conditioning - rubbish room, lift rooms
R & M Building	$5,000.00		Repairs such as touch up painting etc
R & M Electrical	$1,500.00		Replacement of light bulbs, repairs and maintenance etc
R & M Gardens & Grounds	$3,500.00		
R & M Facilities	$20,000.00		Allowance to Amenity beautification recommendations as per Caretaking
R & M Plant	$2,000.00		Repairs / servicing of plant equipment such as pumps
R & M Plumbing	$750.00		Repairs / adjustments
R & M Pool	$1,500.00		
R & M Lifts	$1,600.00		Repairs from move ins, up keep of curtains, non contract repairs
Rubbish removal	$150.00		Assumption Council Collection as rates, excess tip fees
Secretarial Fees	$17,280.00	$135.00	As per SSKB contract
Secretarial Fees - Non Contract	$1,000.00		
Set up Fees	$1,000.00		Establishment of electronic records, year 1 only
Security	$1,500.00		Replacement of keys, fobs, security cameras etc
Sundry Expenses	$2,000.00		
Stormwater Treatment Drain	$5,592.00		Agreement with Stormwater 360
Tax Return Fee	$350.00		Annual tax return
Telephone	$2,500.00		Lift Lines & Fire line
Telephone - Alarm Monitoring/ Management	$2,618.18		QFRS Agreement for Alarm Monitoring
Workers Compensation	$309.00		
Workplace Health & Safety Report	$1,000.00		Annual report covering common property

ADMIN FUND	AMOUNT
TOTAL OF ADMIN FUND (EX GST)	$343,593.43
GST	$34,359.34
TOTAL OF ADMIN FUND (INC GST)	$377,952.77

INSURANCE REIMBURSEMENT	AMOUNT	
TOTAL OF INSURANCE REIMBURSEMENT (EX GST)	$32,094.38	Based on a value of $42.8M
GST	$3,209.44	
TOTAL OF INSURANCE REIMBURSEMENT (INC GST)	$35,303.82	

SINKING FUND	AMOUNT	
SINKING FUND (EX GST)	$176,858.00	Based on Report by Star BMS
GST	$17,685.80	
SINKING FUND (INCL GST)	$194,543.80	

GRAND TOTAL	AMOUNT
TOTAL (EX GST)	$552,545.81
GST	$55,254.58
TOTAL (INCL GST)	$607,800.39

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Document B4
Proxy Form

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BCCM **Form 6**

Queensland Government

ABN: 13 846 673 994

Department of Justice and Attorney-General

Proxy form for body corporate general meetings

Body Corporate and Community Management Act 1997

This form is effective from 29 August 2011

Section 1—Body corporate secretary details

Name .....

Address of scheme 70-72 THE ESPLANADE

Suburb BURLEIGH State Q L D Postcode 4 2 2 0

Section 2—Authorisation

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.

Note:

If there is insufficient space please attach separate sheets.

Name of owner 1 .....

Signature ..... Dated:

D D / M M / Y Y Y Y

Name of owner 2 .....

Signature ..... Dated:

D D / M M / Y Y Y Y

Lot number/s ..... Plan number SP 278154

Name of scheme BOARDWALK BURLEIGH BEACH

CMS number .....

Appoint (*full name*) .....

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

(please tick **one**)

☐ The general meeting to be held on D D / M M / Y Y Y Y

☑ All general meetings held before D D / M M / Y Y Y Y

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

Signature of proxy holder ..... Dated: D D / M M / Y Y Y Y

Residential address .....

Suburb ..... State ☐☐☐ Postcode ☐☐☐☐

Postal address .....

Suburb ..... State ☐☐☐ Postcode ☐☐☐☐

Body Corporate and Community Management Act 1997 S.102 • Form 6 • V7 • August 2011

Body Corporate and Community Management (Accommodation Module) Regulation 2008 S. 106

Body Corporate and Community Management (Commercial Module) Regulation 2008 S. 75

Body Corporate and Community Management (Standard Module) Regulation 2008 S. 108

Body Corporate and Community Management (Small Schemes Module) Regulation 2008 S. 55

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Document B5
Product Disclosure Statement

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BOARDWALK

BURLEIGH BEACH

PRODUCT DISCLOSURE STATEMENT

1. Introduction

1.1 Date

This Product Disclosure Statement ("**PDS**") is dated 2 June 2015.

1.2 Issuer

This PDS is issued by **Tuggeranong Development Corporation Pty Ltd ACN 129 458 448 as Trustee** (the "**Vendor**") as developer of the **Boardwalk Burleigh Beach** CTS (the "**Complex**").

1.3 Preliminary Comments

This PDS contains important information. You should read this PDS carefully and read it in full. This PDS does not take into account your investment objectives, financial situation or particular needs.

The Vendor intends to cause the Body Corporate of the Complex to authorise a person or entity to conduct a letting and Lot management business from the Complex ("the **Manager**").

This PDS outlines arrangements in respect of the purchase of the Lot and the letting & property management of a lot in the Complex. Your Lot will be placed in a letting pool if you enter into an agreement with the Manager for the letting and management of your Lot (the "**Lot Management Agreement**").

1.4 Updated Information

Information contained in this PDS may change from time to time. If the change will be materially adverse, the Manager will issue a supplementary product disclosure statement. However if the change will not be materially adverse, then a supplementary product disclosure statement will not be issued. Contact the Manager if you require any further information.

1.5 Terminology

(a) In this PDS certain defined terms are used. Defined terms are set out in Schedule 1 to this PDS.

(b) References to **Sections** are to sections in this PDS.

1.6 Vendor's Details

Vendor	**Tuggeranong Development Corporation Pty Ltd ACN 129 458 448 as Trustee**
Registered Office	5/28 Eyre Street, KINGSTON ACT 2604

1.7 The Manager will be a person or entity appointed by the Vendor. The Vendor may appoint itself (or an associated or related entity) as the Manager.

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2. Why am I Given a Product Disclosure Statement?

2.1 This PDS contains important information for purchasers who buy a lot in the Complex and wish to enter into a Lot Management Agreement with the Manager.

2.2 The Manager may invite you to make your Lot available to the Manager to form part of the letting business proposed to be conducted from the Complex for providing accommodation and other services to tenants in accordance with the Lot Management Agreement. This enables you to earn income from your Lot by participation in the letting business. This arrangement, and arrangements provided for in the Lot Management Agreement constitutes the "**Scheme**".

2.3 In general terms, the Scheme is a "managed investment scheme" within the meaning of the *Corporations Act 2001 (Cth)*. Normally a managed investment must be registered with ASIC.

2.4 There are certain exemptions from registration given for managed investment schemes. It is a requirement of the exemption applicable to the Scheme that a person who buys a lot in the Complex and enters into a Lot Management Agreement is given a PDS before they enter into binding obligations. This PDS is given to you to comply with the requirements of that exemption and to provide information to you in relation to the Scheme.

2.5 It is important for you to be aware that you may choose to:

(a) not let out your Lot;

(b) appoint a letting agent other than the Manager (but if you do not appoint the Manager you and your tenants will not be entitled to use the services and facilities provided by the Manager); and/or

(c) place your Lot in the letting pool with the Manager for periods of time which you select.

2.6 You may be provided with this PDS by an appointed real estate agent or lawyer of the Manager or the Vendor.

3. Who Should I Consult for Advice?

3.1 You should consider whether to consult:

(a) an investment advisor who is either an Australian Financial Services Licensee or an authorised representative of an Australian Financial Services Licensee;

(b) a taxation advisor; and/or

(c) a lawyer,

before making a decision to buy a lot in the Complex or become a member of the Scheme.

4. Overview

If you intend to let your Lot through the Manager, the offer is made up of the following:

(a) you will retain ownership of your Lot, but your right to occupy and use your Lot will be subject to the rights of the Manager under the Lot Management Agreement; and

(b) under the Lot Management Agreement you will have certain rights of personal use of your Lot detailed in the Lot Management Agreement.

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5. Main Features, Terms and Conditions

5.1 In general terms, when you enter into a Contract of Sale to buy the Lot you are buying a lot which will be part of a strata scheme. If you enter into a Lot Management Agreement the Lot will then be let as part of the Scheme.

5.2 The main features of the Scheme are:

(a) the Manager will be appointed as the caretaker of the Complex under the Caretaking Agreement (it is proposed that the Caretaking Agreement be for a term of **25** years;

(b) the Manager will also be appointed as the letting agent of the Complex under the Letting Agreement (it is proposed that the Letting Agreement be for a term of 25 years. This means that the Manager is authorised by the Body Corporate to act as the letting agent in respect of the Complex;

(c) under the Caretaking Agreement, Letting Agreement and other arrangements made between the Body Corporate and the Manager, the Manager may have the right to use the common property of the Complex (and may have exclusive use and/or special rights in relation to parts of the common property) to conduct its letting business and other businesses permitted to be operated by the Manager under the Letting Agreement;

(d) you may, at your discretion, engage the Manager to manage and let out your Lot on your behalf;

(e) if you engage the Manager to manage and let out the Lot on your behalf then you will retain freehold ownership of the Lot but your right to use and occupy the Lot will be subject to the Manager's right to let the Lot as detailed in the Lot Management Agreement;

(f) it is proposed that the Manager will manage the Complex from an office in or nearby the Complex. The Manager will be responsible for carrying out caretaking duties to maintain the common property within the Complex by agreement with the Body Corporate. The Manager may also conduct other business from the Complex such as:

(i) tour and booking services; and

(ii) other services which may commonly be provided in an accommodation Complex;

(g) if required by law, the Manager will be licensed under the *Property Occupations Act 2014* to let residential property.

5.3 The main terms and conditions of the offer or invitation for you to purchase the Lot and participate in the Scheme are:

(a) the Lot is offered to you for the price and on the general terms and conditions described in the Contract of Sale provided to you by the Vendor;

(b) you may, at your discretion, engage the Manager to manage and let out your Lot on your behalf on the terms set out in the Lot Management Agreement; and

(c) you are under no obligation to engage the Manager. You may engage another licensed agent to let and manage your Lot on your behalf.

5.4 Both you and the Manager will have duties and responsibilities under the Lot Management Agreement.

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6. What am I Buying?

In general terms, when you enter into the Contract of Sale you are agreeing to buy what is commonly known as the strata title lot in a building. The lot the subject of this purchase is or will be under construction and is not a registered lot in the Complex. More details are contained in the Contract of Sale.

7. What is the Cost of the Lot I am Buying and What Fees, Charges, Expenses and Taxes are Associated with the Scheme?

7.1 The costs you will incur in purchasing the Lot include the following:

(a) the purchase price as specified in the Contract of Sale;

(b) stamp duty;

(c) the costs of your lawyer or conveyancer if you use a lawyer or conveyancer;

(d) if you are obtaining a loan to purchase the Lot, you may also be required to pay your financier's costs which may also include stamp duty and government charges;

(e) the fee for transferring the title to your name; and

(f) if you engage other consultants to advise you about the purchase, you may also be required to pay their costs.

7.2 The costs you will incur in entering into the Lot Management Agreement include the following:

(a) the costs of your lawyer (if any) or other consultant you engage to advise you;

(b) the costs of furnishing your Lot; and

(c) the fees, charges, expenses and taxes referred to clause 7.3.

7.3 If you choose to join the Scheme and appoint the Manager to let and manage your Lot, the fees, charges, expenses and taxes that may be payable by you include:

(a) fees, charges and expenses payable to the Manager in accordance with the Lot Management Agreement;

(b) income tax from any return received by you (and any other tax if you withdraw from the Scheme including capital gains tax payable upon any capital gain achieved upon the sale of the Lot);

(c) expenses involved in furnishing and maintaining your Lot in a state suitable to be let by the Manager under the terms of the Lot Management Agreement including acquiring and installing (and keeping installed) a quality furniture package in the Lot to a standard and style required by the Manager. You will also be required to contribute to a fund for the purpose of providing a source of money for repairs, replacement or refurbishment of the contents. These costs could impact upon the return you obtain from participating in the Scheme;

(d) Body Corporate levies in respect of the Complex (for the administration fund, sinking fund and special levies). These Body Corporate levies will be determined by the Body Corporate from time to time. The main factor that will affect the amount of these liabilities will be the cost of administering the Body Corporate and the costs of maintaining the common property within the Complex (in terms of the administration fund) and the costs of major repairs and maintenance of the common property in the Complex (in terms of the sinking fund); and

(e) local authority rates and charges as well as ambulance levies, fire service levies and land tax.

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7.4 You should be aware of, and take advice on, the implication of the Goods and Services Tax in relation to the Lot Management Agreement and your participation in the Scheme.

8. Furnishing the Lot

8.1 If you enter into a Lot Management Agreement you may be required to acquire and install (and keep installed) a quality furniture package in the Lot to a standard and style required by the Manager.

8.2 If you fail to furnish your Lot in a manner satisfactory to the Manager then the Manager may (subject to the terms of your Lot Management Agreement) be entitled to:

(a) terminate the Agreement; or

(b) elect not to let the Lot until the Lot has been satisfactorily furnished.

9. What are the Risks and Returns of Your Investment in the Scheme?

9.1 The operation of the Scheme aims to generate returns for you and other investors by the Manager letting out the Lot and the lots of other owners.

9.2 These returns will be calculated and made available to you in accordance with the terms of the Lot Management Agreement.

9.3 You are not guaranteed or promised by the Vendor or the Manager that you will receive a particular rate of return from the Scheme.

9.4 The Vendor or the Manager is not aiming to achieve any particular rate of return.

9.5 You should **not** expect any particular return. There may be a negative return (where costs, fees and expenses exceed income). If there is a negative return, you will be required to pay the amount of the negative return to the Manager.

9.6 Returns from the Scheme **are** uncertain.

9.7 The main factors that will affect the level of return are:

(a) occupancy levels in the Complex;

(b) there could be changes in the law that require the Manager to alter the way the Scheme operates which in turn may reduce the future earnings achieved by the Scheme;

(c) if you use your Lot;

(d) an increase in fees, taxes, rates, levies, body corporate levies and other costs in relation to your Lot and the Scheme;

(e) competition from similar or alternative types of accommodation;

(f) the standard and presentation of the Complex; and

(g) the standard and presentation of your Lot.

9.8 The main factors that will affect occupancy rates are:

(a) the demand for the particular class and style of accommodation;

(b) transport costs to and from the Complex;

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(c) seasonal matters and economic matters that affect the tourism industry and the local economy in which the Complex is located;

(d) competition from alternative forms of accommodation; and

(e) the standard and presentation of the Lot and the Complex.

All of the above factors are risks that may affect the level of return and you should consider these seriously before deciding to purchase the Lot and become a member of the Scheme.

9.9 Neither the Vendor or the Manager suggest a minimum period of time that your investment should remain in the Scheme.

9.10 If the rights of the Manager to use part of the common property of the Complex cease to be made available to the Manager, it is likely that there would be a reduction in the amount which you receive from your Lot under the Scheme by way of net rental income. It is not possible to calculate the amount of any such loss. The rights of the Manager may cease to be available if either the Caretaking Agreement or the Letting Agreement were terminated due to the default by the Manager, or by the election of the Manager.

10. Telephone Connection

10.1 There may be a facility for Owners of lots that are subject to a Lot Management Agreement to connect to a PABX telephone system that will be operated by the Manager.

10.2 If the lot is not subject to a Lot Management Agreement, the usual telephone connection circumstances will apply and connection to the Lot will need to be installed by a telephone utility provider at your cost, the cost of which is unknown.

10.3 The telephone equipment installed in the Lot as part of any PABX telephone system may be owned or leased by the Manager. If you choose to connect to any PABX telephone system, telephone calls to and from the Lot via the PABX telephone system as well as hire charges may be charged by the Manager. These costs are currently not known. Details will be available from the Manager at the time of electing to connect to the PABX telephone system.

11. Services to the Lot

11.1 Certain services to the Lot, such as electricity, air conditioning, water and hot water may be provided to the Lot on a "pooled" basis. If services are provided to the Lot (and other lots) on this basis then the consumption of services by the relevant lot may not be separately measured by a meter and the costs of the service will not be calculated based on the relative consumption by the occupier of the lot. The costs of the relevant service may be pooled with other lots which are also subject to a Lot Management Agreement and paid for in accordance with the Lot Management Agreement.

11.2 The Body Corporate may engage a service contractor (which may be the Manager) to manage, on behalf of the Body Corporate, the bulk purchase of services, the distribution of services to lots in the Complex, meter reading and the distribution and recovery of costs from the owners of lots in the Complex.

11.3 If the Lot is subject to a Lot Management Agreement, then the access device to the Lot may be owned by and under the control of the Manager. If the Lot is not subject to a Lot Management Agreement then the Owner of the Lot must, at its cost, install a lock or other access device to the Lot, if not already installed.

11.4 If the Lot is not subject to a Lot Management Agreement then other services which may be provided by the Manager such as room service, mini-bar service, in-house movie service and any other services which may be provided by the Manager will not be made available to the Lot.

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12. Branding of the Complex

12.1 At the date of this PDS, the Complex is not proposed to be branded under any particular brand. However, the Vendor may enter into an agreement with a third party whereby the Complex will be branded.

12.2 Should the Complex be branded, the branding of the Complex may change from time to time. You agree that the Complex may cease to be operated under any particular brand and may commence being branded under another brand.

12.3 Where the Complex is branded, it is a possibility that neither you or the Body Corporate will have any right or interest in the name or brand under which the Complex operates and in which circumstance you must not to do anything which would adversely affect the name or brand under which the Complex operates.

12.4 The Vendor does not make any representation or warranty that where the Complex is branded the owner of the brand will have any involvement in the operation and/or management of the Complex or Scheme and that the operation of the Complex or Scheme under the brand (if any) will increase the expected returns from the operation of the Scheme.

13. Obtaining Information

13.1 The Vendor can be contacted at its registered office shown in this PDS.

13.2 Relevant information available to a prospective owner is contained in this PDS, the Disclosure Statement, the Contract of Sale, the Caretaking Agreement and the Letting Agreement.

13.3 Any plans and other illustrations provided to you by or on behalf of the Vendor are merely indicative of how the Complex may be constructed and are subject to change.

13.4 If you enter into a Lot Management Agreement, the Manager will report to you through:

(a) reports that the Manager is obliged to make under the Lot Management Agreement; and

(b) the reports that the Manager is bound to make to the Body Corporate under the Letting Agreement and the Caretaking Agreement.

14. Not a Registered Scheme

14.1 You should note that you do not have the benefit of the protection that applies to investors in a regulated Managed Investment Scheme and that, in particular:

(a) the Scheme is **not** a registered Scheme; and

(b) the Vendor does not and the Manager will **not** have a Financial Services Licence.

15. Cooling-Off Period

15.1 Under the *Property Occupations Act 2014* ("PO Act"), purchasers of lots in the Complex will have a five business day cooling off period commencing on the day the Buyer (or its agent, lawyer or personal representative) receives a signed copy of the Contract of Sale for the purchase of the lot, in the form and manner required by PO Act, or if that day is not a business day, the cooling off period commences on the first business day after the Buyer (or its agent, lawyer or personal representative) receives a signed copy of the Contract of Sale for the purchase of the lot, in the form and manner required by PO Act. The Buyer may terminate the Contract of Sale during that cooling off period by giving a signed and dated notice to the Seller (or the Seller's agent) indicating the Buyer's wish to terminate the

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Contract of Sale. The Seller may retain a termination penalty equal to 0.25% of the purchase price of the Lot if the Buyer terminates the Contract of Sale during the cooling off period. The cooling-off period may be waived by the provision of a certificate signed by the Buyer's lawyer.

16. Taxation Implications

16.1 The Vendor does not represent that there will be any particular taxation benefits or risks if you participate in the Scheme.

16.2 Generally you will be required to include in your income tax return amounts of assessable income you receive in connection with your investment in the Scheme and your ownership of your Lot.

IMPORTANT NOTE

It is not possible to give an exhaustive statement of the taxation implications for you if you invest in the Scheme. Because of this, you are strongly advised to seek advice from your accountant, financial adviser or taxation professional before you decide to participate in the Scheme. **The Manager and Vendor are not qualified to give taxation advice** and any information which has been provided is intended to be of a general nature only. The Manager and Vendor do not intend for you to rely upon this information.

17. Sale of Management Rights

17.1 The Manager may sell the right to be the Manager and will receive money or other consideration in return. It is possible to sell the right to the Caretaking Agreement and the Letting Agreement (which is commonly know as the "management rights").

17.2 The Manager may assign its interest in the Lot Management Agreement, subject to compliance with PO Act.

18. Withdrawal from the Scheme, Ending the Lot Management Agreement

18.1 The Lot Management Agreement will provide that either you or the Manager can withdraw from the Scheme by giving the other 30 days written notice. If you terminate under this provision, you must honour any bookings made before your withdrawal from the Scheme.

18.2 You may sell the Lot. If you do, the purchaser may, at its discretion, enter into a management agreement in like terms to the Lot Management Agreement with the Manager or agree to be bound by the Lot Management Agreement entered into by you. The Purchaser may be obliged to honour forward bookings and you may be liable for damages if the Manager suffers a loss due to the forward bookings not being honoured.

IMPORTANT DISCLAIMER

None of the Manager or Vendor nor any expert (or any of their lawyers or advisers) gives any advice as to whether any person should invest in the Scheme and does not in any way guarantee or assure the return of any investment, any tax deduction with respect to the investment, or the performance of the investment generally.

Although the Vendor has tried to provide accurate and complete disclosure in relation to the Scheme, the terms of the PDS do not cover every aspect of the Scheme. The PDS is merely a summary and you should read the whole of the Contract of Sale and Lot Management Agreement and seek independent advice before signing the Contract of Sale or a Lot Management Agreement.

Unless specifically stated otherwise, any financial comparisons or an indication of any return that may be expected from this Scheme or that are being experienced by another scheme are indicative examples only and should not be relied upon as the basis for buying a unit. Because of the uncertain

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nature of returns, no warranty or representation can be made by the Vendor or Manager in relation to income or returns for the Scheme. Anyone who relies upon representations in relation to income or returns for the Scheme does so at their own risk.

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SCHEDULE 1

Terms Used in this Product Disclosure Statement

In this PDS, the terms shown below have their meaning shown opposite them unless the context otherwise requires –

Act	means the *Body Corporate and Community Management Act 1997* and any applicable regulation module.
ASIC	means the Australian Securities and Investment Commission.
Body Corporate	means the body corporate for the Complex established under the Act.
Caretaking Agreement	means a caretaking agreement between the Manager and the Body Corporate as referred to in Section 5.2.
Complex	means that part of the building defined by the scheme land of the Body Corporate that the Lot forms part of.
Contract of Sale	means the contract for the sale of the Lot between you and the Vendor.
Disclosure Statement	means a disclosure statement given in accordance with section 213 of the Body Corporate and Community Management Act 1997.
Exemption	means, in respect of the Scheme, ASIC Class Order 02/305.
Letting Agreement	means a letting agreement between the Manager and the Body Corporate as referred to in Section 5.2.
Lot	means the lot you purchase in the Complex.
Owner	means one or more owners of one or more lots in the Complex.
PDS	means this Product Disclosure Statement.

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