Caretaking agreement

The Avenues

Body Corporate for The Avenues CTS 19609

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Details

This caretaking agreement made by way of deed is dated:

24 March 2017

Parties

BODY CORPORATE FOR THE AVENUES COMMUNITY TITLES SCHEME 19609 a body corporate formed under the Body Corporate and Community Management Act 1997 (Act) of 73-87 Caboolture River Road, Morayfield, Queensland (**Body Corporate**)

THORNETON AVENUE PTY LTD ACN 138 411 159 of 20/73-87 Caboolture River Road, Morayfield, Queensland (**Caretaker**)

KEYZAN PTY LTD ACN 068 592 763 of 20/73-87 Caboolture River Road, Morayfield, Queensland (**Lot Owner**)

PETER WILLIAM HALES AND PETULA PAMELA HALES of 20/73-87 Caboolture River Road, Morayfield, Queensland (**Guarantor**)

Background

A The Body Corporate wishes to provide for the control and management of the Complex and the maintenance, caretaking and repair of the Common Property.

B The Body Corporate will appoint the Caretaker which will accept such appointment to so assist the Body Corporate as a service contractor and to perform the Caretaking Duties.

C The Caretaker is a service contractor as that term is defined in the Act.

Operative part

1 Definitions

1.1 In this Agreement except where inconsistent with the context words used which are defined in the Act will have the meaning so defined and the following terms will have the following meanings:

(a) **Associate**: if the Caretaker is a company, its directors, substantial shareholders and its management staff, or if the Caretaker is a partnership, the partners and management staff of the partnership;

(b) **Caretaker's Unit**: Lot 22 in the Scheme;

(c) **Caretaking Duties**: those duties which the Caretaker must perform under this Agreement;

(d) **Commencement Date**: 5 April 2017;

(e) **Complex**: the Lots and Common Property comprised in the Scheme and being the complex known as The Avenues situated at 73-87 Caboolture River Road, Morayfield, Queensland 4506;

(f) **Common Property**: the freehold land forming part of the Scheme land but not forming part of a lot included in the Scheme and includes all property of the Body Corporate located on the common property, but does not include any Exclusive Area;

(g) **Committee**: the committee of the Body Corporate elected or appointed under the Act;

(h) **Controller**: the natural person or persons who in the reasonable opinion of the Body Corporate hold effective control of the relevant company;

(i) **C.P.I.**: 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;

(j) **Exclusive Area**: any part of the Common Property in respect of which any person, Owner or Lot, has a lease or exclusive use;

(k) **Further Term**: 10 years commencing 5 April 2032 and ending 4 April 2042;

(l) **Lots**: lots in the Scheme;

(m) **Management Rights:** has the meaning given to the term "management rights" in the Act;

(n) **Market Adjustment Dates**: 5 April 2019 and during the Term and the Further Term each 5th anniversary of 5 April 2019;

(o) **Market Remuneration**: such remuneration as shall be determined a person as agreed by the parties (**Expert**), as being the appropriate remuneration payable to the Caretaker having regard to the remuneration payable to other persons in similar positions to the Caretaker;

(p) **Maximum Expenditure**: $1,000.00;

(q) **Nominee**: the person nominated by the Body Corporate under clause 7.1;

(r) **Owners**: registered owners of Lots and includes mortgagees in possession;

(s) **Remuneration**: For the first year of the Term, $101,430.22 exclusive of GST, increased by the same percentage of that amount as the last percentage increase in the CPI for one year as last recorded by the Commonwealth Statistician and after that as calculated under this Agreement, however pending calculation and re-adjustment of this amount, the remuneration shall be $8,452.52 per calendar month;

(t) **Scheme**: the Community Titles Scheme for the Complex and under which the Body Corporate was created;

(u) **Term**: 15 years from the Commencement Date, terminating on the Termination Date;

(v) **Termination Date**: 4 April 2032; and

(w) **Work of a specialist nature**: work that can only be performed by licensed tradesmen according to the law or which requires the use of specialised tools or equipment of a kind not usually required for caretaking purposes.

2 Interpretation

In the interpretation of this Agreement unless the context otherwise requires:

(a) Words denoting any gender include all other genders.

(b) Words denoting persons include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporate, and vice versa.

(c) References to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns.

(d) Any obligation on the part of two or more persons is deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.

(e) Words expressing the singular include the plural and vice versa.

(f) Headings are included for convenience only and do not affect the interpretation of this Agreement.

(g) References to sections, clauses, recitals, schedules and annexures are to sections and clauses of and recitals, schedules and annexures to this Agreement.

(h) References to this Agreement are to this Agreement as amended supplemented or varied from time to time.

(i) References to any document or agreement includes all references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time.

(j) Expressions cognate with expressions defined in clause 1 are to be construed accordingly.

(k) References to dates and times are to Brisbane time.

(l) References to "$" and "dollars" are to Australian dollars.

(m) Recitals to this Agreement are to be read as and form part of this Agreement.

(n) References to writing include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form.

(o) References to any legislation includes any legislative provision which amends, extends, consolidates or replaces it and any orders, regulations, instruments, proclamations or other subordinate legislation made under it.

(p) References to institutes, associations, bodies and authorities whether statutory or otherwise will, if it ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to refer to the institute, association, body or

authority established or constituted in its place or which substantially succeeds to its powers or functions.

(q) No rule of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Agreement or any part of it.

Unless application is mandatory by law, any legislation present or future will not apply to this Agreement so as to abrogate, extinguish, impair, delay or otherwise prejudicially affect the exercise or enjoyment of any rights given or accruing to any party.

3 Appointment And Term

3.1 The Body Corporate appoints the Caretaker for the Term to look after the Common Property from the Commencement Date.

3.2 If there is not, at the time the Caretaker gives notice under this clause nor at the Termination Date, an outstanding breach of this Agreement by the Caretaker entitling the Body Corporate to terminate it, the Caretaker may by giving written notice to the Body Corporate at any time before the Termination Date, extend or renew this Agreement or the term of it for the Further Term, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause 3.2 which will be deleted and except that the Remuneration for the first year of the Further Term will be calculated in accordance with clause 4.

3.3 The Caretaker:

(a) accepts the appointment;

(b) will look after the Common Property as required by this Agreement;

(c) will perform the Caretaking Duties; and

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

4 Remuneration

4.1 When there is not a review of the Remuneration under clause 4.2, the Remuneration will be increased on the anniversary of the Commencement Date each year during the Term and the Further Term by the same percentage of the previous year's Remuneration as the last percentage increase in the C.P.I. for one year as last recorded by the Commonwealth Statistician immediately before the year in which the Remuneration is to be reviewed, subject to clause 4.5.

4.2 The Remuneration will be increased on the Market Adjustment Dates:

(a) by such amount agreed on between the parties within 30 days after each Market Adjustment Date; but

(b) failing agreement, by the greater of:

(i) an increase to the Market Remuneration; or

(ii) the increase in the CPI in accordance with clause 4.1,

but only if one party has given notice to the other party in writing, not less than 3 months prior to the relevant Market Adjustment Date, that there is to be a review under clause 4.2. If such notice is not given the opportunity for a review under clause 4.2 lapses until the following Market Adjustment Date.

4.3 Where there is to be a market review under clause 4.2(b)(i), the parties must:

(a) appoint the Expert within 60 days after the relevant Market Adjustment Date; or

(b) if an Expert cannot be agreed by the parties, submit an application to the President for the time being of the Real Estate Institute of Queensland or his or her nominee for a determination of the Market Remuneration within 90 days of the relevant Market Adjustment Date,

failing which the opportunity for a review under clause 4.2 lapses until the following Market Adjustment Date.

4.4 Any increased Remuneration under this clause will be backdated to the commencement of the relevant adjustment date of the Term or the Further Term, but until such determination is made, the Body Corporate must continue to pay Remuneration on the basis of clause 4.1 and any increase will be credited to the Caretaker once the determination is made.

4.5 Despite clauses 4.1 and 4.2, the Remuneration for any year will never be less than the Remuneration for the previous year.

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

4.7 The Body Corporate must pay to the Caretaker in addition to the Remuneration a further amount equal to the Remuneration multiplied by the statutory rate of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999*) prevailing at the time of payment.

4.8 The Remuneration is paid only for the Caretaking Duties and not for any letting or ancillary services which the Caretaker or any other entity provides.

5 Caretaker's duties

5.1 The Caretaker must perform the performance of the duties in this clause. The Caretaking Duties may be carried out by the Caretaker, its agents, delegates or employees.

5.2 In addition to any specific duties set out in any schedule to this Agreement, the Caretaker must do the following as reasonably required:

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

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

(c) maintain and clean any swimming pool, spa and/or sauna;

(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;

(g) maintain the lawns, gardens and shrubs, which duty includes watering, fertilising, weeding, mulching and top dressing; and

5.3 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 5.2 or for any services to, or work to be carried out to, the Common Property including without limitation:

(a) specialist cleaning, repairs, maintenance or other work in relation to the Common Property;

(b) cleaning of 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.

5.4 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; and

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

(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;

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

(iii) 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, sauna, spa or tennis court;

(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) 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;

(i) maintain and keep open an office as a reception for the caretaking business during such hours as the Caretaker reasonably considers necessary;

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

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

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

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

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

6 Expenses

6.1 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 and consumables necessary to enable the Caretaker to perform the Caretaking Duties; and

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

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

6.3 The Body Corporate must reimburse the Caretaker for any of the Caretaker's monies spent under clause 6.1 or 6.2 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 Agreement 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 to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.

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

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

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

(c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and

(d) that the assignee, or if it be a company it or its Controller becomes the registered owner of, or otherwise acquires the right to occupy, the Caretaker's Unit.

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 will be regarded as an assignment requiring approval under this clause 8.

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

9 Termination

9.1 The Body Corporate may terminate this Agreement 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 Agreement, 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 a company, becomes subject to any form of external administration referred to in the Corporations Law; or

(e) 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 Agreement may be terminated by the Caretaker at any time upon the Caretaker giving the Body Corporate three months written notice of the termination.

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 Agreement 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;

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

(d) if sent to an electronic address when it becomes capable of being retrieved by that person at that electronic address.

11 Caretaker's Unit

11.1 The Caretaker must, or if it is a company it or its Controller must, own or otherwise have the right to occupy the Caretaker's Unit.

11.2 If, under clause 11.1, the registered owner of the Caretaker's Unit is some person or persons other than the Caretaker, the Caretaker must if requested by the Body Corporate procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Caretaker) to be bound by the terms of this Agreement as far as they relate to the Caretaker's Unit.

11.3 If the Body Corporate gives its consent under clause 8 to an assignment of the Caretaker's interest in this Agreement, the Caretaker or the owner of the Caretaker's Unit will be permitted to sell the Caretaker's Unit so that upon such assignment and sale, there will be compliance with clause 11.1.

12 Costs

Each party must pay their own costs in relation to the preparation and execution of this agreement, however the Caretaker will pay any stamp duty on it.

13 Severance

13.1 If any provision of this Agreement 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 Agreement, that provision is to be severed from the remainder of the provisions of this Agreement and will be deemed never to have been part of this Agreement. The remainder of the provisions of this Agreement will remain in full force and effect unless the basic purposes of this Agreement are defeated.

13.2 It is not the intention of the parties that any of the Caretaking Duties should constitute the Caretaker a body corporate manager pursuant to section 14 of 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.

13.3 If as a result of the operation of this clause 13 or otherwise, it proves impossible to determine the nature or extent of the Caretaking Duties, the Caretaking Duties shall be determined by an adjudicator pursuant to the dispute resolution provisions of the Act, this Agreement shall be amended accordingly and clause 9.2 will still operate.

14 Further assurance

14.1 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 Agreement.

15 Governing law

15.1 This Agreement 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.

16 Warranty of authority

16.1 Each person signing this Agreement:

(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 Agreement in that capacity.

17 Surrender of previous agreement

17.1 The parties acknowledge and agree that as and from the Commencement Date, the Caretaking Agreement dated 26 June, 2004 between the Body Corporate and Raymond George Willson and June Rosemary Willson is surrendered and terminated.

18 Occupation authority

18.1 In accordance with the Act and the applicable Regulation Module, the Body Corporate authorises the Caretaker to have the exclusive use and occupation of that part of the Common Property identified on the plan or plans attached to this Agreement for all purposes necessary to enable the Caretaker to carry out the Caretaking Duties and perform its obligations under this Agreement.

19 Where Caretaker is a corporation

19.1 If at any time the Caretaker under this Agreement is a corporation of any kind whatever, then it shall be the responsibility of the Caretaker to ensure at all times an adequate number of its officers, servants or agents are available to carry out the Caretaker's Duties and functions under this Agreement.

19.2 If at any time the Caretaker under this Agreement is a corporation of any kind whatever, and there is any alteration to the board of directors or any alteration in the beneficial ownership or issue of further shares in the share capital of the Caretaker or any holding company of the Caretaker which in the reasonable opinion of the Committee of the Body Corporate alters the effective control of the Caretaker from the control at the date of this Agreement, then such change in control of the Caretaker shall be deemed to be an assignment of this Agreement and the provisions of clause 8 shall apply.

20 Lot owners deed

20.1 The parties acknowledge and agree that this clause and the covenants contained in it comprise and operate as a deed as prescribed under Section 116(2)(b) of the Act.

20.2 This clause only operates if a Deed is required to be entered into between the Body Corporate and the Lot Owner pursuant to Section 116 of the Act.

20.3 The Lot Owner is the owner of the Caretaker's Unit and is the lot holder pursuant to, and as that term is defined in, the Act.

20.4 The Lot Owner agrees to transfer the Lot Owner's interest in the Caretakers Unit, in accordance with the arrangements provided for in this Deed, if the Caretaker is required to transfer the Management Rights under Division 8 of Part 2 of Chapter 3 of the Act.

20.5 The Lot Owner, as the registered owner of the Caretaker's Unit:

(a) agrees to transfer its interest in the Caretaker's Unit if the Body Corporate gives the Caretaker a valid transfer notice under Section 140 of the Act;

(b) must do all that is required to ensure that the transfer of the Caretaker's Unit under this clause occurs contemporaneously with the transfer of the Management Rights;

(c) agrees, in relation to the Caretaker's Unit, to follow and comply with the procedures set out in Division 8 of Part 2 of Chapter 3 of the Act, so that upon any transfer under that Division of the Management Rights, the Caretaker's Unit is also transferred; and

(d) authorises the Body Corporate to act in its place if it does not comply with its obligations under this clause.

20.6 Nothing in this Deed implies or requires that Division 8 of Part 2 of Chapter 3 of the Act applies to this Agreement or to the Management Rights.

21 Guarantee

21.1 In consideration of the Body Corporate, at the request of the Guarantor, entering into this Agreement with the Caretaker, the Guarantor hereby agrees with the Body Corporate as follows:

(a) The Guarantor guarantees:

(i) performance by the Caretaker of its obligations under this Agreement; and

(ii) the payment of all loss and damage recoverable by the Body Corporate from the Caretaker.

(b) This Guarantee will be a continuing Guarantee and will not be affected or avoided in any way by:

(i) any agreement or arrangement made between the Body Corporate and the Caretaker;

(ii) any alterations or variations to the rights and obligations of either the Body Corporate or the Caretaker;

(iii) the granting of any time or other indulgence or forbearance by the Body Corporate to the Caretaker or to the Guarantor;

(iv) the making of any composition with or waiver of any breach or default by the Caretaker; or

(v) the neglect or forbearance of the Body Corporate to enforce the provisions of this Agreement or of this Guarantee;

it being the intention that this Guarantee be unconditional and absolute in any and all circumstances.

(c) The obligations of the Caretaker the performance of which are hereby guaranteed apply for as long as Thorneton Avenue Pty Ltd ACN 138 411 159 remains the Caretaker under this Agreement.

(d) The Body Corporate will be at liberty to regard the Guarantor in all respects as a principal debtor and will not be obliged to take action first against the Caretaker.

(e) The obligations of the Guarantor will not merge or be deemed to have merged in any judgment obtained by the Body Corporate against the Caretaker.

(f) In the event of any term of this Agreement not being enforceable against the Caretaker as principal whether by reason of any legal limitation, disability or incapacity the Guarantor will be responsible under this Guarantee as though the Guarantor was solely or principally liable as the Caretaker under the Agreement.

(g) The Guarantor waives in favour of the Body Corporate, the Caretaker and any other person any estate or assets so far as necessary to give effect to anything contained in this Guarantee.

21.2 As a separate and independent obligation and for the consideration referred to the Guarantor hereby agrees to indemnify the Body Corporate from all claims suffered or incurred by the Body Corporate by reason of the Caretaker's default in observing or performing the Caretaker's obligations under this Agreement and the preceding provisions of this clause will apply to this indemnity.

Schedule 1 Caretaking Duties

Duty	Frequency
Barbecues and outdoor entertaining areas	
Check barbecues daily, clean barbecue plates as required Specifics:- Check and clean.	Weekly
Deweb, dust, hose (when no water restrictions apply) and clean accessible areas of barbecue and picnic pergolas Specifics:- Does not include cleaning of areas that exceed a fall height of two metres or requires access via a ladder of platform. Duty applies to the three covered pergolas and includes removal and cleaning of the light covers.	Weekly
Wipe and clean tables, chairs and associated furniture with suitable cleanser Specifics:- Keep furniture in a safe and serviceable condition, report any damaged or missing furniture.	Weekly
Sweep, hose (when lawful), mop and clean barbecue floor areas Specifics:- Check daily and spot clean any fats or spillages with a suitable cleanser. Duty includes three covered pergolas and any high pressure water cleaning as necessary.	Weekly
Management administrative services	
Attend Committee meetings, extraordinary meetings and annual general meetings Specifics:- Prepare a report for each committee meeting, forward report at least 7 days prior to meeting to enable Committee Members sufficient time to review report prior to the meeting.	Six Monthly
Be available to liaise with Committee Representative and attend to relative common property issues Specifics:- Liaise personally or by phone/email with the nominated Committee Representative or Body Corporate Manager as required or requested during normal business hours	Weekly
Carry out regular complex inspections and report to the Committee Specifics:- Report on matters requiring repair or creating a hazard or danger that involves expenditure of money in excess of the Maximum Expenditure or use by the Caretaker of any Body Corporate funds.	Monthly
Check and endorse as correct for payment any accounts operated on behalf of the Committee Specifics:- Check and verify invoices/accounts (stamp & sign). Forward originals to Body Corporate for approval and payment. Maintain a copy on file on-site.	Monthly
Clear, sort and re-direct unclaimed mail Specifics:- Return any unclaimed mail to Post Office if no forwarding address has been provided.	Weekly

Duty	Frequency
Maintain a register of Common Property assets and equipment including a service record of any maintenance or repairs Specifics:- Keep equipment in good order and repair, arrange servicing at required or recommended intervals	Monthly
Monitor the observance of the by-laws by those using the common property or within a Lot Specifics:- Advise/caution (where possible) any Owner/resident/tenant including guests, servants, employees, agents, children, invitees and licensees of any noticed or reported breach on common property or within a Lot. Report consistent breaches to the Committee for further action	Daily
Arrange all materials and supplies necessary to carry out the caretaking duties to generally maintain the Common Property Specifics:- Applies to purchases within the Manager's/Caretaker's spending limit. Seek approval from the Committee prior to sourcing materials or supplies that exceed the spending limit or would incur additional costs in obtaining such materials or supplies	Monthly
Prepare and submit invoice for reimbursement of out-of-pocket expenses, pay COD Suppliers Specifics:- Pay COD suppliers in a manner requested. Provide original invoices as proof of purchase of supplies for use in common property areas.	Monthly
Source quotations that are requested by the Committee for repairs, specialist maintenance or any specialist consultant reports Specifics: Source tenderers and contractors, meet and discuss job and quote requirements, provide job specifications as agreed by the Committee to ensure consistency and accuracy of quotes, recommend contractor, communicate with the Committee, notify successful tenderer and arrange for work to be done.	Monthly
Maintain and keep open an office as a reception for the caretaking business during such hours as the Caretaker reasonably considers necessary Specifics:- Be available or contactable on-site at all reasonable times when the office is unattended or in case of emergencies.	Weekly
Common area toilets and associated facilities	
Check common area toilets, clean and service facilities. Specifics:- Re-stock consumables. Empty rubbish bin and replace bin liner. Wipe doors and handles.	Daily
Deweb, wipe down and clean all other tiled or painted walls Specifics:- Check daily. Clean light fittings, ventilation grills, etc, remove cobwebs.	Weekly

Duty	Frequency
Compliance management	
Obtain and record a Certificate of Compliance/Occupier's Statement from the service contractor, make available on demand Specifics:- Copy of Certificate to be displayed in a prominent place. Records to be maintained in a way that will preserve them in the event of a fire. Occupiers Statement can be sent via email to: occupierstatement@emergency.qld.gov.au	Annually
Obtain and record Certificate of Compliance for swimming pool, make available on demand Specifics:- Report any non-compliance issues with the pool fencing and gates, instigate procedures to have the faults rectified immediately. Lock pool facility if necessary for safety reasons until compliance is achieved. Make certificate available upon request.	Annually
Engage a qualified consultant to review and update the Workplace Health & Safety Plan Specifics:- Instigate any new strategies recommended in the plan as directed by the Body Corporate.	Annually
Driveways, car park areas and entrances	
Blowervac/sweep/hose (when no water restrictions apply) and clean street entrance, driveways and visitor carparks Specifics:- Ensure gutters and drains are clear and clean.	Weekly
Monitor all resident's/tenant's and visitor's vehicle parking and security Specifics:- Advise Resident/Tenant/Visitor (where possible) of any breach of the By-laws. Record any persistent breaches in a log book for referral to the Committee for further action.	Weekly
Pick up and dispose of litter from entrances, driveways and carpark areas Specifics:- Randomly check throughout the day when in the area performing other duties to ensure roadways & car park area's remain in a clean and tidy condition	Daily
Spot clean driveway and car park oil and grease spills and drips Specifics:- Clean any fresh oil leaks as soon as possible when noticed or reported to prevent permanent staining or spreading via vehicle or pedestrian traffic. Duty applies to common property only.	Monthly
General areas	
Check and clean building letter boxes, dispose of junk mail Specifics:- Duty performed an average of five times per week on mail delivery days. Wipe over face of letter boxes, check rubbish bin and empty.	Weekly
Check and maintain fences and retaining walls Specifics:- Remove any graffiti, keep in a clean and tidy condition, arrange any major repairs.	Monthly

Duty	Frequency
Infrastructure administrative services	
Arrange and supervise the testing of installed water back-flow devices Specifics:- Service to be performed by a qualified and registered plumber. Testing required to comply with Australian Standard AS 2845.3	Annually
Maintain a register of the complex's plans and specifications Specifics:- Make "as built" plans available to contractors/service personnel upon request when on-site for repairs or maintenance. Maintain a master register to record any changes, additions or relocations effected by contractors to any common property infrastructure such as electricals, plumbing works or irrigation, and attach relevant plans showing new locations as appropriate.	Quarterly
Monitor and record the testing and tagging of common property pluggable appliances Specifics:- Service to be performed to the Standard; AS/NZS 3760:2010 "In-service inspection and testing of electrical equipment".	Annually
Monitor, provide access and record the testing of Residual Current Devices by a qualified inspector Specifics:- Sign contractor "in" and "out" and provide access for the service contractor to complete the services. Report to the Committee any notified faults or defects that require further repair or maintenance.	Annually
Monitor, provide access and record the testing of fire extinguishers Specifics:- Ensure the contractor signs "in" and "out" when attending the complex. Maintain a log recording the date of each test. AS 1851-2005 Section 15.4	Six monthly
Monitor, provide access and record the maintenance and testing of fire hydrants including any internal & external boosters Specifics:- Ensure hydrant covers are clear of soil and vegetation and clearly marked/painted for ease of identification. Record date of inspection in a Log.	Six monthly
Monitor, provide access and record the maintenance of the Water Tanks and associated equipment Specifics:- Duty applies to the rainwater tank and associated pump and equipment.	Annually
Lawns, gardens and landscape features	
Arrange and supervise contractors for the pruning and cutting back of trees Specifics:- Applies to trees and palms that exceed a fall height/working height of two metres as per Workplace Health and Safety Regulations	Annually
Carry out major seasonal pruning and thinning out of shrubs and gardens Specifics:- Carry out heavy pruning of accessible trees, shrubs and plants by about 1/3 in August. Fertilise after pruning. Thin out gardens to prevent overcrowding of plants.	Six Monthly

Duty	Frequency
Prune, trim and shape all plants and shrubs, clean up and dispose of trimmings to rubbish collection point Specifics:- Instigate a pruning program to ensure all plants and shrubs are pruned on a rotational basis at least once per month, clean up and dispose of trimmings. Duty applies to accessible plants and shrubs that can be accessed without the use of ladders, platforms, etc as per WH&S Regulations & includes hedges.	Weekly
Fertilise all common area lawns Specifics:- Fertilise in Spring and Autumn. In between applications, lightly feed regularly (6 - 8 week intervals) with a fertiliser high in Nitrogen and Potassium. Duty also applies to all common property garden areas.	Six Monthly
Mow all lawns in the common areas of the complex Specifics:- Progressively raise mower cutting height leading into Winter so as to leave about 50mm of leaf during winter months. Duty includes trimming edges and blowing clean.	Fortnightly between September & April, three weekly at other times
Pick up and dispose of litter, dead foliage, fronds and branches from lawns and gardens Specifics:- Pick up dropped palm fronds, branches, blown in rubbish, cigarette butts, etc, from lawns and garden areas, tidy gardens when required.	Daily
Re-mulch garden beds as required Specifics:- Instigate a mulching program to ensure all gardens are mulched on a rotational basis at least once per year. Mulch to be provided at the cost of the Body Corporate.	Annually
Replace and/or replant damaged plants, or shrubs Specifics:- Remove and replace any diseased or dead plants. Ensure replacement plants are within the same theme as the current garden style. Relocate poorly positioned plants and shrubs to new or more suitable growing areas. Refer to the Landscape Plan [if any].	Six Monthly
Spray and control weeds in gardens and along fence lines, paved areas, etc Specifics:- Includes gardens along adjoining footpaths. Do not apply sprays during windy conditions or prior to impending rain.	Monthly
Top dress and level small problem areas in common area lawns Specifics: Top dress areas of lawn requiring levelling to keep turf even for mowing	Six Monthly
Spray all common area lawns regularly for the eradication of Bindi, clover and other weed growths Specifics:- Treat weeds in winter months before they germinate and drop seeds back into the soil. Repeat applications frequently in order to kill weeds that have germinated after previous spraying.	Quarterly

Duty	Frequency
Mowing of 'top field' lawns during spring/summer warmer months Specifics:- Lawns to be mown weekly to ensure the maximum height of the grass will not exceed 80 mm. Minimum height of 25 mm. Duty performed weekly October to April inclusive (average of 29 mows) and is applicable to the Top Field. Duty includes trimming edges and blowing clean.	Weekly
Mowing of 'top field' lawns during autumn/winter cooler months Specifics:- Lawns to be mown fortnightly to ensure the maximum height of the grass will not exceed 80 mm. Minimum height of 30 mm. Duty performed fortnightly May to September inclusive (average of 11 mows) and is applicable to the Top Field. Duty includes trimming edges and blowing clean.	Fortnightly
Common area lighting and electrical switchboard	
Adjust lighting and power timers as may be necessary to meet required lighting times or following power failures Specifics:- Includes but not limited to pool filter timers and complex signage to meet seasonal requirements. Check street lighting, etc after power failures.	Quarterly
Check common area lights, replace any faulty accessible bulbs/tubes Specifics:- Carry out the maintenance and cleaning of common area lights that are accessible without the need for special access equipment. Replace any blown bulbs, arrange any specialist repairs.	Weekly
Maintenance, repairs and services	
Arrange, provide access and monitor common area pest control Specifics:- Place out notices to advise Owners/residents/guests/visitors of pending chemical spraying. Duty applies to the quarterly spraying of the pool and associated areas re spiders.	Quarterly
Arrange, provide access and supervise the high pressure cleaning of driveways, walkways, entrances and paved areas Specifics:- Obtain quotes from independent contractors on behalf of the Body Corporate when required or as instructed by the Body Corporate. Duty relates to roadside kerbs, roundabouts & common property driveways.	Annually
Arrange, provide access and supervise the update of complex signage or line marking as required Specifics:- Duty applies to [but not limited to] the various complex signage such as; use of facilities [pool & bbq], roadway signs, directional signage, speed limits, car parking bays [including disabled signage], drain grates [WHS yellow type], bollards, etc	Six Monthly
Carry out minor repairs and maintenance to common property that do not require the services of a licensed tradesperson/contractor Specifics:- Applies to repairs and maintenance that can be performed by unskilled persons using basic hand tools and can be completed in less than thirty minutes. Arrange any repairs that require the services of a licensed Tradesperson/Contractor.	Weekly

Duty	Frequency
Check, clean and ensure all storm water drains and gutters are clear and free Specifics:- Ensure grates are in sound condition and firmly in place. Check that the storm water drains are operational and arrange for any repairs [blockages or similar].	Monthly
Instruct, provide access and liaise with contractors/tradesmen when on-site for repair work Specifics:- Ensure all contractors provide a "Safe Work Plan". Confirm contractor's licenses, registrations, insurance certificates, etc. Ensure contractors abide by the current WH & S Regulations.	Monthly
Carry out inspection and prepare a report on any noticeable deterioration of the building or associated plant and equipment Specifics:- Report to the committee on any noticeable deterioration that may require further investigation by a qualified building consultant	Monthly
Arrange and supervise a contractor for termite inspection and control Specifics:- Keep the base of any timber structures clear of soil and garden mulch that could provide access to termite infestation. Provide access to contractor as is necessary.	Annually
Outdoor swimming pool and associated areas	
Check and ensure correct pump operation, maintain the operation of the automatic chlorinator Specifics:- Check for any leaks or unusual noises in the pumps or motors, check the chlorinator and adjust when required. Arrange any specialist repairs.	Weekly
Check, empty and service pool skimmer baskets as required Specifics:- Regularly clean skimmer baskets with a suitable cleaning agent to remove build-up of suntan lotions, body fats, etc that restricts flow and harbor disease. Duty performed on average twice weekly.	Weekly
Check filter pressure and backwash pool filter and top up pool as required Specifics:- Maintain the correct pool water level after backwashing. Backwash pool after heavy rain to reduce pool water back to correct level.	Weekly
Check pool safety fencing, test and lubricate gate mechanisms Specifics:- Check gates are self-closing, lubricate and adjust if required. Remove any climbable objects within 900mm of pool fence. Duty performed daily in conjunction with other tasks.	Weekly
Deliver pool sample to pool shop for comprehensive testing Specifics:- Water sample to be delivered to qualified swimming pool water testing facility (eg. pool shop) for comprehensive testing and supply of required chemicals. Add chemicals to pool following testing as per specific instructions.	Weekly
Maintain pool equipment, equipment room and chemical storage facility in a clean and tidy condition Specifics:- Ensure chemicals are stored correctly and have Material Safety Data Sheets (MSDS) available. Store chemicals on shelving and off the floor	Monthly

Duty	Frequency
Maintain shade sails in a clean and tidy condition, check and ensure safety of sail mounting points. Specifics:- Check vertical posts for deterioration or damage and paint condition. Tension sail when required. Arrange for cleaning by suitably equipped contractor when required.	Monthly
Remove floating and suspended matter from pool using scoop net Specifics:- Remove any leaves or floating rubbish that may stain the pool surface or clog the skimmer. In the event of an issue involving faecal matter (or similar serious issue) the manager's duty is restricted to; removal of the faecal matter (where possible), closure of the facility & calling contractor for proper chemical treatment.	Daily
Scrub swimming pool waterline to remove build-up of suntan lotions and body fats, etc Specifics:- Use a cleaning agent that will remove built-up suntan lotions, body fats, etc. Cleaning may be required more frequently during periods of extreme temperatures or high usage.	Monthly
Sweep, hose (when lawful) and clean pool surrounds Specifics:- Check randomly throughout the day to ensure area remains in a clean and tidy condition.	Daily
Test, record and adjust swimming pool chemical balance (chlorine & pH only) Specifics:- Test results to be recorded in a Log	Daily
Vacuum and clean pool Specifics:- Vacuum pool performed on average twice weekly.	Weekly
Clean outdoor shower. Specifics:- Wipe shower fittings (tap & rose) and disinfect or sanitise the tiled area including the floor.	Daily
Rubbish disposal	
Clean up spillage of refuse and broken glass left by garbage collection contractor Specifics:- Duty applies to the general waste and recycle bins after collection by contractor truck.	Weekly
Collect and dispose of complex excess rubbish to Council Rubbish Tip Specifics:- Remove excess waste to the Council Tip on a weekly basis or more frequently during periods of high growth or heavy pruning times	Weekly
Security and emergency services	
Carry out evening security check of complex and facilities Specifics:- Lock facilities, identify any security breaches, vandalism or damage. Record in a log for reporting to Body Corporate for further action.	Daily

Duty	Frequency
Carry out morning security check of complex and facilities Specifics:- Unlock facilities, identify any security breaches, vandalism or damage. Record in a log book for reporting to Body Corporate for further action.	Daily
Maintain register of master keys, unit keys, cards/fobs under management control Specifics:- Check key cabinet each evening to ensure all keys are accounted for. Sign keys "out" and "in" to lawfully authorised persons as required. Liaise with the Locksmith and provide written authorisation for the cutting/provision of replacement or extra keys recorded on the master key system.	Monthly
Workplace health and safety	
Maintain a log and notify Workplace Health and Safety QLD of any notifiable accidents or incidents Specifics:- Record any notifiable accident or incident. An incident is notifiable if it arises out of the conduct of a business or undertaking and results in death, serious injury or serious illness of a person or involves a dangerous incident. Log other incidents for Body Corporate record.	Weekly
Conduct a site induction for all maintenance Contractors Specifics:- Including obtaining proof of insurance policies, licenses, Safe Work Plans, electrical compliance (test & tag). Induction applies to contractors entering site for the first time. Induction to be repeated annually with all tradespersons/contractors.	Monthly
Require all Contractors that provide services to the Body Corporate to sign "in" and "out" when entering and prior to leaving the site. Specifics: Maintain a visitor/contractor sign in register to be signed upon arrival and departure. Indemnity proof all new contractors including review of insurance policies, licenses expiries, test & tag of electrical appliances, etc (review of each contractor performed annually).	Weekly
Maintain a register of all chemicals and hazardous materials used and stored on-site Specifics:- Store chemicals/hazardous materials off the floor on shelving, provide Material Safety Data Sheets (MSDS). Keep MSDS for all chemicals/hazardous materials in the storage facility and a copy on file at Reception.	Quarterly
Report any identified hazards to the Committee for further instructions, take remedial action where necessary Specifics:- Take remedial action immediately including isolating the hazard/area. Arrange and supervise the rectification of the hazard as instructed by the Body Corporate. Keep records of reported hazards for 6 years.	Monthly

Execution page

Executed as a deed:

THE COMMON SEAL of THE BODY CORPORATE FOR THE AVENUES COMMUNITY TITLES SCHEME 19609 was affixed pursuant to a resolution of the Body Corporate in the presence of two officers who certify that they are the proper officers of the Body Corporate to affix that seal)

.....
Signature

DAVID SPITTLE CHAIRPERSON
.....
Name and designation

.....
Signature

RENEE KAY TENNANT
.....
Name and designation TREASURER

EXECUTED by THORNETON AVENUE PTY LTD ACN 138 411 159 in accordance with the Corporations Act by authority of its director(s))

.....
Signature of Director

PETER P HALES
.....
Name of Director (block letters)

THORNETON AVENUE PTY LTD A.C.N. 138 411 159 The Common Seal of

.....
Signature of ~~Director/Secretary/Sole~~ Director & Secretary*
*delete whichever is not applicable

PETER HALES
.....
Name of Director/Secretary/Sole Director & Secretary*
(block letters)
*delete whichever is not applicable

EXECUTED by KEYZAN PTY LTD ACN 068 592 763 as Lot Owner in accordance with the Corporations Act by authority of its director(s))

.....
Signature of Director

PETER HALES
.....
Name of Director (block letters)

.....
Signature of Director/Secretary/Sole Director & Secretary*
*delete whichever is not applicable

PETULA P HALES
.....
Name of Director/Secretary/Sole Director & Secretary*
(block letters)
*delete whichever is not applicable

SIGNED SEALED AND DELIVERED by PETER WILLIAM HALES as Guarantor in the presence of:)

.....
Witness

JOHN WALLIS
.....
Name: (block letters)

.....

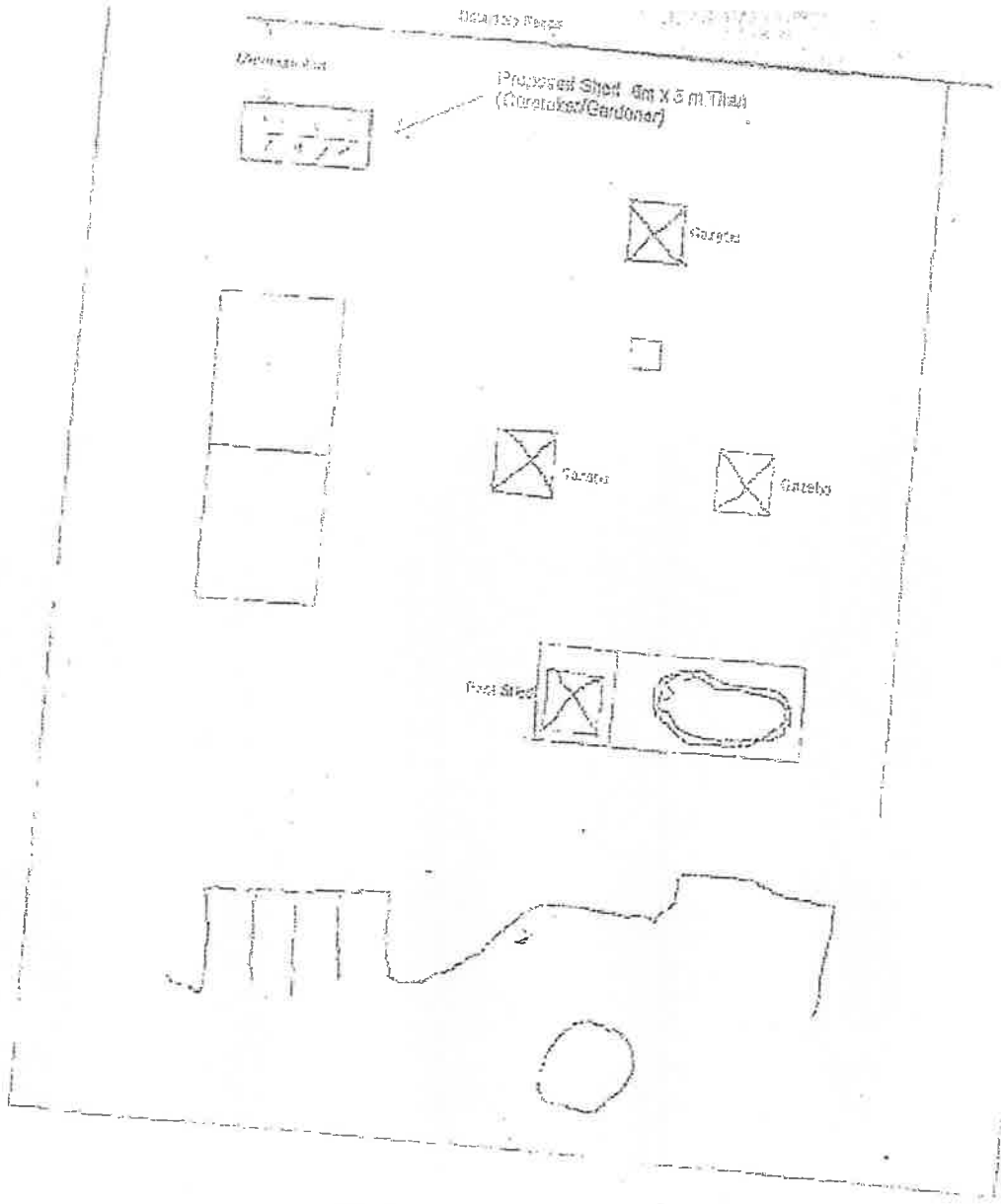
SIGNED SEALED AND DELIVERED by PETULA PAMELA HALES as Guarantor in the presence of:)

.....
Witness

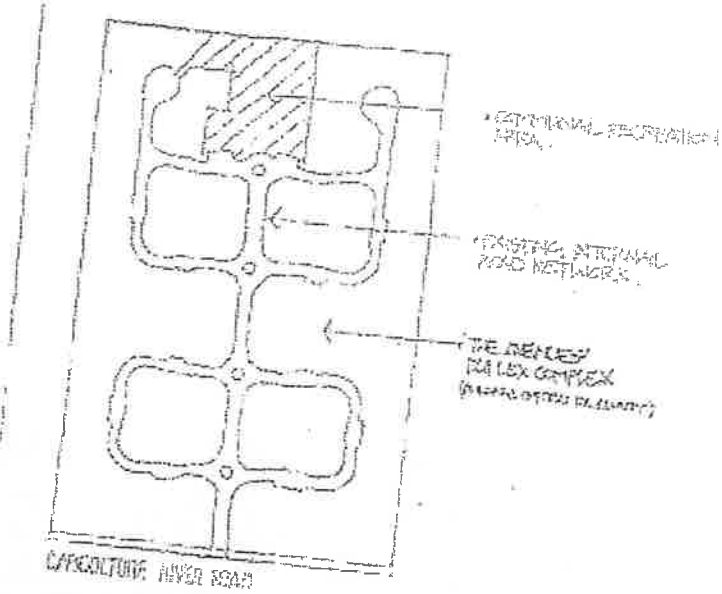
JOHN WALLIS
.....
Name: (block letters)

.....

Occupation Authority Plan



Site Plan



KEY PLAN

Site Plan of Proposed Titan Shed 6m x 3m to be built on Common Property (Communal Recreation Area) at "The Avenues" CTS 19609

83-87 Caboolture River Rd
MORAYFIELD QLD 4506

30/11/2006