Caretaking & Letting Agreement

Aspley Outlook CTS 23093

Body Corporate for the Aspley Outlook Community Titles Scheme 23093 Document details

#Caretaker name to be inserted#

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Details

This caretaking and letting agreement is made by way of Deed and is dated: 2018

Parties

BODY CORPORATE FOR THE ASPLEY OUTLOOK COMMUNITY TITLES SCHEME 23093 a body corporate formed under the Act care of Body Corporate Services, Level 3, 88 Jephson Street, Toowong, Queensland (**Body Corporate**)

[#*Manager's company name and address to be inserted*#], Queensland (**Manager**)

[#*Name of lot owner*#] Queensland (**Lot Owner**)

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 has appointed the Manager as a service contractor to perform the Manager's Duties and the Manager accepts such appointment as a service contractor and to perform the Manager's Duties.

C The Body Corporate has the power to enter into an agreement for the provision of Letting Services.

D The Body Corporate authorises the Manager to provide the Letting Services and to conduct the Letting Business.

E The Manager is a service contractor and letting agent as those terms are defined in the Act.

F In consideration of the Body Corporate entering into this Agreement at the request of the Lot Owner, the Lot Owner guarantees the obligations of the Manager under this Agreement.

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) **Act**: *Body Corporate and Community Management Act 1997*;

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

(c) **Body Corporate Assets**: the registered Body Corporate assets of the Scheme;

(d) **By-laws**: the by-laws as registered in the Scheme's Community Management Statement;

(e) **CCTV Camera Security System**: means the closed circuit television security system installed at the Scheme and includes any expansion, replacement or addition to any such system or to any similar device or apparatus which the Body Corporate may, from time to time, install for the purposes of monitoring any part of the Scheme and includes any Gated Access Security System;

(f) **Commencement Date**: [#*to be inserted once known*#];

(g) **Complex**: the Lots and Common Property comprised in the Scheme and being the complex known as the Aspley Outlook Community Title Scheme;

(h) **Common Property**: the Common Property as defined by the Act and which is the responsibility of the Body Corporate to maintain, and includes all property of the Body Corporate located on the Common Property, but does not include any Exclusive Area;

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

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

(k) **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;

(l) **Exclusive Area**: any part of the Common Property in respect of which any person, Owner or Lot, has a lease, licence or exclusive use, but an Exclusive Area is not such an area which is:

(i) used for carparking;

(ii) not enclosed;

(iii) accessible to the Manager; and

(iv) an area which the Body Corporate is responsible to keep cleaned and maintained;

(m) **Further Term**: 5 years commencing [#*to be inserted once known*#] and ending [#*to be inserted once known*#];

(n) **Gated Access Security System**: means any system or mechanism installed at the Scheme, whether or not in existence at the Commencement Date, for the purposes of restricting or granting access to the Scheme Land by way of an automated gate or similar apparatus and includes any expansion, replacement or addition to such system or to any similar device or apparatus which the Body Corporate may, from time to time, install for the same or similar purpose;

(o) **Guarantor**: Lot Owner;

(p) **Letting Business**:

(i) the provision of the Letting Services;

(ii) sale of Lots;

(iii) the hiring of equipment or items the Manager considers desirable and that are not contrary to the interests of the Body Corporate and the Owners;

(iv) the supply of PABX, internet, pay television and / or any other utility services (if any) as is agreed from time to time between any Owner and the Manager; and

(v) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Complex and/or which the Manager wishes to provide;

(q) **Letting Services**: the long term letting of Lots ;

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

(s) **Management Rights:** has the meaning given to that term in the Act;

(t) **Manager's Duties**: those duties which the Manager must perform under this Agreement;

(u) **Manager's Unit**: Lot 13 in the Scheme or such other Lot as the Committee may approve in writing;

(v) **Maximum Expenditure**: $500.00 or such other higher or lower amount that the Committee directs from time to time;

(w) **Minor Repairs and Maintenance**: repairs or maintenance involving works that:

(i) will not exceed 30 minutes to complete;

(ii) do not involve specialist hand or power tools;

(iii) do not need be undertaken from a ladder or any elevated platform;

(iv) are not of an aesthetic nature (e.g.: painting, plastering, rendering, etc) so as not to detract from the appeal of the Common Property;

(v) are not related to licensed services (e.g.: hydraulic, mechanical, structural, chemical, electrical or fire protection); and

(vi) could not potentially place the Manager in any psychological or physical danger;

(vii) require the services of a Skilled Tradesperson.

(x) **Nominee**: the person nominated by the Body Corporate under Clause 7.1;

(y) **Option Period**: means the period:

(i) commencing 6 months prior to; and

(ii) ending 3 months prior to,

the expiry of the Term or Further Term as the case may be.

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

(aa) **Recreation Facilities**: all improvements on, or any part of, the Common Property to be used for leisure or recreation purposes including, without limitation, BBQ cooking plates, benches, seating areas, the toilet block and surrounds any swimming pool, sauna, spa or tennis court;

(bb) **Remuneration**: [#*to be advised*#] for the first year of the Term and after that as calculated under this Agreement;

(cc) **Residents**: includes Owners, tenants, occupiers of Lots and their guests and invitees;

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

(ee) **Second Further Term**: 5 years commencing [#*to be advised*#] and ending [#*to be advised*#];

(ff) **Skilled Tradesperson**: includes without limitation, a person who requires a licence, consent or other form of approval to conduct the relevant activity;

(gg) **Term**: 10 years from the Commencement Date, terminating on the Termination Date; and

(hh) **Termination Date**: [#*to be advised*#].

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, Backgrounds, Schedules and Annexures are to sections and clauses of and Backgrounds, 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) background to this Agreement is to be read as and form part of this Agreement;

(n) references to writing include typing, 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; and

(r) 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 Manager for the Term to perform the Manager's Duties and to look after the Common Property and grants to the Manager the right to provide the Letting Services and conduct the Letting Business.

3.2 The Manager:

(a) accepts the appointment;

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

(c) will perform the Manager's Duties; and

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

3.3 If there is not, at the time the Manager gives notice under this Clause nor at the Termination Date, an outstanding breach of this Agreement by the Manager entitling the Body Corporate to terminate it, and the Manager gives written notice to the Body Corporate during the Option Period before the Termination Date of its intention to extend or renew this Agreement or the term of it for the Further Term, then this Agreement or

the term of it will be extended or renewed for the Further Term otherwise upon the same conditions as are contained in this Agreement with the exception of this Clause 3.3 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.

3.4 If there is not, at the time the Manager gives notice under this Clause nor at the expiry of the Further Term an outstanding breach of this Agreement by the Manager entitling the Body Corporate to terminate it, and the Manager gives written notice to the Body Corporate during the Option Period of its intention to extend or renew this Agreement or the term of it for the Second Further Term, then this Agreement or the term of it will be extended or renewed for the Second Further Term otherwise upon the same conditions as are contained in this Agreement with the exception of this Clause 3.4 which will be deleted and except that the remuneration for the first year of the Second Further Term will be calculated in accordance with Clause 4.

4 Remuneration

4.1 The Remuneration will be increased on each anniversary of the Commencement Date during the Term, the Further Term and the Second 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 4.2.

4.2 Any adjusted remuneration under this Clause will be backdated to the commencement of the relevant adjustment date of the Term, the Further Term or the Second 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 Manager once the determination is made.

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

4.4 The Body Corporate must pay to the Manager 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.

4.5 The Remuneration is paid only for the Manager's Duties and not for any letting or ancillary services which the Manager or any other entity provides.

5 Manager's Duties

5.1 The Manager must carry out and perform the duties in the manner and at the minimum frequency set out in Schedule 1 to this Agreement.

5.2 In addition to the specific duties set out in Schedule 1 to this Agreement, the Manager must as reasonably required in relation to the Complex:

(a) subject to any obligations of owners of Lots in the Scheme under a By-law, maintain, repair and keep clean the Complex ensuring that it is managed, maintained, repaired and kept clean so as to ensure that it is kept in first class order and repair (consistent with the high quality and standard of the Scheme), and do all things necessary or in the opinion of the Manager desirable to protect the interests of the Body Corporate in respect of the Complex;

(b) ensure that all new Residents are provided with a copy of the By-laws and monitor the observance of the By-laws of the Body Corporate by Residents and advise the Body Corporate (and keep a detailed log) of any serious or persistent breaches of them;

(c) at the request of the Body Corporate advise and provide such other advice relative to the management and duties of the Manager, repair and maintenance of the Complex and Body Corporate Assets;

(d) keep in its possession the master key/s for electrical boxes, pool shed, storage shed, pool/bbq building, stormwater channel gates (x2), letterbox and any other secured Common Property, including the Lots in the Scheme so far as individual lot owners permit. The possession of those keys will only be surrendered to an authorised representative appointed by the Committee of the Body Corporate or the individual lot owner concerned but the Manager will allow a lawfully authorised person in the course of their duties free access to any part of the Complex so authorised at all reasonable times;

(e) report immediately to the Body Corporate on all things in the Complex requiring repair and on all matters creating a hazard or danger and take remedial action where practical;

(f) arrange maintenance contracts as required by the Body Corporate and ensure that any such contracts in force are carried out in accordance with their terms and for this purpose maintain a schedule of contracts with the due dates for service calls and dates of attendance which will be made available to a Committee representative on request;

(g) comply with and carry out all reasonable directions from time to time given by the Body Corporate to the Manager in and about the administration and management of the Complex and the performance by the Body Corporate of its lawful obligations and duties;

(h) at all times ascertain and be aware of the general condition of the Complex including the installation of non-compliant fixtures, fittings and additions and all machinery and appurtenances used for the Complex so that the Manager is able to keep the Body Corporate informed in that regard;

(i) as far as the Manager is reasonably able and lawfully capable of so doing, to keep order in the Complex and take such precautions as it sees fit to safeguard the Complex against unlawful entry or accident or damage;

(j) keep itself fully appraised of the layout, construction, location, character, plan and operating of any lighting, drainage, sewerage, power, communication, security and other systems and equipment installed on the Complex and maintain a register of the Scheme's plans, records, specifications and By-law documentation for contractors/ service personnel and owners upon request. Advise the Body Corporate generally on the condition of such systems and equipment and recommend to the Body Corporate (should the Manager consider it necessary) any changes or modifications to be made in respect of any such matters;

(k) advise the Body Corporate in relation to any correspondence, reports, enquiries, issues and complaints related to the Scheme and the management of the Complex;

(l) subject to obtaining the prior approval of the Body Corporate, and clause 5.7, buy, sell, replace, erect, construct, repair, exchange, lease, hire or otherwise acquire and install all fittings, fixtures, equipment, improvements and additions to the Complex on behalf of the Body Corporate as the Body Corporate may reasonably deem necessary to maintain the standard of the Common Property;

(m) clean and keep tidy the Complex and other assets of the Body Corporate in the care and control of the Manager;

(n) undertake such works and perform such other acts and do such other things as are incidental to or reasonably necessary and proper in the discharge of its duties and obligations under this Agreement;

(o) carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding permanent policies or procedures to be observed;

(p) check regularly throughout the day and remove rubbish from pool/bbq area, ensure that bins are changed regularly for external weekly collection and maintain bins in a clean and sanitary condition;

(q) clear the Body Corporate letterbox daily and forward correspondence to the relevant person;

(r) be physically present on the Scheme Land and available to perform the Manager's duties:

(i) between the hours of:

(A) 7.30am and 5.00pm Monday to Friday;

(B) 9.00am and 1.00pm on Saturdays and Sunday.

(ii) on public holidays as directed by the committee and only to the extent reasonably required;

(s) in case of an emergency or if absent from the Scheme for the purposes of conducting the Manager's Duties the Manager is to be contactable by telephone;

(t) account promptly to the Body Corporate for any moneys or other property or Body Corporate Assets held on behalf of the Body Corporate and secure for and credit to the Body Corporate any discounts, commissions or rebates obtained with respect to any purchase or expenditure on behalf of the Body Corporate;

(u) carry out regular inspections of the Complex to ensure that no unauthorised persons and/or vehicles are using the Complex and, so far as is possible, ensure the proper standards of behaviour are maintained by persons using the Complex;

(v) establish and maintain a reservation system for use of the Recreation Facilities that compliments the right of access to Common Property for all Residents to peacefully enjoy and share throughout the day;

(w) monitor the CCTV Camera Security System and arrange storage of recorded data, maintain and ensure the camera is kept in good working order so that it is fully functional;

(x) manage the operation of the CCTV Camera Security System and Resident access, including, without limitation, the activation/deactivation of entry codes and intercom connection to each Lot;

(y) take all reasonable steps (including engaging appropriately skilled personnel on behalf of the Body Corporate) to ensure that anything on the Common Property, complies with requirements of the *Workplace Health and Safety Act 2011*(Cth) and any other laws dealing with health and safety issues and risks, but only to the extent that it is reasonable that the Manager has knowledge of such requirements. The Manager must also advise the Body Corporate of any possible, or actual, breaches when the Manager becomes aware of them;

(z) hose (where lawful) or otherwise clean all walkways, access areas and other areas of the Complex that require cleaning;

(aa) keep clean, tidy and maintained all parts of the Complex;

(bb) maintain and clean any swimming pool, spa and/or sauna and conduct daily tests of the pool water to ensure compliance with all relevant requirements for water quality and keep a log of the results of such tests recording the outcomes;

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

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

(ee) mow and trim the edges of the lawns including those on any footpath around the Scheme;

(ff) maintain the lawns, gardens and shrubs, which duty includes maintaining and operating any watering systems, fertilising, weed control, and arranging (at the cost of the Body Corporate) mulching and top dressing; and

(gg) effect Minor Repairs and Maintenance to the Common Property where the services of a Skilled Tradesperson or specialist contractor are not reasonably required;

(hh) attend:

(i) every general meeting of the Scheme;

(ii) every meeting of the Committee provided that such meetings occur no more frequently than once per month.

5.3 The Manager must arrange contracts between the Body Corporate and independent contractors for all work where the services of a Skilled Tradesperson or specialist contractor are reasonably 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 Complex including without limitation:

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

(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.

Such contracts with independent contractors will only be entered into with the prior consent of the Body Corporate, but the Body Corporate must not unreasonably withhold such consent.

5.4 The Manager 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 CCTV Camera Security System; and

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

(b) 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 Manager of any Body Corporate funds; and

(iii) use by the Manager of any other Complex of the Body Corporate in carrying out the Manager's Duties;

(c) monitor the use of any Recreation Facilities including without limitation any swimming pool, sauna, spa or tennis court;

(d) clean and maintain the Recreation Facilities;

(e) if the Manager becomes aware of non-compliance with any relevant laws concerning the maintenance and operation of the Complex, advise the Body Corporate of such non-compliance;

(f) notify the Body Corporate of any alteration of the fire safety requirements brought to the Manager's attention;

(g) in relation to fire-fighting equipment on Complex arrange at the direction and expense of the Body Corporate when required:

(i) for any requisite inspections by the relevant officer; and

(ii) for maintenance necessary to maintain it in an efficient working condition;

(h) maintain and keep open an office as a reception for the caretaking business during such hours as the Manager reasonably considers necessary and display in a prominent position a sign containing:

(i) the hours and days the Manager will keep the office open; and

(ii) a mobile telephone number at which the Manager may be contacted at other times.

(i) maintain and supervise car parking arrangements on the appropriate areas of the Common Property; and

(j) keep the lighting of Common Property operating efficiently.

5.5 In relation to workplace health and safety, the Manager must:

(a) be familiar with current workplace health and safety laws as those apply to the Common Property, Body Corporate contractors, invitees, volunteer workers and Owners;

(b) conduct site inductions for Body Corporate contractors to ensure that they are familiar with their workplace health and safety responsibilities;

(c) at the direction and expense of the Body Corporate engage an appropriately qualified consultant to:

(i) review and renew the Body Corporate's "Safe Work Plan";

(ii) audit the Body Corporate's records and "Safe Work Plan" compliance and provide a written report to the Committee; and

(iii) conduct site inductions for Body Corporate Committee members; and

(d) keep workplace health and safety records to record site inductions, incident reports relating to Common Property and accidents on Common Property and provide these to the Committee as reasonably required and on reasonable notice;

(e) maintain job specific insurance policies required by law or any statutory authority in respect of the reasonable risks associated with the performance of the Manager's Duties, and other activities under this agreement, at all times.

5.6 The Manager's Duties may be carried out by the Manager, its delegates, employees or sub-contractors. Where the Manager elects to engaged sub-contractors to carry out some, part or all of the Manager's Duties the Manager must:

(a) first obtain the written consent of the Committee, which must not be unreasonably withheld;

(b) comply with clause 5.5, *mutatis mutandis*, in respect of those sub-contractors.

5.7 The Manager's duties under this Agreement are limited to those that do not reasonably require the use of specialist equipment or the services of a Skilled Tradesperson or contractor whose services, if and when required, will be arranged by the Manager at the direction and expense of the Body Corporate. Without limitation, these would include duties to be carried from a fall height of two metres or more.

5.8 The Manager's Duties:

(a) relate to the Common Property including any Exclusive Use Areas but only to the extent that the Body Corporate retains an obligation to clean, maintain or repair those areas;

(b) do not relate to any Lots nor to any external surfaces (or things on such surfaces) of Lots that are or are in the nature of townhouses or the like (even where such surfaces or things thereon are Common Property).

5.9 The Manager's Duties do not extend to any duties which are necessary due to severe events (such as cyclones, flooding, fire, severe storms). Where such events occur, any duties necessitated as a consequence are to be carried out by external contractors engaged at the direction and expense of the Body Corporate or by the Manager in accordance with a prior agreement with the Body Corporate regarding the amount the Manager may charge for so doing.

5.10 The Manager will, pursuant to Section 119 of the Body Corporate and Community Management (Standard Module) Regulation 1997 or the equivalent provision in the module applying to the Scheme, care for and maintain the lawns and gardens at the front of the private courtyards of the lots in the Scheme between the front fence and building line and the Common Property, so as to ensure uniformity of appearance of all lots in the Scheme. The gardening duties will extend only to maintaining a uniform appearance of all lots in the Complex.

5.11 The Manager will care for and maintain the nature strip between Murphy Road and the Scheme Land.

6 Expenses

6.1 All of the Manager's Duties must be carried out at the cost and expense of the Manager unless this Agreement provides that they are to be carried out at the expense of the Body Corporate.

6.2 The Manager must, at its own cost, supply and maintain in good working order and condition any equipment, machinery, appliances, tools or vehicles necessary to carry out the Manager's Duties including, without limitation, any equipment, machinery or vehicles necessary to move rubbish to a central collection point for external collection.

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

(a) all work of a specialist nature or which are not Minor Repairs and Maintenance;

(b) all external maintenance agreements and other contracts or agreements with independent contractors which do not form part of the Manager's Duties;

(c) all materials, and other consumable supplies necessary to enable the Manager to perform the Manager's Duties; and

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

6.4 The Manager can spend up to the Maximum Expenditure for each individual item of expenditure from monies of the Body Corporate in carrying out the Manager's Duties.

6.5 The Body Corporate must reimburse the Manager for any of the Manager's monies spent under Clause 6.4 within 14 days of the Manager providing written evidence of the expenditure.

7 Instructions

7.1 The Body Corporate must:

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

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

7.2 In the absence of a nomination under Clause 7.1(a) the Nominee will be the Chairperson of the Body Corporate.

7.3 The Manager must:

(a) confer with the Nominee concerning the Manager's Duties and the provision of the Letting Services; and

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

8 Rights and obligations of the Manager for Letting Business

8.1 The Letting Services may be carried out by the Manager, its delegates or its employees.

8.2 The Manager may conduct the Letting Business and will provide the Letting Services from the Manager's Unit.

8.3 The Manager will:

(a) provide the Letting Services for the Owners who require that service;

(b) supervise the standard of tenants of all lettings handled by the Manager and ensure no nuisance is created;

(c) use reasonable endeavours to improve and expand the letting of Lots and to act at all times to further the interests of the Body Corporate and the Owners;

(d) be available at the Complex during such hours as are reasonably necessary to properly provide the Letting Services;

(e) be entitled to erect or procure the erection of signs of an appropriate size, type and design first approved by the Committee acting reasonably in the Complex to promote and foster the Letting Business, in such locations as are appropriate to do so and first approved by the Committee acting reasonably;

(f) obtain all necessary permits, consents or licences required to provide the Letting Services;

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

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

(i) not market, list or let any Lot on a short term, overnight or holiday basis

8.4 All costs of the Manager in running the Letting Business will be paid by the Manager including all consents, licences, permits, signs and equipment, except those which under any agreement are payable by some other person.

8.5 The Body Corporate consents to the Manager registering and using a business name incorporating the name "Aspley Outlook" or any part of it for the Term and any further term.

8.6 The Manager acknowledges that the Owners may utilise the service of other agents or let their Lots themselves, and the Manager must not interfere with these rights.

9 Obligations of Body Corporate

9.1 To the extent that it can lawfully so covenant, the Body Corporate will not:

(a) itself conduct; nor

(b) grant to any other person or entity any rights to conduct in the Complex;

a business the same or similar to the Letting Services or the Letting Business.

9.2 To the extent that it can lawfully so covenant, the Body Corporate will co-operate with the Manager at the Manager's cost in taking all action reasonably and practically necessary to stop any person or entity from conducting in the Complex a business the same or similar to the Letting Services and the Letting Business.

10 Manager's Leave

10.1 The Manager can appoint a suitable replacement to carry out the Manager's functions pursuant to this Agreement for recreation purposes for a total period of four (4) weeks per annum, as well as in the event of any emergency.

10.2 The Manager gives to the Body Corporate Representative not less than one (1) month notice of the intended holiday start date and details of their proposed replacement for Body Corporate consideration and approval. That consent must not be unreasonably withheld.

10.3 The Manager retains the responsibility of ensuring suitability of the person to adequately perform the Manager's Duties in accordance with this Agreement and any breach of this Agreement on the part of such person or persons shall be deemed to be a breach by the Manager.

10.4 Any remuneration payable to such person or persons shall be the responsibility of the Manager.

11 Assignment and dealing

11.1 The Manager must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.

11.2 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 Manager giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.

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

(a) that the Manager rectify any default under this agreement;

(b) satisfactory evidence that the proposed assignee and any Associates who will be carrying out the Manager's Duties are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Manager's Duties; and

(c) two business references and two personal references of the proposed assignee and any Associates who will be carrying out the Manager's Duties.

11.4 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 Manager pay to the Body Corporate all reasonable legal 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;

(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 Manager's Unit;

(e) all pertinent details of the proposed assignee and their acting solicitor;

(f) at least two (2) substantial character references of the assignee (or in the case where the proposed assignee is a corporation, at least two (2) substantial character references of at least two of the principal directors);

(g) at least two (2) substantial business references in respect of such assignee (including, without limitation, personal guarantees of the assignee's obligations under this Agreement);

(h) a brief statement on prior job specific experience and skills that demonstrate an ability to capably manage day to day performance in carrying out the Manager's Duties.

11.5 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 11.4(b).

11.6 Where the Manager is a company and there is a change to the Manager's shareholding such that there is a material change in the effective control of the Manager, that will be regarded as an assignment requiring approval under this Clause 7.

11.7 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.

11.8 Waiver of Termination Rights

(a) In this Clause, the following terms have the following meanings unless the context otherwise requires:

(i) **Financier**: a financier as that term is defined in the Act from which the Manager has obtained finance on the security of the Agreement;

(ii) **Receivership**: where the Financier is acting in place of the Manager or the Financier has appointed a receiver or receiver and manager for the Agreement; and

(iii) **Specific Termination Provisions**: Clauses 11.1(e) and 11.1(f) of this Agreement.

(b) During any Receivership, the Body Corporate waives its rights to:

(i) terminate the Agreement under the Specific Termination Provisions;

(ii) refuse the exercise of an option because of a default under the Specific Termination Provisions; and

(iii) refuse to consent to an assignment because of a default under the Specific Termination Provisions.

12 Termination

12.1 The Body Corporate may terminate this Agreement if the Manager:

(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 Manager's Duties; or

(c) assigns its interest in this Agreement in breach of clause 11 of this Agreement;

(d) breaches this Agreement and does not remedy the breach within fourteen (14) days of being given a notice specifying the breach and requiring the Manager to remedy it;

(e) being an individual, is convicted of an indictable offence involving fraud or dishonesty, an assault or an offence involving assault;

(f) if a natural person, becomes bankrupt or loses legal capacity;

(g) if a company, is liquidated or is subject to the appointment of a provisional liquidator or administrator or any scheme of arrangement; or

(h) a receiver is appointed to some or all of the Manager's assets.

13 Notices

13.1 All notices and other communications between the parties may be sent by prepaid express or registered post 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.

13.2 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 the same was received without error.

14 Manager's Unit

14.1 The Manager's Unit must be owned by:

(a) the Manager; or

(b) where the Manager is a company, by the Manager or its Controller.

14.2 Further:

(a) the Manager; or

(b) where the Manager is a company, its Controller or a person approved by the Committee,

must reside in the Manager's Unit.

14.3 If, under Clause 14.1, the registered owner of the Manager's Unit is some person or persons other than the Manager, the Manager 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 Manager) to be bound by the terms of this Agreement as far as they relate to the Manager's Unit.

14.4 If the Body Corporate gives its consent under Clause 11 to an assignment of the Manager's interest in this Agreement, the Manager or the owner of the Manager's Unit will be permitted to sell the Manager's Unit so that upon such assignment and sale, there will be compliance with Clause 14.1.

14.5 Upon the expiry or sooner termination of this Agreement, the Manager will sell the Manager's Unit to the party to whom the Body Corporate enters into an agreement on terms similar to those contained in this Agreement.

14.6 The purchase price of the Manager's Unit under Clause 14.5 will be as agreed, or failing agreement as determined by a registered valuer nominated by the President of the Australian Institute of Valuers and Land Economists (Queensland Chapter). The valuer's costs will be paid by the Body Corporate except in the case of termination of this Agreement as a result of a breach by the Manager, in which case the valuer's costs will be paid by the Manager.

14.7 The terms and conditions of a sale referred to under Clause 14.5 will be those contained in the standard REIQ Contract applicable to the sale of strata title lots current at the time of such sale, and will provide for a 5% deposit and completion 30 days after the date of the Contract.

15 Lot owners deed

15.1 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.

15.2 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.

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

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

15.5 The Lot Owner, as the proposed registered owner of the Manager's Unit and of the Residential Unit:

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

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

(c) agrees, in relation to the Manager's Unit and the Residential 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 Manager's Unit and the Residential Unit are transferred; and

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

15.6 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.

15.7 The Lot Owner irrevocably appoints each and every member for the time being and from time to time of the committee of the Body Corporate jointly and severally its attorney (**Attorney**) to do anything, including sign any document:

(a) which the Lot Owner is obliged to do under this Deed and/or Division 8 but have not done; or

(b) which is necessary, or would help, to give effect to any right or power given to the Body Corporate by this Deed and/or Division 8.

The Lot Owner must ratify anything done by the Attorney as attorney in accordance with this Clause.

16 Costs

16.1 The Manager must pay:

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

(b) any stamp duty on this Agreement.

17 Severance

17.1 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, or any of the Manager's Duties are beyond the power of the Body Corporate to engage the Manager to perform, 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 (including the Remuneration) will remain in full force and effect unless the basic purposes of this Agreement are defeated.

17.2 It is not the intention of the parties that any of the Manager's Duties should constitute the Manager a body corporate manager pursuant to Section 14 of the Act. If any of the Manager's Duties in any way constitute the Manager a body corporate manager pursuant to the Act, then:

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

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

17.3 If as a result of the operation of this Clause 17 or otherwise, there is a material change to the nature or extent of the Manager's Duties, the Manager's Duties (and Remuneration at a market value) shall be determined by an adjudicator pursuant to the dispute resolution provisions of the Act and this Agreement shall be amended accordingly.

18 Further assurance

18.1 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.

19 Governing law

19.1 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.

20 Warranty of authority

20.1 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.

20.2 The Body Corporate warrants that it has at general meeting, by secret ballot, without the use of proxies and in compliance in all respects with the requirements of the Act and the applicable Regulation Module, resolved to enter into this Agreement.

21 Surrender of previous agreement

21.1 The parties acknowledge and agree that as and from the Commencement Date, the Caretaking Agreement dated 18 April, 2012 between the Body Corporate and Credun Pty Ltd (ACN 132 032 417) as trustee for the Creagh Family Trust, to which the Manager is now a party, is surrendered and terminated.

22 Occupation Authority

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

23 Guarantee and indemnity

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

(a) The Guarantor guarantees:

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

(ii) the payment of all loss and damage recoverable by the Body Corporate from the Manager including the Body Corporate's reasonable legal and other expenses incurred in enforcing the obligations of the Manager under this Agreement and the obligations of the Guarantor under this guarantee and indemnity .

(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 Manager;

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

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

(iv) the making of any composition with or waiver of any breach or default by the Manager; 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 Manager the performance of which are hereby guaranteed apply for as long as M&K Venture Pty Ltd ACN 144 592 254 remains the Manager 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 Manager.

(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 Manager.

(f) In the event of any term of this Agreement not being enforceable against the Manager 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 Manager under the Agreement.

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

23.2 As a separate and independent obligation and for the consideration referred to the Guarantor hereby indemnifies and keeps indemnified the Body Corporate from all claims suffered or incurred by the Body Corporate by reason of the Manager's default in observing or performing the Manager's obligations under this Agreement and the preceding provisions of this Clause 23 will apply to this indemnity.

23.3 Where there is more than one Guarantor under this Agreement:

(a) the term Guarantor refers to each of the Guarantors and to all of them;

(b) their obligations as Guarantor are joint and several;

(c) the Body Corporate may enforce this guarantee against all or any of them;

(d) any notice or demand may be served on all of them by serving any one of them;

(e) this guarantee remains binding on the other Guarantors even if:

(i) any Guarantor fails to sign this Agreement or to enter into this guarantee;

(ii) this guarantee is not binding on any Guarantor;

(iii) the Body Corporate releases any Guarantor from liability under this guarantee.

24 Trustee

24.1 Where the Manager has entered into this Agreement as a trustee of any trust (**the Manager's Trust**) then, whether or not the Body Corporate has had notice (actual or constructive) of the Manager's Trust, the following applies:

(a) The Manager warrants that it has full power under the Manager's Trust to enter into and perform its obligations under this Agreement;

(b) The Manager shall on the written demand or direction of the Body Corporate made in accordance with the provisions of this Agreement, exercise all rights of indemnity that the Manager may at any time have against the Trust Fund and any beneficiaries or unit holder of the Manager's Trust or any of the same for the benefit of the Body Corporate;

(c) The Manager is liable under this Agreement both in its personal capacity and as trustee of the Manager's Trust; and

(d) The Manager will provide the Body Corporate with a certified copy of the Trust Deed and all other documents evidencing the Manager's Trust within 14 days of written request for the same from the Body Corporate.

Execution page

Executed as a deed:

THE COMMON SEAL of THE BODY CORPORATE FOR ASPLEY OUTLOOK COMMUNITY TITLES SCHEME 23093was 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 ..... Name and designation ..... Signature ..... Name and designation
EXECUTED by **[#NEW ENTITY TO BE ADVISED ACN #]** in accordance with the Corporations Act by authority of its director(s)	)	
..... Signature of Director		..... Signature of Director/Secretary/ Sole Director & Secretary* *delete whichever is not applicable
..... Name of Director (block letters)		..... Name of Director/Secretary/ Sole Director & Secretary* (block letters) *delete whichever is not applicable
SIGNED SEALED AND DELIVERED by #[to be advised# on in the presence of:	)	.....
..... Witness		
..... Name: (block letters)		

Occupation authority

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980

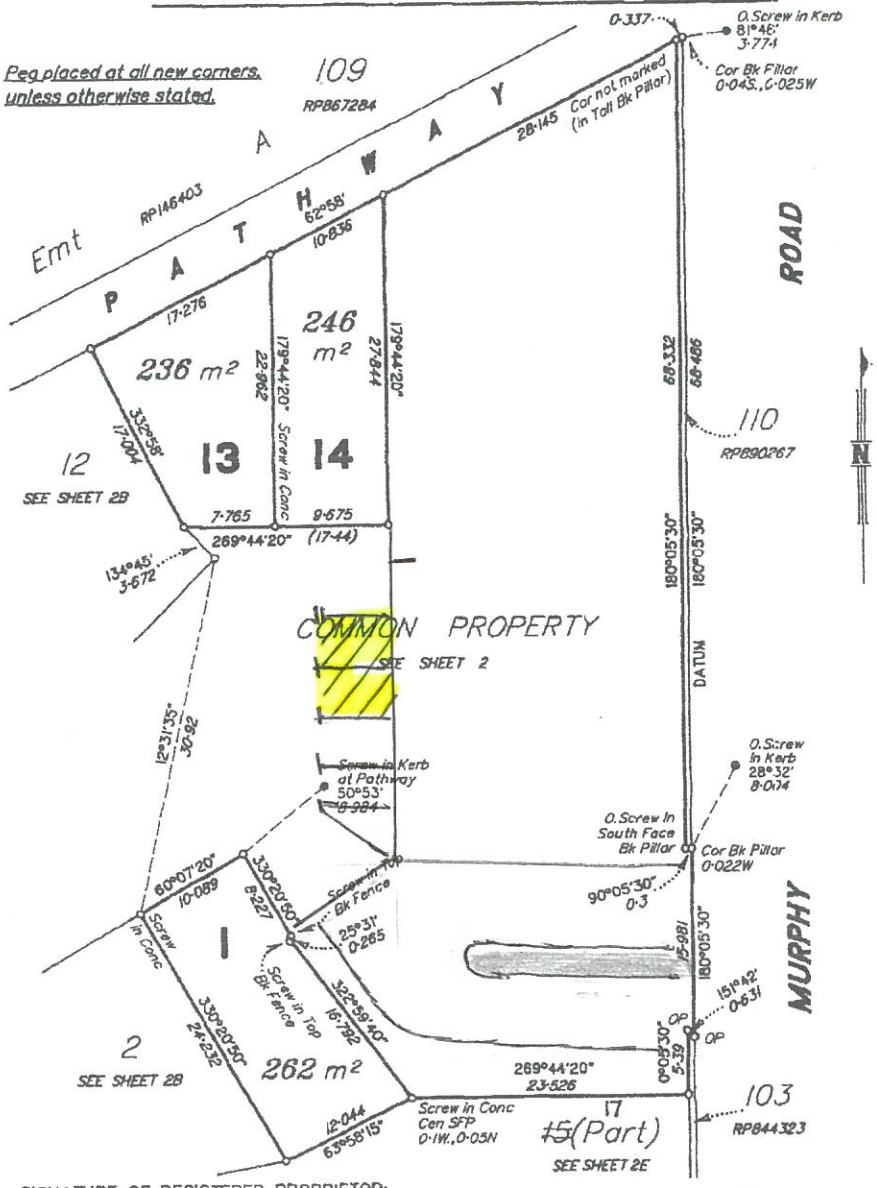
Section 8(1).

Name of Parcel: ASPLEY OUTLOOK

Sheet No. 2(a) of 11 Sheets

GROUP TITLES PLAN NO. 103081

Peg placed at all new corners, unless otherwise stated.



Amendments made to Lot 15 in accordance with Group Titles Plan of Resubdivision No. 106684 this 30 JAN 1998

SIGNATURE OF REGISTERED PROPRIETOR:

SCALE: 1:400

AMPLE TEK PTY. LTD. A.C.N. 108 242 256 COMMON SEAL (Director)

EZIFIT DEVELOPMENTS PTY LTD A.C.N. 066 [illegible] Common Seal of (Director)

A. T. REID
Chief Executive Officer Appointed Officer
Brisbane City Council

Schedule 1 – Specific Manager's Duties

Complex: DutyID	Duties and Times Schedule Aspley Outlook CTS 23093 Duty	Frequency	TimeBlock	Clause Reference
MAS01.0	**Management Administrative Services**			
MAS01.1	Assist the Committee in the preparation of the Administrative and Sinking Fund budgets for the next financial year	Annually	60.00	5.2 (g)
	Specifics:- Provide advice on future maintenance issues that may need to be included in the budget			
MAS01.2	Attend Committee meetings, extraordinary meetings and annual general meetings	Annually	120.00	5.2 (hh) 7.3
	Specifics:- Attend meetings as requested by the Committee Representative or Body Corporate Manager			
MAS01.3	Be available to liaise with the Committee Representative or Body Corporate Manager and attend to relative caretaking issues	Weekly	30.00	7.3
	Specifics:- Liaise with the Committee Representative or Body Corporate Manager as required or requested during normal business hours			
MAS01.4	Monitor compliance with the by-laws and advise Body Corporate of any serious or persistent breaches of them	Daily	10.00	5.2 (b)
	Specifics:- Advise any Resident/Tenant/Visitor (where possible) of any noticed or reported breach and request that the matter cease/& or be redemied immediately. Send a copy of the notice issued to the Committee Representative. All ongoing breaches are to be logged and referred to Committee Representative for further action			
MAS01.5	Order, purchase and pick up goods and consumables for common property requirements	Monthly	60.00	6
	Specifics:- Applies to purchases within the Caretaker's spending limit. Seek prior approval from the Committee for all other purchases			
MAS01.6	Prepare and submit invoice for reimbursement of out-of-pocket expenses	Monthly	30.00	6
	Specifics:- Provide original invoices as proof of purchase of supplies for use in Common property areas			
MAS01.7	Source quotations that are requested by the Committee for repairs or specialist maintenance	Monthly / On Demand	30.00	5.2 (f) (g)
	Specifics:- Forward 3 quotes to Committee Representative for consideration and approval. Research and provide releavnt information to the Committee to assist in their selection and approval of a quotation.			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
MAS01.1	Annually	60	0.02
MAS01.2	Annually	120	0.04
MAS01.3	Weekly	30	0.50
MAS01.4	Daily	10	1.17
MAS01.5	Monthly	60	0.23
MAS01.6	Monthly	30	0.12
MAS01.7	Monthly	30	0.12
	Total Weekly Hours		**2.17**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	Duty	Frequency	TimeBlock	Orig Reference
CAT02.0	**Common Area Toilet, BBQ & Tennis Court Facilities - Pool open 6am to 10pm daily**			
CAT02.1	Clean toilet cistern exteriors, bowls and seats with hospital grade disinfectant	Daily	10.00	5.2 (m) (aa) (dd)
	Specifics:- Spray and wipe with hospital grade cleansing agent. Spray and scrub toilet bowls, then flush .			
CAT02.2	Check and service common area toilet	Twice Daily	5.00	5.2 (m) (aa) 5.4 (c) (d)
	Specifics:- Re-stock consumables. Wipe and disinfect toilet. Empty rubbish bins and replace bin liner. Disinfect and mop clean floor area. Place out safety signage during cleaning process. Dry floors after mopping to prevent accidental slippage. Check during the day and spot clean as required.			
CAT02.3	Randomly check toilet facility throughout day and spot clean if required.	Daily	5.00	5.2 (p) (u) (aa) 5.4 (c) (d)
	Specifics:- Follow-up the major morning clean of toilet facility with impromptu checks throughout the day, particularly during periods of high use in warmer months, spot clean if required.			
CAT02.4	Clean toilet doors, door handles, light switches, hand basin and taps with disinfectant cleaner.	Daily	5.00	5.2 (m) (aa)
CAT02.5	Degrease and disinfect clean the BBQ sink, BBQ Hotplate and immediate surrounding area, including the locked cupboard doors below the sink and cooking plate. Empty bins in seating area and ensure cleanliness of the fixed seats/tables in BBQ area.	Twice Daily	20.00	5.2 (m) (aa)
	Specifics:- Use effective degreasing agents to spray and scrub BBQ facilities clean and manage slip hazard from grease from cooking and remove potential to attract pests, ie rats, crows, possums and cockroaches.			
CAT02.6	Randomly check BBQ facilities throughout day/early evening and spot clean if required.	Daily	5.00	5.2 (p) (u) (aa)
	Specifics:- Follow-up the major morning clean of BBQ facility with impromptu checks throughout the day, particularly during periods of high pool use in warmer months, spot clean if required.			
CAT02.7	Degease and mop clean the tiled BBQ area with disinfectant	Daily	10.00	5.2 (m) (aa)
	Specifics:- Place out safety signage during cleaning process. Dry floors after mopping to prevent accidental slippage. Randomly check throughout the day and spot clean if required.			
CAT02.8	At the commencement of each day , set out any pool and recreation furniture and equipment - and check the operation of BBQ controls and light fittings	Daily	5.00	5.2 (cc)
	Specifics:- Ensure seats within pool/BBQ area have not been moved to compromise pool fencing safety requirements.			
CAT02.9	At the commencement of each day the tennis court is to be presented in a clean and tidy for use-noting hours of access are signposted as 7.30am to 10pm daily.	Daily	5.00	5.2 (m) (aa)
	Specifics:- Inspect court net for wear and obtain quotes for repair before damage requires replacement			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
CAT02.1	Daily	10	1.17
CAT02.2	Twice Daily	5	1.17
CAT02.3	Daily	5	0.58
CAT02.4	Daily	5	0.58
CAT02.5	Twice Daily	15	3.5
CAT02.6	Daily	5	0.58
CAT02.7	Daily	10	1.17
CAT02.8	Daily	5	0.58
CAT02.9	Daily	5	0.58
Total Weekly Hours (Note seasonal variation with cooler months)			**9.91**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	**Duty**	**Frequency**	**TimeBlock**	**Orig Reference**
PIC03.0	**Pool in Common Area - Pool open 6am to 10pm daily**			
PIC03.1	The pool skimmer box is to be checked and emptied in the morning and evening of each day - including the removal of floating and suspended matter from the pool with skimmer nets	Twice Daily	5.00	5.2 (bb)
PIC03.2	Water levels are to be inspected daily, and twice daily in periods of high use and action taken if req'd	Daily	5.00	5.2 (bb)
	Specifics:- During periods of high pool use in warmer months an inspection should be undertaken each morning and again at pool closure 10pm so water levels can be adjusted while <u>pool not in use.</u> Equipment including a hose in the pool could create risk of undue hazard.			
PIC03.3	Pool water quality is to be tested daily and a detailed log to be kept of results. Testing and keeping of results should be best practice standard recognised by Workplace Health & Safety and/or Royal Life Saving Society of Australia (RLSSA) benchmark.	Daily	10.00	5.2 (bb)
	Specifics:- During periods of high pool use in warmer months an inspection should be undertaken each morning and again at pool closure 10pm so water treatment can be undertaken immediately if req'd.			
PIC03.4	Pool filtration equipment and operation to be checked daily	Daily	10.00	5.2 (aa) (bb) 5.4 (a) iii
	Specifics:- The Creepy Crawly, or other automatic pool cleaner equipment as utilised from time to time is to be used <u>only while the pool is not in use</u>, ie. outside normal pool operating hours. The cleaner is to be cleaned and securely stored locked in the pool shed when not in use.			
	No pool cleaning equipment, including any garden or pool hose is to be left out around or in the pool at any time in normal operating hours of 6am to 10pm daily for obvious safety reasons.			

Duty Category Id	**FREQUENCY**	**MINUTES**	**WEEKLY HOURS**
PIC03.1	Twice Daily	5	1.17
PIC03.2	Daily	5	0.58
PIC03.3	Daily	10	1.17
PIC03.4	Daily	10	1.17
Total Weekly Hours (Note seasonal variation with cooler months)			**4.09**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	**Duty**	**Frequency**	**TimeBlock**	**Orig Reference**
DCP04.0	**Driveways, Car Park Areas and Entrances**			
DCP04.1	Pick up and dispose of litter from entrances, driveways, carparks, common areas and waste paper at letterboxes.	Daily	20.00	5.2 (aa)
	Specifics:- Regularly check throughout the day to ensure the areas remain in a clean and tidy condition			
DCP04.2	Blowervac/sweep/hose (when no water restrictions apply) and clean street entrance, driveways and visitor carparks. Degrease oil from carparks as required.	Weekly	150.00	5.2 (z) (aa) (dd)
	Specifics:- Ensure gutters and drains are clear and clean			
DCP04.3	Spray and wipe with cleaning agent the clear perspex on front entrance gate	Weekly	5.00	5.2 (aa)
DCP04.4	Keep all driveway drains and gutters clear and clean.	Weekly	30.00	5.2 (aa) (dd) 5.4 (a) v
	Specifics:- Ensure all grates are in sound condition and firmly in place (WH&S Risk Management).			
DCP04.5	Monitor daily all Resident's/Tenant's/Visitor vehicle parking and security.	Daily	10.00	5.2 (i) (h) (u) 5.4 (i)
	Specifics:- Advise any Resident/Tenant/Visitor (where possible) of any noticed or reported breach and request that the matter cease/& or be redemied immediately. Send a copy of the notice issued to the Committee Representative. All ongoing breaches are to be logged and referred to Committee Representative for further action.			

Duty Category Id	**FREQUENCY**	**MINUTES**	**WEEKLY HOURS**
DCP04.1	Daily	20	2.3
DCP04.2	Weekly	150	2.5
DCP04.3	Weekly	5	0.08
DCP04.4	Weekly	30	0.5
DCP04.5	Daily	10	1.17
	Total Weekly Hours		**6.55**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	**Duty**	**Frequency**	**TimeBlock**	**Orig Reference**
GA05.0	**General Areas**			
GA05.1	Check building letterboxes and dispose of excess junk mail	Daily	5.00	5.2 (q) (aa)
GA05.2	Check and clean building letterboxes	Fortnightly	10.00	5.2(q) (aa)
	Specifics:- Spray and wipe with cleaning agent			
GA05.3	Pressure clean common area paths and walkways, including pool and tennis surfaces.	Quarterley	600.00	5.2 (aa) (bb) 5.5(a)
	Specifics:- Cleaning of common area surfaces reduces slip hazard potential (WH&S Risk Management). Place out safety signage during cleaning process.			
GA05.4	Special attention is to be given to the maintenance and regular inspection of the open stormwater drain running through the complex. Each gate providing access to the complex from the channel is to be checked and securely locked.	Weekly	30.00	5.2 (dd)
	Specifics:- The channel is to be kept clear of debris and weed free at all times (Flood Risk Management). During extreme conditions inspect daily.			
GA05.5	Inspect rat bait stations located throughout complex, check box chained secure and replace baits	Quarterley	30.00	5.2 (aa) (dd)
	Specifics:- Proximity to waterway evidences an ongoing rodent issue. Baits become "stale" and break down quickly requiring regular replacement for effectiveness			
GA05.6	Inspect the 3 drain culvert under Murphy Rd to ensure the waterway drainage is free of debris - can be viewed while nature strip mowed	Weekly	5.00	5.2 (aa) (dd)
	Specifics:- Report any debris obstructing the 3 drains to Brisbane City Council so rubbish can be removed. In extreme weather these drains have potential to impact our property (Flood Risk Management) During extreme conditions inspect daily.			
GA05.7	Inspect brick pillar structures along Murphy Rd fencline for plant growth in brickwork.	Quarterley	15.00	5.2 (ee) (ff)
	Specifics:- Poison growth before roots weaken & damage the pillars brickwork			
GA05.8	Inspect TV antennas in Autumn for storm damage.	Annually	15.00	5.4 (a) (ii) (v)
	Specifics:- Engage professional to resolve problem NOTE: Body Corporate responsible for "shared" utility however if problem after point where wiring enters individual "private" property then owner expense.			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
GA05.1	Daily	5	0.58
GA05.2	Fortnightly	10	0.08
GA05.3	Quarterley	600	0.63
GA05.4	Weekly	30	0.5
GA05.5	Quarterley	30	0.03
GA05.6	Weekly	5	0.08
GA05.7	Quarterley	15	0.02
GA05.8	Annually	15	0.005

Total Weekly Hours	**1.925**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	**Duty**	**Frequency**	**TimeBlock**	**Orig Reference**
IM06.0	**Infrastructure Management**			
IM06.1	Arrange and supervise the Workplace Health & Safety 2 Yearly Electrical Inspection for Electrical Safety Act 2002 compliance.	2 Yearly	15.00	5.2 (g)
	Specifics:- Maintain a log recording the date of each test and a copy of the Electrical Inspection Test Record. Send a copy of the Electrical Inspection Test Record to Committee Representative and Body Corporate Manager for record keeping of legislative compliance.			
IM06.2	Maintain a register of the complex's plans, records, specifications and By-laws documentation	Annually	15.00	5.2 (j)
	Specifics:- Make information available to contractors/ service personnel and owners upon request when onsite for repairs or maintenance. Ensure plans are stored in organised manner for easy access.			
IM06.3	Keep secure possession of all keys for any Common Property Areas and keys of any Owners who provide them to the Caretaker.	Annually - On Demand	10.00	5.2 (d)
	Specifics:- Availability and access as on demand			
IM06.4	Maintain on-site Resident log as emergency contact information for matters concerning all properties on-site	Quarterly	15.00	5.2 (g)
	Specifics:- As people vacate the incoming Resident information is to be obtained, name & contact phone number/s, & Managing Agent if applicable. Log is to be emailed to Committee as changes made.			
IM06.5	Report all matters known or reported about property promptly to the contact Resident, Managing Agent or Owner held on file	Weekly	10.00	5.2 (g)
	Specifics:- Refer all emergency and property related issues such as burst water meters, smoke detectors, damaged property etc to the property contact listed in the on-site Resident log			
IM06.6	Ensure two hydrant covers are clear of soil and vegetation and clearly marked/ painted for ease of identification.	Annually	10.00	5.2 (m) (aa)
	Specifics:- 1st hydrant Stage 1 near Unit 10 carport & 2nd hydrant Stage 2 opposite Unit 18 (WH&S Risk Management)			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
IM06.1	2 Yearly	15	0.003
IM06.2	Annually	15	0.005
IM06.3	Annually	10	0.003
IM06.4	Quarterly	15	0.02
IM06.5	Weekly	10	0.17
IM06.6	Annually	10	0.003
	Total Weekly Hours		**0.204**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	Duty	Frequency	TimeBlock	Orig Reference
LAG07.0	**Lawns and Gardens**			
LAG07.1	Check and maintain operation of automatic vehicle entry/exit gates (watch through full cycle)	Weekly	5.00	5.2 (h) 5.4 (a) (ii)
	Specifics:- Check functioning correctly, lubricate any noisy components, arrange any specialist repairs			
LAG07.2	Arrange and undertake re-mulching of gardens when required	2 Yearly	600.00	5.2 (n) (ff)
	Specifics:- Obtain quotes from independent contractors on behalf of Body Corporate. Ensure the gardens are free of weeds prior to mulching			
LAG07.3	Hand fertilise lawn, gardens, plants and shrubs in pool common area, individual lot gardens to the front of each townhouse and common gardens throughout Stages 1, 2 and 3	Annually	600.00	5.2 (n) (ff)
	Specifics:- Fertilise in Spring and avoid using fertilisers with residual odours (eg. Dynamic Lifter) Seek advice from Horticulturist on specific fertilisers for different plant species			
LAG07.4	Prune, trim and shape all trees and shrubs, clean up and dispose of trimmings	Weekly	300.00	5.2 (ff)
	Specifics:- Instigate a prunning program to ensure all plants and shrubs are prunned on a rotational basis at least once per month , only at safe heights below 2 metres			
LAG07.5	Inspect and spray all plants and shrubs for pests and diseases	Monthly	10.00	5.2 (m) (n) (ff)
	Specifics:- Seek professional advice for treatment of susceptible and diseased plants. Re-apply treatment until plant/s recover with healthy new growth			
LAG07.6	Treat lawns regularly to eradicate bindi, clover and other weed growth	Six Monthly	300.00	5.2 (m) (n) (ff)
	Specifics:- Do not spray during very hot weather, windy conditions, pending rain or immediately after the lawn has been cut. Repeat applications frequently in order to kill weeds that have germinated after previous spraying			
LAG07.7	Trim around all edges of paths, drives, gardens, shrubs, lights and fixtures	Fortnightly	60.00	5.2 (m) (n) (ff)
	Specifics:- Duty to be performed in conjunction with lawn mowing			
LAG07.8	Check all lawn and garden areas, pick up litter	Daily	15.00	5.2 (m)
	Specifics:- Pick up garden debris, branches, blown in rubbsih, cigarette butts, etc from lawns and gardens. Tidy and weed gardens where required			
LAG07.9	Inspect common area paths/walkways regularly and clean paths as required that could create a slip hazard.	Weekly	5.00	5.2 (m) (p)
	Specifics:- (WH&S Risk Management)			

LAG07.10	Inspect complex grounds for subsidence in paths and lawns that could pose a trip hazard and top dress (fill) to level areas as identified	Weekly	5.00	5.2 (y)
	Specifics:- (WH&S Risk Management)			
LAG07.11	Mow all associated lawn areas including common area lawns and lawns on adjoining Murphy Rd footpath/median strip	Weekly (Summer)	270.00	5.2 (ee) (ff)
	Specifics:- Trimming to be performed in conjunction with lawn mowing **Frequency of expected lawn mowing is based on a tidy well maintained presentation of property, and varies with rainfall and seasonal growth in the warmer and cooler months**			

Duty Category Id	**FREQUENCY**	**MINUTES**	**WEEKLY HOURS**
LAG07.1	Weekly	5	0.083
LAG07.2	2 Yearly	600	0.961
LAG07.3	Annually	600	0.192
LAG07.4	Weekly	300	5
LAG07.5	Monthly	10	0.387
LAG07.6	Six Monthly	300	0.192
LAG07.7 - Garden/Lawn Trimming	Fortnightly	60	0.5
LAG07.8	Daily	15	1.75
LAG07.9	Weekly	5	0.083
LAG07.10	Weekly	5	0.083
LAG07.11 - Complex Lawn Mowing	Weekly (Summer)	270	4.5
Total Weekly Hours (Note seasonal variation with cooler months)			**13.731**

Duties and Times Schedule

Complex: Aspley Outlook CTS 23093

DutyID	Duty	Frequency	TimeBlock	Orig Reference
CAL08.0	**Common Area Lighting**			
CAL08.1	Adjust lighting and power timers as may be necessary to meet required lighting times or following power failures	Quarterly	20.00	5.2 (n) (y)
	Specifics:- Includes pool filter timer and sunset lighting switches in complex			
CAL08.2	Check, deweb, clean and remove insects from common area lights	Quarterly	10.00	5.2 (m) (aa)
	Specifics:- Remove webs with dust pan brush and clean light covers			
CAL08.3	Inspect and maintain acessible lighting in common areas, including the driveway	Weekly	5.00	5.2 (h) (y)
	Specifics:- **Replace blown bulbs/tubes as required.** **Excludes community streetlights that exceed a fall height of two metres. Arrange specialist repairs.**			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
CAL08.1	Quarterly	20	0.02
CAL08.2	Quarterly	10	0.01
CAL08.3	Weekly	5	0.08
	Total Weekly Hours		**0.11**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	**Duty**	**Frequency**	**TimeBlock**	**Orig Reference**
MRS09.0	**Maintenance, Repairs and Services**			
MRS09.1	Carry out minor repairs and maintenance to common property that do not require the services of a skilled tradesperson	Monthly	60.00	5.2 (a) (gg)
	Specifics:- Applies to repairs and maintenance that can be performed by unskilled persons			
MRS09.2	Inspect, clean and maintain all complex signage	Quarterly	20.00	5.2 (m) (aa) 5.5 (a)
	Specifics:- **Arrange quotes for any repairs or replacement of damaged or missing signage (WH&S Risk Management)**			
MRS09.3	Instruct, provide access & liaise with contractors/tradespersons when on-site for repair work on behalf of Body Corporate	Monthly	30.00	5.2 (f) (y)
	Specifics:- Ensure all contractors provide a "Work Safe Plan" - Confirm contractor's licences, registrations, insurance certificates, etc			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
MRS09.1	Monthly	60	0.25
MRS09.2	Quarterly	20	0.021
MRS09.3	Monthly	30	0.125
Total Weekly Hours			**0.396**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	**Duty**	**Frequency**	**TimeBlock**	**Orig Reference**
RD10.0	**Rubbish Disposal**			
RD10.1	Place out common property bins for BCC collection and return after collection	Weekly	10.00	5.2 (n) (p)
RD10.2	Rotate full bins as necessary in the Common Pool/BBQ area	Daily	5.00	5.2 (p)
RD10.3	Clean and disinfect common property refuse bins	Monthly	20.00	5.2 (m) (p)
	Specifics:- Check on a regular basis and clean as required			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
RD10.1	Weekly	10	0.17
RD10.2	Daily	5	0.58
RD10.3	Monthly	20	0.08
Total Weekly Hours			**0.83**

Complex:	Duties and Times Schedule Aspley Outlook CTS 23093			
DutyID	**Duty**	**Frequency**	**TimeBlock**	**Orig Reference**
SAE11.0	**Security and Emergency Services**			
SAE11.1	Carry out regular audit of master keys, security keys and keys owners have requested the Caretaker to hold	Annually	30.00	5.2 (d)
	Specifics:- Cancel any missing or lost keys as necessary for security protection			
SAE11.2	Maintain a register of master keys and keys under the control of the Manager	Monthly	10.00	5.2 (d) (n)
	Specifics:- Check key cabinet to ensure all keys are accounted for . Sign keys "out" and "in" to lawfully authorised persons as required			
SAE11.3	Inspect complex property, including fences and common area facilities for vandalism or damage	Weekly	10.00	5.2 (m) (n) 5.4 (a) (v)
	Specifics:- Take appropriate action to repair, obtain quotes for replacement if required and applicable, or investigate if can be claimed against Insurance. Maintain a log and report matter to Committee			
SAE11.4	Monitor and supervise complex security, attend to disturbances	Weekly	10.00	5.2 (w) (x) 5.4 (a) (v)
	Specifics:- Be available to liaise with Police, Ambulance, Fire Services and attend to any emergencies Maintain a log and report disturbances to Committee			
SAE11.5	Monitor, maintain and ensure the ongoing operation of the CCTV security system and camera	Daily	10.00	5.2 (w) (x)
	Specifics:- Inspect camera and clean and wipe lense on a regular basis. Ensure camera is covering the gate entry to property and download any incidents considered important or essential for reporting to the Body Corporate or Police for further action			
SAE11.6	Manage the Gated Access Security System to the Scheme	Monthly	10.00	5.2 (x)
	Specifics:- Arrange activation/ deactivation of Resident access codes and intercom connection from driveway keypad to each individual townhouse telephone			

Duty Category Id	FREQUENCY	MINUTES	WEEKLY HOURS
SAE11.1	Annually	30	0.01
SAE11.2	Monthly	10	0.04
SAE11.3	Weekly	10	0.17
SAE11.4	Weekly	10	0.17
SAE11.5	Daily	10	1.17
SAE11.6	Monthly	10	0.04
	Total Weekly Hours		**1.6**