CARETAKING AGREEMENT

Between

BODY CORPORATE FOR PAVILLIONS BY THE BROADWATER - NORTH COMMUNITY TITLES SCHEME NO. 35647

and

PAVILLIONS MANAGEMENT PTY LTD ACN 113 374 397

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DATE This Caretaking Agreement is made the 30th day of June 2010.

PARTIES

BODY CORPORATE FOR PAVILLIONS BY THE BROADWATER - NORTH COMMUNITY TITLES SCHEME No. 35647 c/- Body Corporate Services, PO Box 444, Broadbeach in the State of Queensland **("Body Corporate")** (see definition in the Dictionary Schedule 1).

PAVILLIONS MANAGEMENT PTY LTD ACN 113 374 397 of PO Box 3073, Southport Business Centre in the State of Queensland. ("the **Caretaker")** (see definition in the Dictionary. Schedule 1)

INTRODUCTION (RECITALS)

A. The **Body Corporate** is the body corporate in respect of the **CTS**.

B. The **Body Corporate** has certain prescribed functions in accordance with section 87 of the **Act**.

C. The **Body Corporate** wishes to appoint the **Caretaker** to assist the **Body Corporate** in the discharge of those functions.

D. The **Caretaker** is prepared to accept the appointment by the **Body Corporate**, on the terms and conditions set out in this Agreement.

E. Schedule 1 contains the Dictionary of Terms used in this Deed.

F. Schedule 2 contains the rules for interpreting this Deed.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT OF CARETAKER BY BODY CORPORATE

The **Body Corporate** appoints the **Caretaker** to carry out the **Caretaker's Functions**.

2. CARETAKER ACCEPTS APPOINTMENT

The **Caretaker** accepts the appointment provided for in this Agreement, and agrees with the **Body Corporate** that the **Caretaker** will carry out the **Caretaker's Functions**.

3. TERM

This Agreement will continue during the **Term**.

4. CARETAKER IS NOT AN EMPLOYEE

The **Caretaker** is appointed under this Agreement, by the **Body Corporate**, as an independent contractor, and not as an employee.

5. REMUNERATION

5.1 Remuneration For The Caretaker

The **Body Corporate** must pay to the **Caretaker** in payment of the **Caretaker's Remuneration**:

(a) during the first year of the **Term**, the **Commencing Remuneration**;

(b) in subsequent years, an annual sum adjusted as provided for in clause 8 of this Agreement.

5.2 How Payable

The **Caretaker's Remuneration** must be paid by the **Body Corporate**, monthly in arrears without deduction.

5.3 When Payable

(a) The first monthly payment must be made by the **Body Corporate** to the **Caretaker** on the first **Business Day** following the expiration of 1 calendar month from the **Commencement Date**.

(b) All subsequent payments due by the **Body Corporate** to the **Caretaker** in respect of the **Caretaker's Remuneration** must be made calendar monthly after the first payment is due **PROVIDED THAT** thre is not an order of any court or tribunal to the effect that the Caretaker is not in breach of any of its obligations under this Agreement such as would otherwise entitle the Body Corporate to terminate this Agreement pursuant to clause 34.

5.4 Method of Payment

The **Caretaker** may specify to the

Body Corporate the method by which the **Caretaker** requires each monthly payment in respect of the **Caretaker's Remuneration** to be paid, from the following alternatives:

(a) by cheque made payable to the **Caretaker**, or;

(b) by direct debit to the **Caretaker's** bank account, as nominated by the **Caretaker**, or;

(c) by any other available form of electronic transfer, to the **Caretaker's** nominated bank account.

6. AUSTRALIAN DOLLARS

(a) All sums expressed in this Agreement are expressed in Australian Dollars.

(b) All payments provided for in this Agreement must be paid in Australian Dollars.

7. CARETAKER'S BANK ACCOUNT

If the **Caretaker** requests payment to the **Caretaker's** bank account, it must be an account conducted at a bank carrying on business on the Gold Coast, Queensland, Australia.

8. ADJUSTMENT TO THE CARETAKER'S REMUNERATION

8.1 Body Corporate Must Adjust

Intentionally Deleted.

8.2 Body Corporate Must Adjust in Accordance with CPI

At the commencement of each year of the **Term**, the **Second Term,** the **Third Term** and the **Fourth Term** and after the first year of the **First Term**, the **Body Corporate** must adjust the **Caretaker's Remuneration** by the application of the following formula:

$$NCR = \frac{CCR \times CPI2}{CPI1}$$

where:

NCR = **Caretaker's Remuneration** for the year under review;

CCR = **Caretaker's Remuneration** for the year immediately preceding the year under review;

CPI2 = CPI index number (for All Groups at Brisbane) for the end of the quarter last completed prior to the commencement of the year under review, and;

CPI1 = CPI index number (for All Groups at Brisbane) for the end of the quarter last completed prior to the commencement of the immediately preceding year, that is preceding the year under review.

8.3 Remuneration May Not Be Decreased

The **Body Corporate** may not in any circumstances (other than if the

Caretaker is in default. See clause 30) decrease the **Caretaker's Remuneration**.

8.4 Adjustment Mechanism

At the commencement of each relevant year of the **Term** the **Body Corporate** must attend to the appropriate application of the formula set out in clause 8.2, and the resultant adjustment of the **Caretaker's Remuneration** as quickly as reasonably practicable after the commencement of each relevant year.

8.5 Caretaker To Continue To Receive Current Remuneration

Intentionally Deleted.

8.6 Adjustment When Calculation Made

Having regard to the **Body Corporate's** obligation under clause 8.4 the **Body Corporate** must pay to the **Caretaker** the **Caretaker's Remuneration** at the adjusted rate when the next payment is due after the completion of the necessary calculation, together with any necessary adjustment so that the **Caretaker** will have received the full adjusted amount for the **Caretaker's Remuneration** from the commencement of the relevant year of the **Term**.

9. HOLIDAYS

9.1 Appointment of Replacement

The **Caretaker** will be entitled to engage a person or persons as the **Caretaker's** replacement for a period of 4 weeks during any year of the **Term**.

9.2 Mutually Convenient Time

The **Caretaker** must arrange during any year, with the **Body Corporate**, a mutually convenient time for which such replacement or replacements will be provided.

9.3 Details of Replacement

The **Caretaker**, in each year, must provide to the **Body Corporate** details of the intended replacement or replacements, including details of pertinent experience, and must obtain the **Body Corporate's** consent in writing to each such replacement or replacements.

9.4 Body Corporate Will Not Be Unreasonable

The **Body Corporate** will not unreasonably withhold its consent in any year.

10. PERSONAL SERVICE

10.1 Caretaker Must Do The Work

The **Caretaker** must personally carry out the **Caretaker's Functions** unless:

(a) any such function requires the services of a **Specialist**, or;

(b) the **Caretaker** engages a sub-contractor to carry out any particular **Function**.

10.2 Body Corporate Will Not Be Unreasonable

The **Body Corporate** will not unreasonably withhold its consent to any sub-contracting proposed by the **Caretaker**.

10.3 Caretaker's Expense

Any such sub-contracting must be at the cost and expense of the **Caretaker**.

10.4 Frequency For Carrying Out Cleaning And Gardening Duties

The **Caretaker** expressly agrees that the **Caretaker** will carry out each **Cleaning and Gardening Duty** in accordance with the average frequency indicated opposite each item in the definition of "**Cleaning and Gardening Duties**" contained in Schedule 1.

10.5 Specialist

The **Body Corporate** will pay for the services of any **Specialist** reasonably required.

10.6 Consent to Specialist

The **Caretaker** will not engage the services of a **Specialist** without the consent in writing of the **Body Corporate**.

11. ASSIGNMENT

11.1 If Caretaker Wishes To Assign

If the **Caretaker** at any time wishes to assign this Agreement it must:

(a) give notice of that intention to the **Body Corporate**, in writing;

(b) when it has secured a proposed assignee, give to the **Body Corporate**, in respect of that proposed assignee, the following:

(i) full name and address;

(ii) if a corporation, its ACN number;

(iii) details of all past relevant experience and qualifications;

(iv) details of any past criminal record (if an individual);

(v) details of the proposed assignee's capacity to obtain a licence under the **Regulating Act**;

(vi) if a corporation, full details of the individuals proposed to discharge the **Caretaker's** duties and obligations under this Agreement,

including all relevant details referred to earlier in this clause.

11.2 Time For Body Corporate To Consider

The **Caretaker** must allow the **Body Corporate** a period of at least 1 calendar month to consider the material provided in respect of the proposed assignment.

11.3 Body Corporate's Decision

The **Body Corporate** will not unreasonably withhold its approval of the **Caretaker's** proposal.

11.4 Time For Advice From Body Corporate

The **Body Corporate** must advise the **Caretaker** of its decision, in writing, within 2 **Business Days** of the expiration of the period referred to in clause 11.2.

11.5 If Assignee Is A Corporation

If the proposed assignee is a corporation, and the **Body Corporate** consents to the proposed assignment, at completion of that assignment the **Caretaker** must procure the provision by the proposed assignee of a guarantee (prepared by the **Body Corporate's** solicitors at the cost and expense of the **Caretaker**) in writing by the principal shareholders and directors of the relevant corporation, guaranteeing to the **Body Corporate** due and proper performance by the proposed assignee of its duties and obligations under this Agreement, incorporating an indemnity in favour of the **Body Corporate** in respect of any default on the part of the proposed assignee and any consequential damages suffered by the **Body Corporate**.

11.6 Deed Of Covenant

On completion of any such assignment by the **Caretaker**, the **Caretaker** must procure the execution by the proposed assignee of an appropriate Deed of Covenant (prepared by the **Body Corporate's** solicitors) under which the proposed assignee agrees to be bound, in favour of the **Body Corporate**, by the terms and conditions of this Agreement.

11.7 If Caretaker In Default

Where the **Caretaker** is in substantial default in respect of the terms and conditions of this Agreement required to be performed by the **Caretaker**, the **Body Corporate** will be under no obligation whatever to give consideration to any proposed assignment.

11.8 Costs And Expenses

All of the **Body Corporate's** costs and expenses incurred, reasonably, in relation to considering and consenting in writing to any such proposed assignment, must be paid for by the **Caretaker**.

11.9 Included Costs And Expenses

Costs and expenses referred to in clause 11.8 will include:

(a) any out-of-pocket expenses incurred by any member of the **Committee**;

(b) any costs and expenses incurred by any involvement requested by the **Body Corporate** from the **Body Corporate Manager**;

(c) any solicitors costs and outlays incurred, reasonably, by the **Body Corporate**;

(d) any other out-of-pocket expenses incurred, reasonably, by the **Body Corporate**.

11.10 When Costs And Expenses Payable

All costs and expenses payable by the **Caretaker** in respect of any such proposed assignment must be paid not later than the completion of any such assignment.

12. WHERE CARETAKER IS A CORPORATION OR TRUSTEE OF A TRUST

12.1 If the **Caretaker** is, at any time, a corporation:

(a) any change in directors of that corporation, and/or;

(b) any change in shareholding in that corporation;

which has the effect of altering the effective control of the corporation, will be deemed to be an assignment of this Agreement for the purposes of clause 11, requiring the consent of the **Body Corporate** as provided for in clause 11, and proper compliance with the provisions of clause 11, mutatis mutandis.

12.2 If the **Caretaker** is, at any time, a trustee of a trust any change of trustee will be deemed to be an assignment of this Agreement for the purposes of clause 11, requiring the consent of the **Body Corporate** as provided for in clause 11, and proper compliance with the provisions of clause 11, mutatis mutandis.

13. OPTION

13.1 If Caretaker Wants To Exercise the Options

If:

(a) the **Caretaker** is not in breach of any of the **Caretaker's** duties and obligations under this Agreement, and;

(b) the **Caretaker** wishes to exercise the options for the **Second Term**, the **Third Term**, the **Fourth Term** or the **Fifth Term**;

the **Caretaker** must give to the **Body Corporate** notice in writing to that effect:

(c) not earlier than 6 calendar months prior to the end of the **First Term**, the **Second Term**, the **Third Term** or the **Fourth Term** as applicable, and;

(d) not later than 3 calendar months prior to the end of the **First Term**, the **Second Term** or the **Third Term**, or the **Fourth Term** as applicable.

13.2 When Must Body Corporate Agree?

Provided the **Caretaker** is not in default of the **Caretaker's** duties and obligations under this Agreement, and the **Caretaker** gives notice as provided for in clause 13.1, the **Body Corporate**

must agree to an extension of this Agreement so that the **First Term**, the **Second Term**, the **Third Term**, the **Fourth Term** or the **Fifth Term**; respectively commence and terminate on the dates set out in the definitions of each of the respective terms contained in Schedule 1.

13.3 Caretaker's Remuneration

If an extension referred to in clause 13.2 occurs, the **Caretaker's Remuneration** payable for the first year of each of the **Second Term**, the **Third Term**, the **Fourth Term** or the **Fifth Terms** will be determined by the **Body Corporate** in accordance with clause 8.

13.4 Deed of Extension

The **Caretaker** and the **Body Corporate** will enter into an appropriate Deed of Extension.

13.5 Who Prepares?

The required Deed of Extension will be prepared by the solicitors for the **Body Corporate**, at the cost and expense of the **Caretaker**.

13.6 If Caretaker a Corporation

If at the time the **Caretaker** is a corporation an appropriate guarantee must be provided as referred to in clause 11.5 if so requested by the **Body Corporate**.

13.7 Who Prepares?

Any required guarantee must be prepared by the solicitors for the **Body Corporate**, at the cost and expense of the **Caretaker**.

14. MANAGEMENT AND/OR RECEPTION DESK

The **Caretaker** acknowledges that the **Caretaker** is aware that no management/reception desk is provided for the **Caretaker** by the **Body Corporate**.

15. STORAGE SPACE

The **Caretaker** shall be entitled to use those areas so authorised to be used for storage purposes whether located on the **Common Property** or in an area set out in a certain Occupational Authority Agreement entered into between the **Body Corporate** and the Body Corporate for the Pavillions by the Broadwater - East Community Titles Scheme.

16. LICENCE

The **Caretaker** must at all times maintain in effect a proper licence or other consent or permit required under the **Regulating Act** (if applicable)

17. TRUST ACCOUNT

Intentionally Deleted.

18. REQUIREMENTS OF THE COUNCIL

(a) Any licencing required by the **Council** in respect of the operation of the **Caretaker's Business**, and;

(b) any fees required to be paid to the **Council** in respect of the conduct of the

Caretaker's Business, and;

(c) any lawful regulation or requirement by the **Council** which affects in any way the manner in which the **Caretaker** discharges the **Caretaker's Functions**;

must be observed (or paid for, as the case may be) in all respects by the **Caretaker**.

19. WORKPLACE HEALTH AND SAFETY

The **Caretaker** must at all times comply with all requirements and regulations under the Workplace Health and Safety Act 1995 which relate directly to the conduct by the **Caretaker** of the **Caretaker's Business**.

20. ENVIRONMENTAL PROTECTION ACT

The **Caretaker** must at all times comply with all requirements and regulations under the Environmental Protection Act 1994, which relate directly to the conduct by the **Caretaker** of the **Caretaker's Business**.

21. REGULATING ACT

The **Caretaker** must at all times comply with all requirements and regulations under the **Regulating Act**, which relate directly to the conduct by the **Caretaker** of the **Caretaker's Business**.

22. STANDARD TO WHICH CARETAKER'S FUNCTIONS ARE TO BE PERFORMED

The **Caretaker** must at all times carry out the **Caretaker's Functions**:

(a) in accordance with the terms and conditions of this Agreement, and;

(b) in a competent efficient and workmanlike manner, and;

(c) in accordance with industry practice, and;

(d) so as to cause a minimum of inconvenience to **Owners** and **Occupiers**.

(e) so as to ensure that the Body Corporate complies with all relevant laws, legislation, regulations, by-laws and ordinances related to the duties performed by the Caretaker pursuant to this Agreement.

23. SPECIALISTS

23.1 Known Requirements

The Parties acknowledge that the services of a Specialist will be required for:

(a) the lift, and;

(b) the auxiliary pump for the water supply;

(c) fire protection equipment; and

(d) irrigation equipment.

23.2 Additional Requirements

It is acknowledged by the **Parties** that a **Specialist** may be required for other purposes over time.

23.3 Body Corporate Must Pay

The **Body Corporate** must pay for all costs and expenses incurred for any **Specialist**.

23.4 Body Corporate's Consent Required

No **Specialist** may be engaged without the consent of the **Body Corporate**. (See clause 10)

24. MATERIALS AND EQUIPMENT

24.1 Materials

The **Body Corporate** must pay for all materials required for the purpose of allowing the **Caretaker** to carry out the **Caretaker's Functions**.

24.2 Caretaker Must Keep Supply Of Materials

The **Caretaker** must ensure that a reasonable supply (but not excessive) of the necessary materials are on hand at all times.

24.3 When Will Body Corporate Pay?

The **Body Corporate** must pay for all materials in accordance with the normal trading terms of any relevant supplier.

24.4 Invoices

The **Caretaker** must provide to the **Body Corporate** a copy of each invoice required to be paid for materials by the **Body Corporate**.

24.5 Equipment

The **Body Corporate** must provide all equipment (excluding office equipment and furniture) reasonably required by the **Caretaker** to carry out the **Caretaker's Functions**.

24.6 Keep In Good Order And Condition

The **Caretaker** must keep all equipment provided by the **Body Corporate** in good and working order and condition.

24.7 Inventory

The **Caretaker** must keep a written inventory of equipment provided by the **Body Corporate**.

24.8 Manufacturer's Recommendation

The **Caretaker** must use all equipment provided by the **Body Corporate** in accordance with the manufacturer's recommendations.

24.9 Insurance Cover

The **Body Corporate** must ensure that all equipment supplied by it is insured.

24.10 Maintenance

The **Body Corporate** must pay for any necessary maintenance required for the equipment supplied by it.

24.11 Property Of Body Corporate

All equipment supplied by the **Body Corporate** will remain the property

of the **Body Corporate**.

24.12 Office Equipment and Furniture

Any office equipment and/or furniture required, reasonably, to allow the **Caretaker** to carry out the **Caretaker's Functions** must be provided by the **Caretaker**, at the **Caretaker's** cost and expense.

25. DISCOUNTS

Intentionally Deleted.

26. SECRET COMMISSION

The **Caretaker** must not obtain the benefit of any secret commission in relation to the **Caretaker's** carrying out of the **Caretaker's Functions** and/or in respect of any other matter or thing undertaken by the **Caretaker** under this Agreement.

27. ATTENDANCE AT COMMITTEE MEETINGS AND GENERAL MEETINGS

Subject to clause 28, the **Caretaker** must provide a natural person to attend:

(a) each **Committee** meeting, and;

(b) each general meeting of the **Body Corporate**.

28. IF CARETAKER NOT A MEMBER OF THE COMMITTEE

If the **Caretaker** is a natural person or includes a natural person, and that natural person, or any of them, is not a member of the **Committee**, that person or persons may attend a meeting of the **Committee** (see clause 27) at the invitation of the **Committee**.

29. KEEPING OF MINUTES FOR COMMITTEE MEETINGS AND GENERAL MEETINGS

Intentionally Deleted.

30. GOODS AND SERVICES TAX

30.1 Interpretation For This Clause 30

In this clause 30 and in this Agreement generally the following expressions have the meanings given to them, in *A New Tax System (Goods and Services Tax) Act 1999* (the "GST Act"):

(a) "consideration";

(b) "GST";

(c) "input tax credits";

(d) "supply";

(e) "tax invoice";

(f) "recipient"; and

(g) "taxable supply".

30.2 Inclusive of GST

The **Caretaker's Remuneration** expressed in, and/or provided for in this Agreement is inclusive of GST and the **Caretaker** will not be entitled to recover from the **Body Corporate** any amount of GST payable in respect of supplies made by the **Caretaker** under this Agreement.

30.3 Reimbursement

(a) Amount of Reimbursement

If this Agreement requires the **Body Corporate** to pay for, reimburse or contribute to any expense loss or outgoing ("reimbursable expense") suffered or incurred by the **Caretaker**, the amount required to be paid reimbursed or contributed by the **Body Corporate** will be the sum of:

(i) the amount of the reimbursable expense, net of any input tax credit to which the **Caretaker** is entitled in respect to the reimbursable expense ("net amount"), and;

(ii) if the **Caretaker's** recovery from the **Body Corporate** is a taxable supply, any GST payable in respect of that supply, such that after the **Caretaker** meets the GST liability the **Caretaker** retains the net amount.

30.4 General Assistance And Cooperation

The **Body Corporate** and the **Caretaker** agree that they must take all steps and do all things as are reasonably available to them to cooperate with each other and assist each other to comply in all respects with the GST Act, and the provisions of this clause 30.

30.5 Costs, Claims Etc

Further to the provisions of clause 30.3, if a **Party** is required under this Agreement to pay the other **Party's** costs or expenses of doing something, or to indemnify the other **Party** in respect of anything, (apart from the reimbursable expenses referred to in clause 30.3) the Party must also pay any GST payable on such costs expenses or indemnity.

30.6 Penalties And Interest

If a Party incurs any penalties or interest as a result of late payment of GST, where the late payment is caused by the failure of the other **Party** to comply with this Clause 30, the **Party** causing the relevant failure must pay to the other Party, on demand the amount of the penalties and interest.

31. EXPENDITURE LIMIT

The **Caretaker** must not expend more than $500.00 on any item reasonably required in respect of the carrying out of the **Caretaker's Functions**, without first obtaining the consent in writing to such item of expenditure by the **Body Corporate**.

32. REIMBURSEMENT TO CARETAKER

If the **Caretaker** expends any sum in payment for any item or service which item should be paid for under

this Agreement by the **Body Corporate** then:

(a) the **Caretaker** must give to the **Body Corporate** an account in writing together with any relevant invoice or other substantiating material, and;

(b) the **Body Corporate** must pay the **Caretaker** for that expense within 7 days of receipt of the relevant account.

33. COMMUNICATIONS BETWEEN BODY CORPORATE AND CARETAKER

33.1 Body Corporate Must Appoint A Representative

At all times during the continuation of this Agreement, the **Body Corporate** must appoint 1 member of its **Committee** to be the **Agent**. The **Body Corporate** must advise the **Caretaker** of the **Agent** so appointed from time to time.

33.2 Communications Between Caretaker And Agent

All communications between the **Caretaker** and the **Body Corporate** must be between the **Caretaker** and the **Agent**, unless, in the case of an emergency, other communication is necessary.

33.3 Agent To Give Instructions

The **Caretaker**, except in the case of an emergency, will only be required to take instructions from the **Agent**.

34. DEFAULT AND TERMINATION

34.1 The Caretaker will be in default of this Agreement where the Caretaker –

(a) is found guilty (whether or not a conviction is recorded) of an indictable offence involving fraud or dishonesty;

(b) is found guilty (whether or not a conviction is recorded) on indictment of an assault or an offence involving an assault;

(c) engages in misconduct, or is grossly negligent, in carrying out, or failing to carry out, the functions required under this Agreement;

(d) is in breach of an obligation under this Agreement, and remains in breach of this Agreement 14 days after the Body Corporate, by written notice, has specified the obligation of which the Caretaker is in breach;

(e) Intentionally deleted.

(f) carries on a business involving the supply of services to the Body Corporate, or to owners or occupiers of lots, and the carrying on of the business is contrary to BCCM Act;

(g) is declared bankrupt, liquidated or wound up, the

subject of official management, receivership or administration;

(h) purports to assign the Agreement in breach of clause 11 of this Agreement; or

(i) is also the Letting Agent under a Letting Agreement with the Body Corporate and that Letting Agreement is terminated or otherwise comes to an end.

34.2 For the purposes of clause 34 where the Caretaker is a corporation, the reference to Caretaker shall include the directors of the corporation and/or any Authorised Representative

34.3 Termination by Body Corporate

The Body Corporate may terminate this Agreement if the Caretaker is in default of this Agreement by giving notice in writing to the Caretaker

34.4 Effect Of Termination

If the **Body Corporate** gives notice of termination to the **Caretaker** under clause 34.2, upon receipt by the **Caretaker** of any such notice, this Agreement will be at an end, and the **Body Corporate** will be free to make other arrangements as it so determines for the carrying out of its functions under section 87 of the **Act**.

34.5 Continuation Of Accrued Rights

Any such termination will be without prejudice to any accrued rights under this Agreement, and either **Party** will be entitled to pursue any such accrued right.

35. FRAUD AND DISHONESTY

35.1 Body Corporate May Terminate

If the **Body Corporate** considers that the **Caretaker** has committed any act or otherwise done any matter or thing in relation to the **Caretaker's Functions** or otherwise under this Agreement, involving fraud and/or dishonesty, the **Body Corporate** may, by notice in writing to the **Caretaker**, without the requirement of any prior notice, terminate this Agreement.

35.2 Effect Of Termination Under Clause 35.1

In the event of termination for fraud and/or dishonesty the provisions of clause 34.4 and clause 34.5 will apply.

36. TERMINATION BY CARETAKER

36.1 Caretaker May Terminate

The **Caretaker** may, by notice in writing to the **Body Corporate**, for at least a period of 6 calendar months, which notice specifies that it is given under this clause, terminate this Agreement.

36.2 Effect Of Termination

If the **Caretaker** gives notice in accordance with clause 36.1, this Agreement will be at an end on the first **Business Day** following the expiration of the required notice

period of 6 calendar months.

36.3 Continuation Of Accrued Rights

Any such termination will be without prejudice to any accrued rights under this Agreement, and either **Party** will be entitled to pursue any such accrued right.

37. MANAGEMENT UNIT

Intentionally Deleted.

38. CARETAKER MAY OPERATE FROM THE MANAGEMENT UNIT

The **Body Corporate** will take no objection to the **Caretaker** using the **Management Unit** as the principal place from which the **Caretaker's Business** is conducted.

39. SALE MUST INVOLVE SALE OF CARETAKER'S INTEREST UNDER THIS AGREEMENT AND THE MANAGEMENT UNIT

Intentionally Deleted.

40. SALE OF MANAGEMENT UNIT IF THIS AGREEMENT TERMINATED

Intentionally Deleted.

41. CARETAKER IS NOT BODY CORPORATE MANAGER

The entering into of this Agreement by the **Caretaker** does not constitute the **Caretaker** a **Body Corporate Manager**.

42. DATE OF EXECUTION AND COMMENCEMENT DATE

Notwithstanding that this Agreement is executed after the **Commencement Date**, the **Parties** agree that this Agreement will have effect from and including the **Commencement Date**.

43. BODY CORPORATE WILL NOT ALLOW COMPETITION WITH CARETAKER

The **Body Corporate** will not engage any other person or corporation to carry out any of the **Caretaker's Functions**.

44. FURTHER ASSURANCES

The **Parties** agree that:

(a) they will take all steps, and;

(b) do all things, and;

(c) execute all documents, and;

(d) generally assist each other;

as will be reasonably required to give effect to this Agreement.

45. SEVERANCE

Any provision of this Agreement which is unenforceable in a jurisdiction, will, in that jurisdiction be ineffective to the extent of the unenforceability only, without invalidating the remaining provisions of this Agreement, and without affecting enforceability of the provision in another jurisdiction, to the extent only that any severance under this clause does not materially alter the bargain made between the

Parties.

46. JOINT AND SEVERAL LIABILITY

If an obligation is to be performed by a **Party** for or with another **Party**, each **Party** will be both jointly liable with the other **Party,** and severally liable on that **Party's** own account, to perform the obligation. A release given to the other **Party** will not release the **Party** concerned from any obligation. The granting of time or other indulgence to another **Party** will not release the **Party** concerned from that **Party's** obligation under this Agreement.

47. NEGATIVE AGREEMENT

Where in this Agreement a **Party** agrees not to do something, the **Party** will not attempt to do that thing, nor permit or procure that thing to be done.

48. IMPLIED PROVISIONS INCONSISTENT WITH EXPRESS PROVISIONS

The provisions implied in this Agreement by law which are inconsistent with the express provisions of this Agreement will, where permitted, be modified to the extent of the inconsistency.

49. ACT OR OMISSION

In this Agreement, reference to an act or omission by a **Party** includes:

(a) if a **Party** comprises more than one person or corporation, an act or omission by any one or more of those persons and/or corporations;

(b) permitting or allowing the act or omission to occur; and

(c) an act or omission of an employee (whether or not acting within the scope of his employment) agent, contractor, or invitee of the **Party**.

50. STAMP DUTY

All stamp duty payable on this Agreement must be paid by **Caretaker**.

51. SOLICITOR'S PROFESSIONAL COSTS AND OTHER OUTLAYS

All of **Body Corporate's** solicitors' reasonable professional costs and other outlays incurred in respect of the negotiation, drawing, engrossing and stamping of this Agreement shall be borne by the **Caretaker**.

52. APPLICABLE LAW

The law applicable to this Agreement will be the law of the State of Queensland, and the **Parties**, where necessary, must submit to the exclusive jurisdiction of any competent Court having jurisdiction in relation to any matter or thing arising out of this Agreement.

53. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the **Parties** and supersedes all prior agreements,

understandings and negotiations entered into in respect of the matters set out in this Agreement.

54. NO WAIVER

Failure or omission by a **Party** at any time to enforce or require strict compliance with a provision of this Agreement, will not affect, abrogate or modify that provision in any way, nor will that failure and/or omission affect in any way the remedies that **Party** may have for a breach of the relevant provision.

55. NOTICES

55.1 Method of Giving Notice

A **Party** may give a notice required under this Agreement, by delivering the notice to the address of the other **Parties**, or the **Party** who or which is the relevant addressee set out in this Agreement, by hand or post or by telex or facsimile transmission.

55.2 Timing of Notice

If before 4.00pm local time in the place of delivery, a **Party** delivers a notice:

(a) by hand;

(b) by telex and the sending **Party** receives the answer back of the other **Party** at the end of the transmission, or;

(c) by facsimile and the sending **Party** completes the transmission;

the notice will be taken as given on the day of delivery or transmission, and in any other case, on the next day.

55.3 Post

If a **Party** gives the notice by post, the notice will be taken as given on the second business day (in the place of delivery) after the notice is posted.

55.4 Telex or Facsimile Transmission

If a **Party** gives notice by telex or facsimile transmission and the transmission is not fully legible, or if the sending **Party**, at the time of transmission, has reason to believe that the telex or facsimile transmission is not fully legible, the **Party** concerned may not rely upon this clause to prove the giving of the notice.

55.5 Recipient of Illegible Notice

If a **Party** receives an illegible or partly illegible notice from another **Party**, and the first-mentioned **Party** is able to determine who the sender was, that **Party** must forthwith notify the sending **Party** of receipt of the illegible or partly illegible notice.

56. DICTIONARY AND RULES FOR INTERPRETATION

The **Parties** expressly agree as follows:

(a) the terms used in this Agreement and in any of its schedules and/or annexures

and defined in the Dictionary (Schedule 1) will for the purposes of this Agreement have the meaning set out in the Dictionary;

(b) the Rules for Interpretation set out in Schedule 2 will apply and have effect for all purposes of interpretation and construction of this Agreement.

THIS AGREEMENT WAS EXECUTED on the dates indicated for each party. Execution was completed on the date set out at the commencement of this Agreement.

THE COMMON SEAL of the)
BODY CORPORATE FOR)
PAVILLIONS BY THE)
BROADWATER SOUTH)
BODY CORPORATE)
COMMUNITY TITLES)
SCHEME 34885 was affixed to this)
Agreement under)
the hands of the officers named)
hereunder and in the presence of)
the witness named hereunder)

{Place seal here}

Chairperson

PETER RAVEN
Print Full Name

Other Member of the Committee

CHRISTOPHER HOLMES
Print Full Name

GIVEN UNDER THE)
COMMON SEAL of)
PAVILLIONS MANAGEMENT)
PTY LTD ACN 113 374 397)
by its director and director/secretary)
in accordance with its constitution)
and with section 127 of the)
Corporations Act 2001 (Cth))

Director

Director/Secretary

SCHEDULE 1 - DICTIONARY

"Act"	means the Body Corporate and Community Management Act 1997.
"Agent"	means the person appointed by the **Body Corporate** to liaise with the **Caretaker** from time to time in accordance with the provisions of clause 33.
"Body Corporate"	means the Body Corporate for Pavillions by the Broadwater - North Community Titles Scheme No. 35647 of c/-Body Corporate Services, PO Box 444, Broadbeach in the State of Queensland, together with its successors.
"Body Corporate Manager"	has the same meaning as that term has in the **Act**.
"Building"	means all of the **Lots** and the **Common Property** in respect of the **CTS**.
"Business Day"	means any day other than a Saturday, Sunday or other public holiday.
"By-Law"	means any particular **By-law** as the context requires.
"By-laws"	means the **By-laws** operating under the **Act** in relation to the **CTS** and contained in the **CMS**.
"Caretaker"	means PAVILLIONS MANAGEMENT PTY LTD ACN 113 374 397 and permitted assigns.
"Caretaker's Business"	means the business conducted by the **Caretaker** in accordance with the provisions of this Agreement of performing the **Caretaker's Functions** and providing other services to **Owners** and **Occupiers**.
"Caretaker's Functions"	(1) means, at all times, to keep the Common Property and Body Corporate Assets clean, maintained and repaired in first class condition as to protect and promote the image of the Scheme as a premier residential and accommodation establishment. (2) Without limiting the generality of (1) the following duties and obligations and other functions required to be carried out by the **Caretaker** for the **Body Corporate** in accordance with the provision of this Agreement, namely the following: (a) the **Cleaning and Gardening Duties** which must be carried out with the frequency indicated in the definition of the term "**Cleaning and Gardening Duties**";

	(b)	minor repairs and maintenance required to be carried out in respect to the **Common Property**, not requiring a **Specialist** or some other specialist tradesperson;
	(c)	keep rubbish bins on the **Common Property** in a tidy and orderly condition, and locate the rubbish bins appropriately for regular collection on allocated collection days;
	(d)	regularly monitor and report to the **Body Corporate** on the condition of the **Common Property** and, where the **Body Corporate** is affected, the condition of any **Lot**;
	(e)	determine for approval by the **Body Corporate**, what **Specialists** are required to assist the **Body Corporate** to discharge its duties and obligations under section 87 of the **Act**;
	(f)	arrange contracts for any **Specialist** required;
	(g)	supervise the execution of any contract required for any **Specialist**;
	(h)	monitor and report to the **Body Corporate** on the performance of any **Specialist** engaged;
	(i)	advise the **Body Corporate** of all equipment necessary (reasonably) for the carrying out by the **Caretaker** of these **Functions**;
	(j)	procure and maintain all materials necessary (reasonably) for the carrying out by the **Caretaker** of these **Functions**;
	(k)	report to the **Body Corporate** as reasonably required in respect of: (i) the condition of the **Common Property**, and; (ii) any need for repair, or other hazard occurring within the **Common Property**.
	(l)	cooperate with and liaise with the **Body Corporate Manager** as reasonably required;

	(m)	conduct the banking of all funds received for the **Body Corporate**, and not required to be banked by the **Body Corporate Manager**;
	(n)	provide for the safe-keeping of any funds received for the **Body Corporate** prior to banking;
	(o)	minimise so far as is reasonably practicable expenses incurred by the **Body Corporate** for equipment and materials;
	(p)	monitor compliance with the **By-Laws** and advise the **Body Corporate** in a timely fashion in respect of any serious and/or persistent breaches of any **By-Law**;
	(q)	monitor generally and where necessary report to the **Body Corporate**, in respect of the use by **Owners** and **Occupiers** of the **Common Property**;
	(r)	where appropriate advise the **Body Corporate** in relation to proper compliance with relevant laws and regulations concerning matters within the scope of the **Caretaker's Functions**;
	(s)	to the extent lawful, take reasonable steps to maintain order in the **Common Property**, and to safeguard the **Building** against unlawful entry;
	(t)	regularly inspect the fire prevention equipment in the building and report to the **Body Corporate** on a regular basis as to its condition and operation;
	(u)	keep the **Management Unit** open for the purposes of the conduct of the **Caretaker's Business** during reasonable and appropriate hours so as to permit the **Caretaker** to effectively and efficiently perform the **Caretaker's** duties and obligations under this Agreement;
	(v)	supervise carparking arrangements;
	(w)	supervise any part of the **Common Property** made available for washing cars and the actual washing of any cars in that area;
	(x)	maintain in an orderly fashion any relevant keys for any parts of the **Common Property** and where required by

	any **Owner** and/or **Occupier**, a key to any **Lot**. (y) the **Caretaker's Functions** and **Cleaning and Gardening Duties** relate only to **Common Property** and not to any **Lots** or to any areas of **Common Property** the exclusive use of which has been allocated to any lot or lot owner or occupier. (z) regularly inspect all plant and equipment pumps and filters on Common Property to ensure safe and efficient operation; (aa) Intentionally deleted. (bb) at all times to maintain all logs required to be maintained by the Body Corporate under any laws, legislation, regulations with respect to the Common Property and/or any part thereof and make (cc) at all times to maintain, to the extent necessary to ensure that the Body Corporate complies with its risk management system, any law and in order to enable the Caretaker to report to the Body Corporate on the performance of its duties, a log recording the performance of all obligations under this Agreement and make the log available at all times for inspection by the Body Corporate on request. (dd) The Caretaker is to attend to the duties contained in Annexure A to this Agreement at the minimum frequency indicated therein.
"Caretaker's Remuneration"	means the **Commencing Remuneration** and any subsequent annual sum payable by the **Body Corporate** to the **Caretaker** adjusted under clause 8 of this Agreement.
"Cleaning and Gardening Duties"	means the following items to be carried out at the minimum frequency as indicated, in each case opposite each item: (a) sweep, vacuum, remove all rubbish and/or wash down as required all internal concrete and tiled areas in the **Common Property**: weekly (b) vacuum all internal carpeted areas in the **Common Property**: weekly (c) sweep, remove all rubbish and/or wash down all external concrete and tiled areas within the **Common Property**: weekly (d) sweep, remove all rubbish and/or wash down all garage floors in the

	Common Property, including degreasing where necessary: monthly (e) sweep and/or wash down all tiled verandahs including staircases and half-landings within the **Common Property**: monthly (f) hose and clean down all garage doors and external walls to remove bird/bat droppings from the **Common Property**: monthly (g) inspect the main roof, hose down where necessary and clean out all eaves and gutters within the **Common Property**: quarterly
	(h) maintain (including keeping free of weeds and rubbish as well as fertilize as necessary) all gardens and grassed areas including the nature strip and the rear embankment as follows: (i) during the "growing season" attend to mowing and edging: fortnightly (ii) during the "non-growing season" attend to mowing and edging: monthly (i) hose, clean and disinfect garbage bins: as required.
"Cleaning and Gardening Duty"	means any 1 of the **Cleaning and Gardening Duties** as the context requires.
"Commencement Date"	means 16 September 2009.
"Commencing Remuneration"	means the **Caretaker's Remuneration** payable during the first year of the **Term**, namely the sum of **$13,226.00** (including GST) per annum.
"Committee"	means the committee of the **Body Corporate** elected from time to time in accordance with the provisions of the **Act**.
"Common Property"	means the common property for the **CTS**.
"CTS"	means Community Titles Scheme No.35647 under the **Act**.
"Council"	means the Council of the City of Gold Coast.

"Fifth Term"	means the date commencing the 16 September 2029 and expiring on 15 September 2034.
"First Term"	means the date commencing the **Commencement Date** and expiring on 15 September 2014.
"Fourth Term"	means the date commencing the 16 September 2024 and expiring on 15 September 2029.
"Function" or "Functions"	means any 1 or more of the **Caretaker's Functions** as the context requires.
"Lot"	means any 1 of the **Lots** as the context requires.
"Lots"	means all of the lots in the **CTS**.
"Management Unit"	means any unit chosen by the Caretaker from time to time for the purposes of the **Caretaker's Functions** whether inside or outside the CTS.
"Occupier"	means any 1 of the **Occupiers** as the context requires.
"Occupiers"	means any occupiers of the **Lots** who are not **Owners**.
"Owner"	means any **Owner** as the context requires.
"Owners"	means the registered proprietors of the **Lots**.
"Parties"	means all the **Parties** to this Agreement.
"Party"	means, as the Contract requires any 1 of the **Parties**.
"Regulating Act"	means Property Agents & Motor Dealers Act 2000.
"Second Term"	means the date commencing 16 September 2014 and expiring on 15 September 2019.
"Specialist"	means any contractor or other person or corporation reasonably required to attend to some aspect of the care and maintenance of the **Common Property** requiring a specialist level of skill and experience beyond that reasonably expected of the **Caretaker** including, without limitation, special maintenance need for the lift, auxiliary water pump and fire protection system.
"Specialists"	means any 2 or more persons or corporations who each are a **Specialist**.
"Term"	means any one or all of the **First Term**, **Second Term**, **Third Term**, **Fourth Term** or **Fifth Term** as the context requires.
"Third Term"	means the date commencing 16 September 2019 and expiring on

	15 September 2024.
"Valuation Price"	means the market value of the **Management Unit** agreed upon at any relevant time between the **Body Corporate** and the **Caretaker**, and failing agreement for a period of 30 days, for the purposes of this Agreement, as determined by a registered valuer as the then market value of the **Management Unit**, assessed on the basis that the **Body Corporate** will grant to any buyer of the **Management Unit** an agreement on like terms and conditions as are set out in this Agreement, mutatis mutandis for the balance of the **Term**, and including any then remaining option for extension of this Agreement.

SCHEDULE 2 - RULES FOR INTERPRETATION

In this Agreement unless the context indicates a contrary intention:-

a words denoting the singular number include the plural and vice versa;

(b) words denoting individuals include corporations and vice versa;

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

(d) references to clauses or parts are references to clauses or parts of this Agreement;

(e) a reference to a paragraph is a reference to a paragraph of the clause in which the reference appears;

(f) references to schedules or annexures are references to schedules or annexures of this Agreement and all schedules or annexures to this Agreement form part of this Agreement;

(g) references to this Agreement or any other writing, include references to this Agreement or such other writing, as amended, novated, supplemented, varied or replaced from time to time;

(h) references to any **Party** to this Agreement include that **Party's** successors or permitted assigns;

(i) words denoting any gender include all genders;

(j) a covenant by more than one person is given by them jointly, and each of them severally;

(k) references to any legislation include any legislation which amends or replaces that legislation;

(l) words used in this Agreement and in its schedules and/or annexures and defined in the Dictionary will have the meaning set out in the Dictionary;

(m) any provision in this Agreement stating that a **Party** "must" do something or "must" not do something should be read and construed as an agreement by that **Party** to do or not to do the matter or thing referred to;

(n) any "explanation" included in this Agreement must be used to assist in the interpretation of this Agreement.

Annexure A

Item Location	Daily	Weekly	Monthly	Quarterly	Half yearly	As required
ENTRANCE PRECINCT						
Clean visitors parking bays and drains		X				
Monitor parking areas – clean away grease				X		
Clean away rubbish gathered at entrance	X					
Maintain entry and portico near road remove trimmings and rubbish		X				
Cut back shrubs and edging at entrance – common property			X			
Maintain irrigation system			X			
Check street lights replace etc					x	
Maintain Clarke street entry gates		X				
RUBBISH ENCLOSURE AND COLLECTION						
Clean Body Corp wheelie bins and disinfect		X				
Prepare bins for collection and cartage		X				
Place rubbish bins on road for collection		X				
COMMON PROPERTY – LAWNS & GARDENS						
Attend to garden, weeds and remove rubbish	X	X				
Sweep paths, tidy edges, dispose of rubbish	X					
Mow lawns including edging, clear away to rubbish skip, maintain equipment		X				
Mulch garden (seasonal)					X	
Trim plants and prune, remove old growth (seasonal needs)			X			
Pickup GCCC plant allocation and plant out in gardens					X	
Water where necessary						X
Attend to irrigation system & GCCC backflow certification		X			X	
Item Location	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**Half**	**As**

					yearly	required
Fertilise Gardens					X	
Repair damaged lawn areas					X	
Spray for weeds all lawn areas					X	
Spray for bugs on plants					X	
Aerate lawns						X
BBQ & OTHER COMMON PROPERTY						
Check for vermin, white ants etc					X	
Clean footpaths and paved areas	X					
Clean common area windows	X					
Pickup waste, clippings and rubbish	X					
Inspect, clean amenities building as required		X				
Inspect BBQs and adjoining seating areas and clean as required.	X					
Clean away rubbish from garden areas		X				
Remove leaves from gutters and grates			X			
Trim hedges to pool and BBQ areas			X			
Vacuum and clean media room		X				
SPA and STEAM ROOM						
Check spas and other apparatus		X				
Clean spa	X					
Drain spas			X			
Hose out steam room	X					
SECURITY						
Maintain all documents coordinate evacuation procedures	X					
Report to security on all incidents						X
Ensure security service needs are maintained (check work of contractors)						X
Maintain security card log	X					
After hours security lock up by Manager		X				X
POOL and TOILET PRECINCT						
Test and adjust the needs of pool chemical imbalance	X					
Item Location	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**Half**	**As**

					yearly	required
Clean swimming pools	X					
Check Filters and clean rim tiles, pumps	X					
Clean and disinfect toilet floors	X					
Clean tiled areas, handbasins, mirrors	X					
Clean all footpaths and paved areas around pool etc	X					
Clean pool furniture		X				
Clean glass balustrades to pool spa area		X				
Mow lawn and edging to pool areas		X				
Tidy gardens in pool area		X			X	
Procure and maintain chemicals & other consumables		X				
Attend to GCCC pool registration and Safety/Quality checks					X	
Clean meeting room and windows	X	X				
Check rearrange and dust pool furniture		X				
BODY CORPORATE						
Attend to Body Corporate inquiries						X
Liaising with committee and BCM						X
Process BC Insurance claims and coordinate service contractors						X
Check Building contractors conform to guidelines						X
Obtain quotations			X			
Instruct trades on repairs and direct same to locations						X
Arrange pest control						X
Monitor by-laws						X
Check accounts for body corporate			X			
Maintain key register						X
Body Corporate meetings and reports				X		
Monitor security access	X					
Car parking monitoring	X					
Call for emergency repairs						X
Arrange minor repairs		X				
Control building keys and log use						X
Be on call for emergencies						X
Item Location	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**Half yearly**	**As required**

Assist emergency services e.g. fire and ambulance						X
Be contactable at all times						X
COORDINATE SPECIALISED TRADES AND SERVICES						
Oversee Main Entry maintenance needs			X			
Water mains and services maintenance						X