BODY CORPORATE SERVICE CONTRACTOR'S AGREEMENT

DATE:

PARTIES:

1. **BODY CORPORATE FOR "** **" COMMUNITY TITLES SCHEME NO.**

("Body Corporate")

2. .....

.....

("Service Contractor")

RECITALS:

A. The Act places on the Body Corporate a responsibility to manage and maintain the Common Property.

B. The Body Corporate has resolved to appoint the Service Contractor to perform various management, maintenance and other services for the Body Corporate.

C. The Service Contractor has agreed to accept the appointment.

OPERATIVE PART:

TERMS:

1. DICTIONARY

The following words and expressions have the following meanings:

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

"***By-laws***" means the by-laws for the Scheme;

"***Building***" means the building(s) contained within the Scheme;

"***Committee***" means the committee of the Body Corporate constituted under the Act;

"***Common Property***" means the common property of the Scheme;

"***Duties***" means the general duties and specific duties set out in the Second Schedule;

"***End Date***" means **[DD/MM/20YY]**;

"***GST***" means goods and services tax;

"***GST Act***" means *A New Tax System (Goods and Services Tax) Act* 1999;

"***Original Owner***" means MAD Properties (Qld) Pty Ltd A.C.N. 153 179 063 as trustee under Instrument 714365801;

"***Property***" means all of the land and improvements built thereon comprising the Scheme (excluding where the context so requires the interior of lots);

"***Regulation Module***" means the regulation module under the Act which applies to the Scheme;

"***Related Persons***" means:

(a) in respect of a company, the company's directors and principal shareholders; and

(b) in respect of a partnership, the partners of the partnership.

"***Remuneration***" means the remuneration set out in the First Schedule;

"***Representative***" means the person appointed by the Committee under Clause 9;

"***Scheme***" means Stone Apartments Community Titles Scheme No.**[CTS NUMBER]**;

"***Service Contractor's Unit***" means the lot(s), if any, nominated from time to time by the Service Contractor to the Body Corporate from which the Service Contractor performs the Duties;

"***Start Date***" means **[DD/MM/20YY]**; and

"***Term*** " means the 25 year period starting on the Start Date and ending on the End Date.

2. INTERPRETATION

2.1 In this Agreement, unless a contrary intention appears:

(a) the Schedules to this Agreement form part of this Agreement;

(b) the masculine include the feminine and vice versa;

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

(d) reference to persons include companies;

(e) headings are for reference purposes only and do not form part of this Agreement;

(f) reference to any statute is as amended or replaced from time to time; and

(g) unless otherwise defined in this Agreement, words and expressions defined in the Act have the same meaning when used in this Agreement.

2.2 This Agreement binds the administrators, executors, successors and permitted assigns of each party.

2.3 Every agreement or obligation expressed or implied in this Agreement by which two or more persons agree to be bound, binds them jointly, and each of them severally, and every provision expressed or implied in this Agreement which applies to two or more persons applies to them jointly and each of them severally.

3. APPOINTMENT OF SERVICE CONTRACTOR

3.1 The Body Corporate appoints the Service Contractor to carry out the Duties for the Term from the Start Date to the End Date.

3.2 The Service Contractor accepts the appointment subject to the provisions of this Agreement.

4. REMUNERATION

4.1 For the due and punctual performance by the Service Contractor of the Duties the Body Corporate must pay to the Service Contractor the Remuneration.

4.2 If the supply of the Duties is a supply under the GST Act, the Body Corporate must pay to the Service Contractor in addition to the Remuneration, a further amount equal to the GST prevailing at the time of payment. The Service Contractor must give to the Body Corporate a tax invoice in respect of each payment of the Remuneration.

5. STAFF & ANNUAL LEAVE

5.1 The Service Contractor may, for temporary purposes only, appoint a person to act as service contractor of the Scheme ("the Alternate Service Contractor"). The Alternate Service Contractor must be of good character and capable of discharging the Duties.

5.2 The Service Contractor may perform any of the Duties through the Alternate Service Contractor. The Service Contractor is responsible for any remuneration payable to the Alternate Service Contractor. The Service Contractor is at all times responsible for ensuring that the Alternate Service Contractor carries out the Duties.

5.3 The Service Contractor is entitled to 4 weeks leave per annum. In the Service Contractor's absence, it must temporarily appoint an Alternative Service Contractor to carry out the Duties.

6. DUTIES

6.1 The Service Contractor must carry out the Duties. If the Service Contractor is a natural person, the Duties shall be performed by the Service Contractor personally or under the supervision of the Service Contractor by an assistant or employee of the Service Contractor. Where the Service Contractor is a company, the Service Contractor must ensure that an adequate number of its employees, officers, servants or agents are available at the Scheme to carry out the Duties.

6.2 The Service Contractor must arrange and supervise contracts between the Body Corporate and independent contractors for all work of a specialist nature including without limitation:

(a) specialist repairs and maintenance of the Common Property;

(b) cleaning of external windows or parts of the Scheme 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 approval of the Committee which approval must not be unreasonably withheld.

6.3 All Duties are to be undertaken each weekday (excluding public holidays) between the hours of 9am and 5pm. The Service Contractor may extend these hours at its discretion (subject to any legislative restrictions).

7. REIMBURSEMENT OF EXPENSES

7.1 The Service Contractor is entitled to incur expenses properly and reasonably up to an amount of $500.00 without the approval of the Committee for the purpose of obtaining goods or services used in the performance of the Duties or for such other necessary or incidental purposes as may be approved by the Committee. The Service Contractor must obtain the prior written approval of the Committee before incurring any expense in excess of $500.00.

7.2 The Service Contractor must check and verify accounts payable by the Body Corporate relative to matters which relate to the Duties and must notify the Body Corporate's Representative as to whether such accounts are in order for payment.

8. SERVICE CONTRACTOR'S PROMISES

The Service Contractor promises the Body Corporate that it will:

(a) at its own expense, duly and punctually comply with the provisions of:

(i) all relevant statutes;

(ii) all requirements and orders of any lawful authority in relation to the Duties or the Service Contractor's Unit; and

(iii) all By-laws and rules of the Body Corporate;

(b) not do anything to prejudice, render void or increase the premiums under the policies of insurance effected in respect of the Scheme. In addition to any other liability, the Service Contractor will pay all damage suffered by the Body Corporate and all increases of insurance premiums for a breach of this promise;

(c) use the Service Contractor's Unit only for the business of:

(i) caretaking of the Scheme; or

(ii) any other business which is ancillary to the uses in sub-clause (i); or

(iii) any other use authorised pursuant to the By-laws or any other agreement between the Body Corporate and the Service Contractor or Related Person;

(d) not display on the Common Property any sign unless it has first been approved of in writing by the Committee (which shall not be unreasonably withheld). Approval is not necessary for signs on the Common Property or within the Service Contractor's Unit which relate to the business being conducted by the Service Contractor, provided the signs are in keeping with the style and quality of the Scheme;

(e) keep that part of the Service Contractor's Unit which is used as an office or reception desk in a clean and tidy condition;

(f) not carry out the Duties in a manner or engage in activities which are or become an annoyance or disturbance to the occupiers in the Scheme;

(g) indemnify the Body Corporate against all damage and expenses which the Body Corporate may sustain by reason of any failure of the Service Contractor to observe any of the promises of this Agreement;

(h) keep insured the Service Contractor's Unit and the Service Contractor's activities with an insurance company, approved by the Body Corporate, against public risk liability for not less than $10 million; and

(i) provide all tools and equipment (including specialised cleaning and rubbish removal equipment) required to carry out the Duties which remain the property of the Service Contractor.

9. BODY CORPORATE REPRESENTATIVE

9.1 The Committee must appoint a member of the Committee to give instructions to and to communicate with the Service Contractor on behalf of the Body Corporate. Not more than one person shall be appointed at any one time.

9.2 The Service Contractor must confer fully and freely with the Representative regarding the performance of the Duties. If the Representative requests, the Service Contractor must attend meetings of the Committee and members of the Body Corporate. The Service Contractor is entitled to be heard on any relevant question or matter raised at any meeting.

10. PLANS

The Body Corporate must give the Service Contractor one set of plans of the Scheme to assist the Service Contractor to perform the Duties. The plans remain the property of the Body Corporate. The plans must be returned to the Body Corporate upon determination of this Agreement.

11. CLEANING CONSUMABLES

11.1 All cleaning consumables used by the Service Contractor in carrying out the Duties must be provided by the Body Corporate.

12. ASSIGNMENT

12.1 The Service Contractor may only assign its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.

12.2 If the proposed assignee is a company and, if required by the Committee, the directors and/or shareholders (as the Committee may elect) of that company must guarantee the promises and agreements on the part of the proposed assignee. This requirement does not apply if the assignee is a company which is listed on the Australian or other Stock Exchange or is a subsidiary of a parent company which is listed on the Australian or other Stock Exchange.

12.3 Any documentation to be prepared in respect of the assignment will be prepared by the solicitors for the Body Corporate and must contain such terms, covenants and conditions as those solicitors determine.

12.4 If the Service Contractor is a company (other than a company which, or a parent company of which is listed on a stock exchange) and there is any alteration to the board of directors or share capital of the Service Contractor, or other event which in the reasonable opinion of the Committee alters the effective control of the Service Contractor, such change of control of the Service Contractor shall be deemed to be an assignment of this Agreement and the provisions of the Act and the Regulation Module shall apply.

12.5 If the Service Contractor assigns its interest in accordance with this Agreement, the Body Corporate must release the Service Contractor and any guarantors from any breaches of this Agreement after the date of assignment.

13. DISPUTE RESOLUTION

The dispute resolution provisions of the Act apply to this Agreement.

14. TERMINATION

14.1 The Body Corporate may, following resolution of the Body Corporate at general meeting, terminate this Agreement by giving the Service Contractor a notice in writing if either the Service Contractor or a Related Person to the Service Contractor:

(a) assigns or attempts to assign the benefit of this Agreement in breach of this Agreement;

(b) ceases to have a right to occupy the Service Contractor's Unit (if any);

(c) has the appointment as agent under the letting agreement with the Body Corporate (if any) terminated for any reason;

(d) neglects to carry out any of its Duties within a period of 90 days after notice in writing is given to the Service Contractor specifying the duty which the Service Contractor has neglected to carry out and calling upon the Service Contractor to perform such duty; and

(e) is convicted of any indictable offence and sentenced to any term of imprisonment, or fined in excess of $100,000.00.

14.2 The Service Contractor may by providing 6 months notice in writing to the Body Corporate terminate this Agreement at any time.

15. NOTICES

15.1 Notices under this Agreement may be signed by a party or its solicitor.

15.2 Notices are effectively given if:

(a) delivered or posted to the other party or its solicitor; or

(b) sent to the facsimile number of the other party or its solicitor.

15.3 Posted notices will be treated as given 3 days after posting.

15.4 Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

15.5 Notices by a party's solicitor to the other party or its solicitor will be treated as given with the first party's authority.

16. SEVERANCE

Any void, voidable or illegal term of this Agreement must be severed unless to do so will result in a change to the basic nature of this Agreement.

17. WAIVER

17.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

17.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

17.3 A waiver is not effective unless it is in writing.

17.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

18. VARIATION

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

19. APPLICABLE LAW

Queensland Law applies to this Agreement.

20. NO MERGER

No act done or document signed in connection with this Agreement prevents any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

21. COSTS

21.1 Each party must pay its own costs of this Agreement. Transfer duty assessed on this Agreement shall be paid by the Service Contractor.

21.2 A defaulting party must pay to the other party all costs (including legal costs on a solicitor and own client basis) which are reasonably incurred by the other party in connection with such default. Legal costs are deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or rights, the actual exercise of any power, remedy or rights, or the institution or prosecution of proceedings in respect of any default.

22. AUTHORITY TO DATE AND COMPLETE

The Service Contractor authorises every member of the Committee and the solicitors for the Body Corporate to do all or any of the following things:

(a) to date or complete any blank spaces in this Agreement; and

(b) to complete and sign any document necessary to stamp or register this Agreement.

23. AGREEMENT TO SUPERSEDE ANY PREVIOUS AGREEMENTS

This Agreement supersedes any previous agreement (whether written or oral) between the parties touching or concerning any of the matters or similar matters to those matters dealt with in this Agreement.

24. GUARANTEE AND INDEMNITY

24.1 This clause applies if the Service Contractor:

(a) is a company;

(b) is a company trustee of a trust; or

(c) is an individual trustee of a trust.

24.2 If this clause applies, the Service Contractor must arrange that its performance under this Agreement is guaranteed by:

(a) in the case of the Service Contractor being a company, the directors of the company, and if required by the Body Corporate, the shareholders of the company;

(b) in the case of the Service Contractor being a company and a trustee of a trust, the directors of the company, and if required by the Body Corporate, the shareholders of the company and the principal beneficiaries of the trust; and

(c) in the case of the Service Contractor being an individual trustee of a trust, the Service Contractor in its personal capacity and, if required by the Body Corporate, the principal beneficiaries of the trust.

24.3 The guarantee will be in the form of the Guarantee and Indemnity attached to this Agreement.

24.4 Notwithstanding sub-clause 1, this clause does not apply if the Service Contractor is a company which is listed on the Australian or other Stock Exchange or is a subsidiary of a parent company which is listed on the Australian or other Stock Exchange.

25. EXCLUSIVITY

25.1 During this Agreement the Body Corporate shall not:

(a) authorise any person to, or permit any of its staff to, or itself conduct within the Scheme any business of the same or similar nature as the Service Contractor may conduct pursuant to this Agreement; or

(b) licence or lease any part of the Common Property for the purpose of any such business.

25.2 If any person other than the Service Contractor attempts to use any part of the Common Property for the purpose of conducting a business or rendering a service in competition with the business the Service Contractor carries on pursuant to this Agreement, then the Body Corporate must use all reasonable endeavours to effect a termination of the competing business or service.

26. OCCUPATION AUTHORITY

Pursuant to Section 89 of the Regulation Module, the Body Corporate grants to the Service Contractor the exclusive right to occupy the area described as OA.1 on the attached sketch plan for the purposes associated with carrying out the Duties.

27. MUTUAL INDEMNITY

27.1 Despite any other clause in this Agreement to the contrary, each party indemnifies the other against all actions, claims, demands, losses, costs, damages and expenses (including legal costs on a solicitor and own client basis) occasioned by:-

(a) the failure to provide any information or documents in breach of this Agreement or any lawfully imposed obligation for providing information or documents that are inaccurate or incorrect in any material respect;

(b) the failure to comply with statutory or other lawfully imposed obligations; or

(c) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with the Agreement where a party's actions have contributed to that accident, damage etc.

FIRST SCHEDULE

REMUNERATION

1 The Remuneration payable to the Service Contractor shall be $1625.00 (exclusive of GST) per year.

2 The Term is divided into remuneration periods of one year each, the first of which starts on the Start Date. Each subsequent year starts on the corresponding day of each succeeding year during the Term.

3 The Body Corporate must pay to the Service Contractor the Remuneration in arrears by calendar monthly instalments. The first instalment is due 1 month after the Start Date and thereafter on the corresponding day of every subsequent month. The Service Contractor must give to the Body Corporate a compliant Tax Invoice for each Remuneration payment.

4 The Remuneration is to be increased annually on each Review Date during the Term by the greater of:

4.1 CPI Increase; or

4.2 3%.

5. For a CPI Increase, the Remuneration will be increased to an amount represented by A, where:

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

Where B = CPI for the quarter ending immediately before the relevant Review Date;

C = the CPI for the quarter 1 year before the quarter in B; and

D = the Remuneration payable immediately before the relevant Review Date.

CPI means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that Index no longer exists, "CPI" means an index that the president of the Australian Property Institute (Inc) Queensland Division decides best reflects changes in the cost of living in Brisbane.

Review Date means the date which is the annual anniversary of the Start Date.

SECOND SCHEDULE

SERVICE CONTRACTOR'S DUTIES

A. GENERAL DUTIES: The Service Contractor must perform the following general duties:

1. supervise any agents, contractors or employees of the Body Corporate or of the Service Contractor engaged in work upon the Common Property;

2. use its best endeavours to see that the Common Property is kept in good order and repair;

3. monitor the observance of the By-laws and rules (if any) of the Body Corporate and report any serious or persistent breach to the Body Corporate;

4. if requested advise the Body Corporate concerning the Duties and the caretaking of the Scheme;

5. occupy, or if the Service Contractor is a company, ensure that the person performing the Duties occupies the Service Contractor's Unit (if any);

6. keep in its possession and not give to any person except as authorised by the Body Corporate or owner of the lot concerned, the master key or keys (if any) under the control of the Body Corporate;

7. use its best endeavours to report promptly on all things requiring repair and on all matters creating a hazard or danger and take remedial action where applicable;

8. 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;

9. comply with and carry out all reasonable directions given by the Body Corporate about the caretaking, administration and management of the Scheme;

10. at all times ascertain and be aware of the general condition of the Scheme so that the Service Contractor is able to keep the Representative fully informed;

11. as far as the Service Contractor is reasonably able and lawfully capable of so doing, make arrangements as directed by the Body Corporate and at the expense of the Body Corporate to keep order in the Scheme and take such precautions as it sees fit to safeguard the Scheme against unlawful entry or accident;

12. with the aid of the plans of the Scheme issued to the Service Contractor pursuant to this Agreement and (where necessary) inspection made by competent personnel, the Service Contractor must inform itself of the layout, construction, location, character, plan and operation of the lighting, heating, plumbing, ventilation systems and other mechanical equipment installed in the Scheme and must advise the Body Corporate generally on the condition thereof from time to time and must recommend to the Representative any changes or modifications to be made in respect of any of these matters;

13. perform such other acts and things as are reasonably necessary and proper in the discharge of its Duties;

14. carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding permanent policies or procedures to be observed in the conduct of the Scheme;

15. regularly inspect the fire fighting equipment installed within the Common Property, and arrange for a suitably qualified consultant to undertake any maintenance or other works necessary to keep such equipment in effective working condition in accordance with the relevant laws. The charges relevant to such inspection and the out-of-pocket expenses required to keep the equipment in order shall be paid by the Body Corporate;

16. if directed by the Body Corporate, arrange for a suitably qualified consultant to prepare an emergency evacuation manual (printing cost to be paid by the Body Corporate) according to the requirements of the local fire brigade;

17. keep records of false fire alarms including details of which owner or occupier caused the event;

18. regularly (at least once per week) inspect all drainage, sewerage and septic systems servicing the Common Property and if necessary arrange the rectification of any problems, the cost of which rectification shall be paid by the Body Corporate;

19. regularly inspect the lifts (if any) and electric or electronic security (if any) or other systems in the Common Property and arrange for maintenance or other works necessary to keep them in efficient working condition at the expense of the Body Corporate;

20. ensure that all common electrical apparatus including lighting and security devices are kept fully functional throughout the Common Property and arrange for any necessary maintenance. The cost of any lights, globes, tubes, fuses and maintenance and other works shall be paid by the Body Corporate;

21. as required, clean all easily accessible glass and windows in the Common Property (excluding the inside and outside of windows in each lot in the Scheme). The Service Contractor (if directed by the Body Corporate) shall engage a professional window cleaner to perform the task of cleaning the windows in areas which are not easily accessed at the cost of the Body Corporate;

22. operate, inspect and arrange maintenance of the waste disposal and recycling system in accordance with the requirements of the any system for the Scheme;

23. establish and maintain a rubbish collection service at the cost of the Body Corporate and remove all rubbish and waste material from the Common Property (including from collection waste areas or points anywhere in the Scheme) to the point of disposal as required;

24. mow the lawns on the Common Property and the adjacent footpath (if any) and maintain the gardens and shrubs to a high standard;

25. effect minor repairs and maintenance to the Common Property of such nature which do not require the services of a skilled tradesman;

26. account to the Body Corporate and to owners, as the case may be, for all their funds or other property (if any) in the possession or custody of the Service Contractor;

27. keep records of security breaches and incidents and report to police promptly after a breach of security of the Scheme occurs;

28. supervise the car parking arrangements (including the visitor car parking area, if any, and the use of the loading bay, if any) having regard to the allotment of car parking spaces pursuant to the By-laws (if any) and maintain the car parking areas and car wash areas (if any) in a clean and tidy condition. This Duty does not extend to professional style degreasing or pressure washing which is to be arranged by the Service Contractor at the request and cost of the Body Corporate;

29. generally, to the best of its ability, manage the Scheme and ensure that it is kept in first class order and repair;

30. cause the Scheme appurtenances, grounds and all plant and equipment to be properly maintained at all times;

31. operate, inspect and arrange maintenance of the cool room (if any) in the Scheme;

32. supervise the activities relating to all easements (if any) both burdening and benefiting the Common Property and report any breaches of those easements to the Committee; and

33. supervise the arrangements in relation to occupiers moving in and out of the Scheme.

B. **SPECIFIC DUTIES:** Without derogating from the generality of the Service Contractor's Duties above, the Service Contractor shall be responsible for the following Duties:

CLEANING AND GROUNDS MAINTENANCE - DAILY ROUTINE (BEING ONCE PER 24 HOUR PERIOD) (BUT ONLY IF REQUIRED)

Stairwells (if any):	Remove all rubbish, sweep, clean and mop with detergent;
Barbecue Area (if any)	Sweep area clean and empty rubbish bins. Wipe clean outdoor furniture. Clean off fat/grease (if any) from barbecue plates and facings. Check and fill gas bottles as required - reserve bottle to be full at all times;
Grounds	Empty rubbish bins and smokers' receptacles. Water, as required (and if permitted by law), any plants, shrubs and planter boxes. Sweep access paths:
Water Feature (if any)	Check water level and clarity. Clean as required. Check pump and filter for normal operation and pressure;
Garbage Bin Area	Place bins at collection point for Council collection. Sweep garbage bin area - hose/mop with detergent as necessary. After garbage collection by Council replace bins in garbage area. Ensure that no Common Property area bins emit offensive odours and are regularly emptied. The Service Contractor is not required to deal with bins stored within individual lots;
Common Areas	All common areas (excluding common areas specified to be cleaned weekly) to be vacuumed, mopped and washed;
Windows	All exterior windows in common areas to be cleaned as required, inside and out. Windows out of normal reach are not included in this daily routine;
Driveways, etc	All pathways, driveways and common path areas to be checked for cleanliness, swept, washed or hosed (if permitted by law) as required;

CLEANING AND GROUNDS MAINTENANCE - AS REQUIRED

Visitors Car (if any)	Check complete car park area. Pick up any rubbish (papers, wrappers etc) and empty rubbish bins (if any). Check light fittings and replace blown bulbs and tubes;
Footpaths & Road Access	Sweep area clean, remove rubbish, papers etc. Hose down (if permitted by law) all footpaths and access roads.

CLEANING AND GROUNDS MAINTENANCE - WEEKLY ROUTINE (BEING ONCE IN EACH 7 DAY PERIOD) (BUT ONLY IF REQUIRED)

Barbecue Area (if any)	Sweep and clean surfaces. Check operation of barbecue controls/jets and light fittings. Clean drip tray and renew sand;
Grounds	Sweep pathways and hose clean (if permitted by law). Hose clean (if permitted by law) and scrub where necessary outdoor furniture (if any) to remove dirt stains. Cut grass and trim edges (if any). Report any repair/replacement requirements to the Committee;
Water Feature (if any)	Clean and maintain;

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Car Parks	Hose down common areas and entry/exit ramp to street level. Degrease as necessary;
Garbage Bin Area	Scrub out Common Property area bins with disinfectant/cleanser. Scrub out bin area with disinfectant/cleanser. The Service Contractor is not required to clean bins owned and stored within individual lots.
Fire Safety Equipment	Accompany contractor (if any) during examinations and ensure conformity with contractual obligations with the Body Corporate.
Walls/Fences	Walls and fences in common areas to be cleaned and maintained as required. Glass walls (if any) to be washed and thoroughly cleaned.
Gardens	Water (if permitted by law), as required, plants, shrubs and planter boxes (if any). Plants to be fertilised and tended to as required. Arrange for diseased or dead plants to be removed and replaced with equivalent plants. Body Corporate to pay the cost of replacement plants. Arrange for mulching and other related capital works at the request and cost of the Body Corporate.
Common Areas	All foyers and windows (excluding the ground level and basement foyers and windows which are to cleaned daily if required) to be vacuumed, mopped and washed.

CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE (BUT ONLY IF REQUIRED)

Building	Inspect building thoroughly internally and externally and note: - corrosion - paint condition - concrete cracking or chipping - leaks after heavy rain - condition of roof - condition of windows, doors and locks - security breaches
Fire Safety Equipment:	Accompany contractor (if any) during examinations and ensure conformity with contractual obligations and fire safety regulations.
Pumps (if any)	After checking fuel, oil and battery test run auxiliary pumps for 30 minutes on load and confirm that unit is running smoothly. Inspect exhaust system for leaks and look for corrosion;
Furniture	Check wear and tear of the Common Property furniture (indoor and outdoor) (if any) and report on its condition to the Committee;

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CLEANING AND GROUNDS MAINTENANCE - SIX MONTHLY ROUTINE

Fans (if any)	Inspect condition of fan blades and look for corrosion;
Fire Safety Equipment	Accompany service contractor (if any) and ensure examination and tests of hose reels and extinguishers (if any) to ensure conformity with contractual obligations and fire safety regulations.

GARDEN MAINTENANCE

All garden and grass edges to be trimmed and grass mowed around Scheme and adjacent footpath weekly or according to rate of growth or condition of weather. Keep all gardens to a good standard at all times with replacement of shrubs and plants at the expense of the Body Corporate as is necessary. Spray pathways and arid brickwork with weed killer at regular intervals. Check on state of exterior fencing and gates and report to Committee accordingly.

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SIGNING

SIGNED BY THE BODY CORPORATE FOR Stone Apartments Community Titles Scheme [CTS NO.] under its Common Seal by the Chairman of the Body Corporate in the presence of:)

.....

Chairman

.....

Witness

SIGNED BY [SERVICE CONTRACTOR] in accordance with Section 127 of the Corporations Act in the presence of:)

.....

Director / Sole Director

.....

Witness

.....

Director / Secretary

GUARANTEE AND INDEMNITY

TO: **BODY CORPORATE FOR "STONE APARTMENTS" COMMUNITY TITLES SCHEME NO. [CTS NUMBER]** of C/- **Prudential Body Corporate Management Pty Ltd of Unit 4, 1293 Logan Road, Mount Gravatt Qld 4122**

("Body Corporate")

RE: Body Corporate Service Contractor's Agreement for "Stone Apartments" Community Titles Scheme No. [CTS NUMBER]

("Agreement")

FROM: .....

("Guarantors")

1. In consideration of the Body Corporate agreeing at the request of the Guarantors to enter into the Agreement, the Guarantors guarantee the performance of the Service Contractor under the Agreement and indemnify the Body Corporate as described below.

2. The Guarantors guarantee to the Body Corporate that the Service Contractor will duly perform its obligations under the Agreement.

3. The Guarantors agree to indemnify the Body Corporate against all damages, costs, expense and losses of any kind (including legal fees on an indemnity basis) which the Body Corporate may suffer as a result of any breach of the Agreement by the Service Contractor.

4. The Guarantors agree that their obligations under this Guarantee and Indemnity are continuing, regardless of any:

    (d) termination of the Agreement by the Body Corporate as a result of any breach by the Service Contractor;

    (e) insolvency, bankruptcy or winding up of the Service Contractor;

    (f) assignment of the Agreement by the Service Contractor;

    (g) grant of time or other concession to the Service Contractor by the Body Corporate;

    (h) compromise, waiver or variation of any of the rights of the Body Corporate against the Service Contractor under the Agreement;

    (i) delay by the Body Corporate in exercising its rights;

    (j) other matter which, but for this clause, might have released the Guarantors from their obligations to the Body Corporate; and

    (k) the Guarantors promise the Body Corporate that they have read this Guarantee and the Agreement and have taken whatever legal advice they think necessary.

5. This Guarantee binds each of the Guarantors individually and all of them jointly.

6. Any terms defined in the Agreement have the same meaning when used in this Guarantee and Indemnity.

Guarantor's Signature

WARNING: If you sign as Guarantor then you are agreeing to be liable for the performance of the Service Contractor under the Agreement.

SIGNED by the Guarantor(s) named above)
in the presence of:)

.....

.....

Witness

Note:

1. **All directors of Service Contractor company must sign this Guarantee and Indemnity; and**

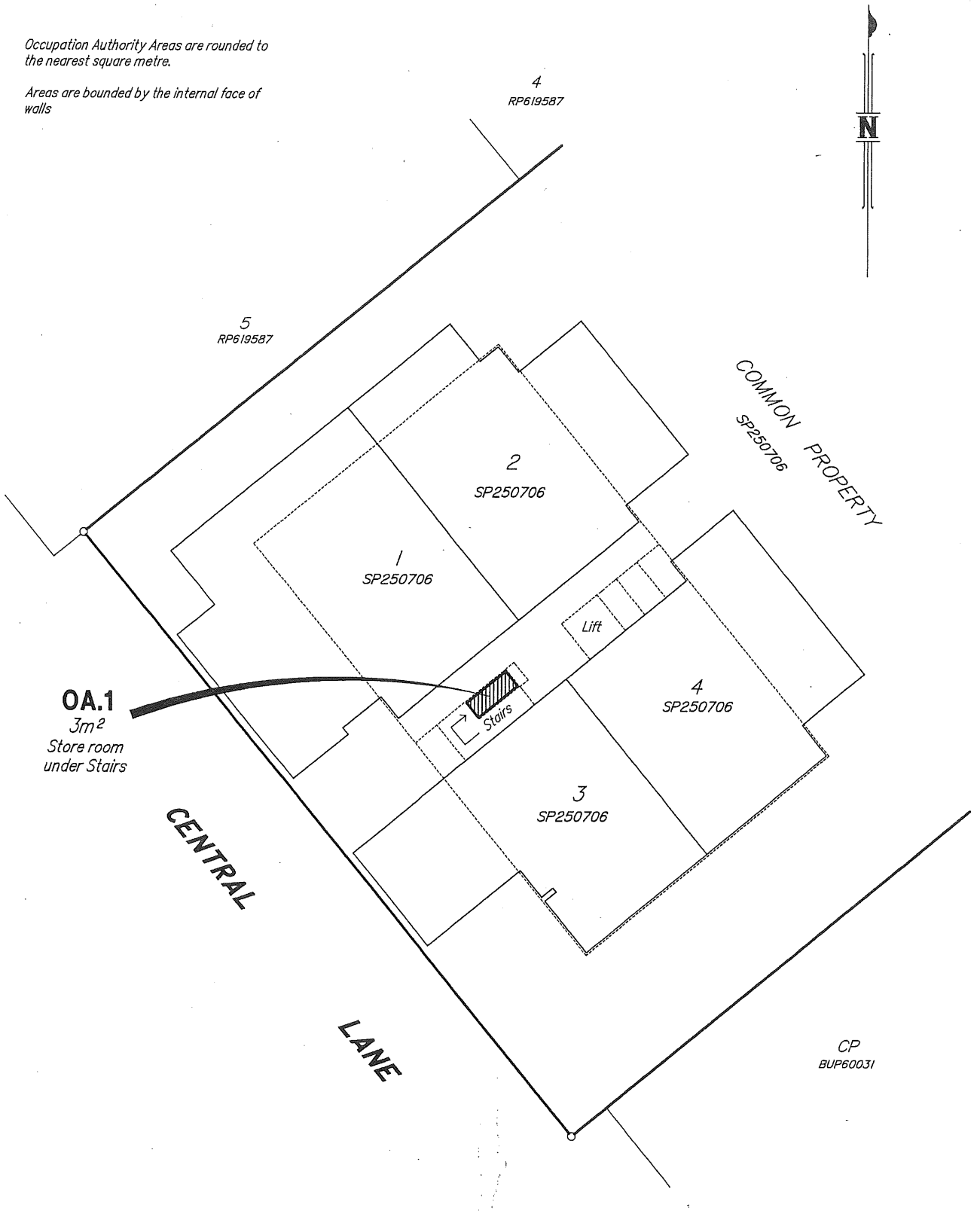
2. **The signing of this Guarantee and Indemnity must be witnessed. Witness must be 18 years or over and not a co-guarantor or party to the Agreement.**

OCCUPATION AUTHORITY AREA PLAN
CENTRAL LANE GLADSTONE CTS

Sheet | of

Occupation Authority Areas are rounded to the nearest square metre.

Areas are bounded by the internal face of walls



JFP Urban Consultants Pty.Ltd., A.C.N. 050 414 045 Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

Preliminary
9-03-12

Director

Director

Date

PARISH	*GLADSTONE*
COUNTY	*Clinton*
ORIGINAL	
LOCALITY	*GLADSTONE CENTRAL*
MAP REF	*9150-24334*
MERIDIAN	*RP604936*
Local Authority	*Gladstone RC*

(A3) Scale 1: 200 metres 0 2 4 6 8 10 12 14 16 18 20

SKETCH PLAN OF OCCUPATION AUTHORITY AREA ON LEVEL A IN COMMON PROPERTY ON SP250706 CENTRAL LANE CTS

JFP URBAN CONSULTANTS
BRISBANE - SUNSHINE COAST - CENTRAL QLD
CENTRAL QUEENSLAND
59 Goondoon Street,
Gladstone Qld 4680
P 07 4972 2100 W www.jfp.com.au
PLANNERS - URBAN DESIGNERS - SURVEYORS - ENGINEERS - LANDSCAPE ARCHITECTS

08-03-2012

Examined JFP URBAN CONSULTANTS PTY LTD (ACN 050 414 045)
ENDORSED
ACCREDITED _____ SKETCH OK

Drawing No.G3135-02.dwg

Drawing File G3135-02 OA.dwg

PROPOSED LETTING AUTHORISATION AGREEMENT

(follows this page)

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LETTING AUTHORISATION AGREEMENT

DATE:

PARTIES:

1. **BODY CORPORATE FOR "STONE APARTMENTS" COMMUNITY TITLES SCHEME NO. [CTS NUMBER]** of C/- Prudential Body Corporate Management Pty Ltd of Unit 4, 1293 Logan Road, Mount Gravatt Qld 4122

("Body Corporate")

2. .....

.....

("Agent")

BACKGROUND:

A. The Body Corporate is the body corporate for the Scheme.

B. The Body Corporate wishes to provide the Owners with a service for letting out their respective lots.

C. The Body Corporate and the Agent have reached agreement on the performance of certain duties by the Agent and the granting to the Agent of certain privileges by the Body Corporate.

D. The Body Corporate has, by resolution, authorised the signing of this Agreement.

TERMS:

1. INTERPRETATION

1.1 The following words and expressions shall have the following meanings:

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

"**Agent's Office"** means the lot(s) (if any) nominated for time to time by the Agent to the Body Corporate to be used to conduct the Business and for any other purposes which may be authorised in any agreement between the Body Corporate and the Agent which expressly includes but is not limited to the selling of lots in the Scheme;

"***Business***" means the business that the Agent is authorised to conduct under this Agreement;

"***By-laws***" means the by-laws for the Scheme;

"***Deed of Covenant***" means the Deed required by Section 116(2)(b) of the Act, a proposed copy of which is attached and marked Annexure "AA";

"***End Date***" means **[DD/MM/20YY]**;

"***Committee***" means the committee of the Body Corporate;

"***Common Property***" means the common property of the Scheme;

"***Owners***" means owners of lots in the Scheme;

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"***Regulation Module***" means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008;*

"***Related Persons***" means:

(a) in respect of a company, the company's directors and principal shareholders; or

(b) in respect of a partnership, the partners of the partnership;

"***Representative***" means the person appointed by the Committee from time to time pursuant to Clause 7;

"***Scheme***" means Stone Apartments Community Titles Scheme No **[CTS NUMBER]**;

"***Start Date***" means **[DD/MM/20YY]**; and

"***Term*** " means the 25 year period starting on the Start Date and ending on the End Date.

1.2 In this Agreement, unless a contrary intention appears:

(a) the masculine include the feminine and vice versa;

(b) the singular include the plural and vice versa;

(c) reference to persons includes companies;

(d) headings are for reference purposes only and do not form part of this Agreement;

(e) reference to any statute is as amended or replaced from time to time; and

(f) unless otherwise defined in this Agreement, words and expressions defined in the Act have the same meaning when used in this Agreement.

1.3 This Agreement binds the administrators, executors, successors and permitted assigns of each party.

1.4 Every agreement or obligation expressed or implied in this Agreement by which two or more persons agree to be bound, binds them jointly, and each of them severally, and every provision expressed or implied in this Agreement which applies to two or more persons applies to such persons jointly and each of them severally.

2. AUTHORISATION AND APPOINTMENT OF AGENT

2.1 The Body Corporate authorises and appoints the Agent to conduct and provide letting services to Owners in accordance with the terms of this Agreement for the Term from the Start Date to the End Date.

2.2 The Agent accepts the appointment subject to the provisions of this Agreement.

3. BUSINESS

3.1 The Agent is entitled to conduct from within the Scheme and from the Agent's Office (if any) the business of:

(a) letting lots in the Scheme; and

(b) sale of lots in the Scheme,

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for such Owners as desire to have the Agent act as their agent. The agent may provide ancillary services.

4. AGENT'S PROMISES

4.1 The Agent promises the Body Corporate that it will at its own expense:

(a) comply with all statutes and obtain and keep current all necessary permits, consents or licences required by any lawful authority to enable it to conduct the Business;

(b) conduct the Business in a manner so as not to unduly interfere with the quiet enjoyment and occupation of lots and in compliance with the By-laws;

(c) maintain and staff the reception and office area (if any) at such times as are reasonably necessary for the operation of the Business;

(d) supervise the standard of tenants of all lettings arranged by it and ensure, so far as is practicable, that no nuisance is created in the Scheme and that the Scheme is not brought into disrepute; and

(e) retain or ensure that a Related Person retains a right to occupy the Agent's Office.

4.2 Where the Agent is a company, the Agent must ensure an adequate number of its officers, employees, servants or agents are available at the Scheme to operate the Business.

5. ACKNOWLEDGMENT

The Agent promises the Body Corporate that it will provide the letting service only to Owners who require that service. The Agent acknowledges that Owners are free to choose whether or not they use the services of the Agent and may use the services of any other person. The Agent must not hinder any person so engaged.

6. BODY CORPORATE'S PROMISES

The Body Corporate promises the Agent that:

(a) during the Term it will not directly or indirectly, nor will it permit any person including its staff, to carry on or render or be concerned in any business or service which competes with the Business;

(b) the Body Corporate will not lease or grant any licence in respect of any part of the Common Property to any person or company other than the Agent for a purpose which competes with the Business; and

(c) the Body Corporate will not enter into any agreement with any other entity on the same or similar terms as this Agreement during the Term.

7. BODY CORPORATE'S REPRESENTATIVE

7.1 The Committee must appoint a member of the Committee to give instructions to and to communicate with the Agent on behalf of the Body Corporate. Not more than one person will be appointed as Representative at any one time.

7.2 The Agent must confer fully and freely with the Representative relative to the performance by the Agent of its services. If the Representative requests, the Agent must attend meetings of the Committee and members of the Body Corporate. The Agent is entitled to be heard on any relevant question or matter raised at any meeting.

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8. S116 ACT

If the Letting Agent is not the registered owner or the lessee of the Agent's Office, the Letting Agent must ensure that the owner or the lessee of the Agent's Office enters into the Deed of Covenant with the Body Corporate.

9. ASSIGNMENT

9.1 The Agent may only assign its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.

9.2 If the proposed assignee is a company and, if required by the Committee, the directors and/or shareholders (as the Committee may elect) of such company must guarantee the covenants and agreements on the part of the proposed assignee. This requirement does not apply if the assignee is a company which is listed on the Australian or other Stock Exchange or is a subsidiary of a parent company which is listed on the Australian or other Stock Exchange.

9.3 Any documentation to be prepared in respect of the assignment will be prepared by the solicitors for the Body Corporate and must contain such terms, covenants and conditions as those solicitors determine.

9.4 If the Agent is a company (other than a company which, or a parent company of which is listed on a stock exchange) and there is any alteration to the board of directors or share capital of the Agent, or other event which in the reasonable opinion of the Committee alters the effective control of the Agent, such change of control of the Agent shall be deemed to be an assignment of this Agreement and the provisions of the Act and the Regulation Module shall apply.

9.5 If the Agent assigns its interest in accordance with this Agreement, the Body Corporate must release the Agent and any guarantors from any breaches of this Agreement after the date of assignment.

10. STAFF AND ANNUAL LEAVE

10.1 The Agent may, for temporary purposes only, appoint a person to act as letting agent of the Scheme ("the Alternate Agent"). The Alternate Agent must be of good character and capable of providing the services of the Agent as authorised by this Agreement.

10.2 The Agent is entitled to 4 weeks leave per year. In the Agent's absence, it must temporarily appoint an Alternate Agent to provide the letting services.

10.3 The Agent is responsible for any remuneration payable to the Alternate Agent.

10.4 The Agent is liable and responsible for performance of all costs, deeds and things required under this Agreement despite the appointment of the Alternate Agent.

10.5 For avoidance of doubt, if the Agent is a company, the Agent may carry out the Business through its officers, employees, servants or agents.

11. TERMINATION

11.1 The Body Corporate may, following resolution of the Body Corporate at a general meeting, terminate this Agreement by giving the Agent a notice in writing if the Agent or a Related Person to the Agent:

(a) assigns or attempts to assign the benefit of this Agreement in breach of this Agreement;

(b) ceases to have a right to occupy the Agent's Office (if any);

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(c) has the appointment as service contractor under the Body Corporate Service Contractor's Agreement with the Body Corporate (if any) terminated for any reason;

(d) neglects to provide the letting service under this Agreement within a period of 60 days after notice in writing is given to the Agent and to perform the letting service; and

(e) is convicted of any indictable offence and sentenced to any term of imprisonment, or fined in excess of $100,000.00.

11.2 The Agent may by providing 6 months written notice to the Body Corporate terminate this Agreement at any time.

12. NOTICES

12.1 Notices under this Agreement may be signed by a party or its solicitor.

12.2 Notices are effectively given if:

(a) delivered or posted to the other party or its solicitor; or

(b) sent to the facsimile number of the other party or its solicitor.

12.3 Posted notices will be treated as given 3 days after posting.

12.4 Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

12.5 Notices by a party's solicitor to the other party or its solicitor will be treated as given with the first party's authority.

13. SEVERANCE

Any void, voidable or illegal term of this Agreement must be severed unless to do so will result in a change to the basic nature of this Agreement.

14. WAIVER

14.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

14.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

14.3 A waiver is not effective unless it is in writing.

14.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

15. VARIATION

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

16. APPLICABLE LAW

Queensland Law applies to this Agreement.

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17. NO MERGER

No act done or document signed in connection with this Agreement prevents any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

18. COSTS

18.1 Each party shall pay its own costs of this Agreement. transfer duty assessed on this Agreement shall be paid by the Agent.

18.2 A defaulting party shall pay to the other party all costs (including legal costs on a solicitor and own client basis) which are reasonably incurred by the other party in connection with such default. Legal costs are deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or rights, the actual exercise of any power, remedy or rights, or the institution or prosecution of proceedings in respect of any default.

19. AUTHORITY TO DATE AND COMPLETE

The Agent authorises every member of the Committee and the solicitors for the Body Corporate to do all or any of the following things:

(a) to date or complete any blank spaces in this Agreement; and

(b) to complete and sign any document necessary to stamp or register this Agreement.

20. AGREEMENT TO SUPERSEDE ANY PREVIOUS AGREEMENTS

This Agreement supersedes any previous agreement (whether written or oral) between the parties touching or concerning any of the matters or similar matters to those matters dealt with in this Agreement.

21. GUARANTEE AND INDEMNITY

21.1 This clause applies if the Agent:

(a) is a company;

(b) is a company trustee of a trust; or

(c) is an individual trustee of a trust.

21.2 If this clause applies, the Agent must arrange that its performance under this Agreement is guaranteed by:

(a) in the case of the Agent being a company, the directors of the company, and if required by the Body Corporate, the shareholders of the company;

(b) in the case of the Agent being a company and a trustee of a trust, the directors of the company, and if required by the Body Corporate, the shareholders of the company and the principal beneficiaries of the trust; and

(c) in the case of the Agent being an individual trustee of a trust, the Agent in its personal capacity and, if required by the Body Corporate, the principal beneficiaries of the trust.

21.3 The guarantee will be in the form of the Guarantee and Indemnity attached to this Agreement.

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21.4 Notwithstanding sub-clause 1, this clause does not apply if the Agent is a company which is listed on the Australian or other Stock Exchange or is a subsidiary of a parent company which is listed on the Australian or other Stock Exchange.

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SIGNING

SIGNED BY THE BODY CORPORATE FOR Stone Apartments Community Titles Scheme [CTS NO.] under its Common Seal by the Chairman of the Body Corporate in the presence of:)

.....

Chairman

.....

Witness

SIGNED BY [THE AGENT] in accordance with Section 127 of the Corporations Act in the presence of:)

.....

Director / Sole Director

.....

Witness

.....

Director / Secretary

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GUARANTEE AND INDEMNITY

TO: **BODY CORPORATE FOR "STONE APARTMENTS" COMMUNITY TITLES SCHEME NO. [CTS NUMBER]** of C/- Prudential Body Corporate Management Pty Ltd of Unit 4, 1293 Logan Road, Mount Gravatt Qld 4122

("Agent ")

RE: Letting Authorisation Agreement for "Stone Apartments" Community Titles Scheme No. [CTS NUMBER]

("Agreement")

FROM: .....

("Guarantors")

1. In consideration of the Body Corporate agreeing at the request of the Guarantors to enter into the Agreement, the Guarantors guarantee the performance of the Agent under the Agreement and indemnify the Body Corporate as described below.

2. The Guarantors guarantee to the Body Corporate that the Agent will duly perform its obligations under the Agreement.

3. The Guarantors agree to indemnify the Body Corporate against all damages, costs, expense and losses of any kind (including legal fees on an indemnity basis) which the Body Corporate may suffer as a result of any breach of the Agreement by the Agent.

4. The Guarantors agree that their obligations under this Guarantee and Indemnity are continuing, regardless of any:

    (a) termination of the Agreement by the Body Corporate as a result of any breach by the Agent;

    (b) insolvency, bankruptcy or winding up of the Agent;

    (c) assignment of the Agreement by the Agent;

    (d) grant of time or other concession to the Agent by the Body Corporate;

    (e) compromise, waiver or variation of any of the rights of the Body Corporate against the Agent under the Agreement;

    (f) delay by the Body Corporate in exercising its rights;

    (g) other matter which, but for this clause, might have released the Guarantors from their obligations to the Body Corporate; and

    (h) the Guarantors promise the Body Corporate that they have read this Guarantee and the Agreement and have taken whatever legal advice they think necessary.

5. This Guarantee binds each of the Guarantors individually and all of them jointly.

6. Any terms defined in the Agreement have the same meaning when used in this Guarantee and Indemnity.

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Guarantor's Signature

WARNING: If you sign as Guarantor then you are agreeing to be liable for the performance of the Agent under the Agreement.

SIGNED by the Guarantor(s) named above)
in the presence of:)

.....

.....

Witness

Note:

1. **All directors of the Agent company must sign this Guarantee and Indemnity; and**

2. **The signing of this Guarantee and Indemnity must be witnessed. Witness must be 18 years or over and not a co-guarantor or party to the Agreement.**

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"AA"
DEED OF COVENANT

PARTIES:

BODY CORPORATE FOR STONE APARTMENTS CTS NO. [CTS NUMBER]

("Body Corporate")

.....

("Lot Owner")

BACKGROUND:

1. The Lot Owner has entered into a contract to buy the Service Contractor's Unit. The Letting Agent and the Body Corporate have entered into a Letting Agreement, whereby the Letting Agent is to:

   (a) provide letting agent services to the Body Corporate; and

   (b) conduct its business from the Service Contractor's Unit.

2. As the Letting Agent is not the registered owner or the lessee of the Service Contractor's Unit, section 116 of the Act requires the Body Corporate and the Lot Owner to enter into this Deed on certain terms.

3. The parties have agreed to the covenants set out in this Deed in order to comply with the requirements of the Act.

TERMS

1. Definitions

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

"**Service Contractor's Unit**" means Lot [LOT NO.] at Stone Apartments;

"**Letting Agent**" means the person or entity holding a letting authority from the Body Corporate; and

"**Management Rights**" has the meaning given to that term in the Act.

2. Lot Owner's Covenants

2.1 The parties acknowledge and agree that this clause and the covenants contained in it:

   (a) comprise and operate as a deed as prescribed under Section 116 (2)(b) of the Act; and

   (b) only operate if a Deed is required to be entered into between the Body Corporate and the Lot Owner pursuant to Section 116(2)(b) of the Act.

2.2 The Lot Owner is or is the proposed registered owner of the Service Contractor's Unit and will be the "lot holder" for the purposes of Section 116 of the Act.

2.3 The Lot Owner, as the registered owner or the proposed registered owner of the Service Contractor's Unit:

   (a) agrees to transfer the Lot Owner's interest in the Service Contractor's Unit, in accordance with the procedures and requirements of the Act and the terms of this Deed, if:

      (i) the Letting Agent is required to transfer the Letting Agent's Management Rights under the Act; and

      (ii) if the Body Corporate gives the Letting Agent a valid transfer notice under Section 140 of the Act;

   (b) must do all that is required, including sign all documents as are necessary, to ensure that the transfer of the Service Contractor's Unit under this clause is effected contemporaneously with the transfer of the Management Rights; and

   (c) authorises the Body Corporate to act in its place, including without limitation to sign all such documents as are necessary, if the Lot Owner does not comply with the Lot Owner's obligations under this clause.

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

Signed as a Deed

THE COMMON SEAL of **BODY CORPORATE FOR STONE APARTMENTS COMMUNITY TITLES SCHEME NO.[CTS NUMBER]** was hereunto affixed in the presence of:)

.....
Chairman

.....
Witness

.....
Committee Member

SIGNED AND DELIVERED AS A DEED BY THE LOT OWNER under Section 127 of the Corporations Act in the presence of:)

.....
Signature of Director

.....
Witness

.....
Signature of Director / Secretary

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