CARETAKING AGREEMENT

BODY CORPORATE FOR SURFERS PARADISE COMMUNITY

THIS AGREEMENT is made the day of 2020

BETWEEN:

AND:

in the State of Queensland ("the Caretaker') of the Other Part.

THE RECITALS

A.

B. The Body Corporate wishes to appoint the Caretaker to administer the Community Titles Scheme and specifically the Common Property for the benefit of all Lot Owners.

C. The Caretaker has agreed to act as the Caretaker and to carry out certain duties for the Body Corporate in relation to the Common Property upon the terms and conditions set out in this Agreement.

THE OPERATIVE PART

1. Definitions and Interpretation

1.1 Definitions:

1.1.1 "**Act**" means the *Body Corporate and Community Management Act 1997* or any regulation module applicable to the Community Titles Scheme.

1.1.2 "**Agreement**" or "**this Agreement**" means this Agreement and the Schedules;

1.1.3 "**Building**" means the building in which the Community Titles Scheme is contained;

1.1.4 "**business day**" means a week day other than a Saturday, Sunday or public holiday in the place where the Community titles Scheme is situated.

1.1.5 **"By-Laws"** means the by-laws contained in the Community Management Statement of the Community Titles Scheme 53513.

1.1.6 "**Caretaker**" means the Caretaker appointed by this Agreement;

1.1.7 "**Caretaking Duties**" means the duties set out in clause 5 and in Schedule 2;

1.1.8 **"Common Property"** has the meaning given in the Act;

1.1.9 **"Committee"** means the committee of the Body Corporate elected or otherwise appointed pursuant to the Act;

1.1.10 **"Community Titles Scheme"** means the Community Titles Scheme referred to in the introduction.

1.1.11 **"End Date"** means 30 November 2035 being the date which is fifteen (15) years from the Start Date.

1.1.12 **"GST"** has the meaning so ascribed to it in the GST Act;

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

1.1.14 "**Lot or Lots**" means any Lot or Lots in the Community Titles Scheme;

1.1.15 **"Parcel"** means the lots and the common property comprising the Community Titles Scheme;

1.1.16 "**Period of Engagement**" means the period set out in Schedule 1 as may be lawfully extended by the parties;

1.1.17 **"Occupier"** means the same as in the Act.

1.1.18 **"Owner"** means the registered owner of a Lot including a mortgagee in possession.

1.1.19 "**Representative**" or "**Body Corporate Representative**" means the person appointed by the Body Corporate from time to time pursuant to clause 7.1;

1.1.20 **"Start Date"** means 1 December 2020.

1.2 Interpretation:

1.2.1 headings have been inserted for guidance only and do not form part of nor affect the interpretation of this Agreement;

1.2.2 references to a person include where the context requires, a corporation, a natural person and any other entity capable of suing and being sued;

1.2.3 references to any statutory provision or other such legislative or like enactment include any statutory provisions amending, consolidating or replacing same, and all by-laws, orders in Council, ordinances, proclamations, regulations, rules and other authorities made under them;

1.2.4 words importing the singular number include the plural and vice versa;

1.2.5 words importing any particular gender include where the context requires all genders;

1.2.6 where two (2) or more persons are named as the Caretaker:

(a) the expression "the Caretaker" is a reference to those persons jointly as well as to each of them severally; and

(b) this Agreement and the obligations and agreements on their part contained or implied bind those persons jointly as well as each of them severally;

1.2.7 where any provision of this Agreement requires a determination to be made by the Body Corporate that determination will be sufficiently made if done in accordance with the provisions of the Act.

2. Engagement and Period of Engagement of Caretaker

2.1 The Body Corporate exclusively engages the Caretaker to perform the Caretaking Duties.

2.2 The Caretaker is not an employee of the Body Corporate.

2.3 The Caretaker is engaged as a service contractor from the Start Date to midnight on the End Date.

2.4 **Option for Extension**

Subject to:

(i) such arrangement not being unlawful; and

(ii) the Caretaker shall not have committed a breach of this Agreement which has entitled the Body Corporate to lawfully terminate this Agreement; and

(iii) the Caretaker not giving notice in writing to the Body Corporate, at least six (6) months before the End Date stating that it does not require an extension of this Agreement;

the period of engagement shall be automatically extended for a further period of engagement ("First Extension Term") upon the same terms and conditions as are set out in this Agreement, with the exception of this clause. The Body Corporate must execute a document to confirm the extension for the further period of engagement if so requested by the Caretaker.

Subject to:

(iv) such arrangement not being unlawful; and

(v) the Caretaker shall not have committed a breach of this Agreement which has entitled the Body Corporate to lawfully terminate this Agreement; and

(vi) the Caretaker not giving notice in writing to the Body Corporate, at least six (6) months before the end date of the First Extension Term stating that it does not require an extension of this Agreement;

the period of engagement shall be automatically extended for a further period of engagement of five (5) years upon the same terms and conditions as are set out in this Agreement, with the exception of this clause. The Body Corporate must execute a document to confirm the extension for the further period of engagement if so requested by the Caretaker.

3. Remuneration of Caretaker

3.1 In consideration of the performance by the Caretaker of the caretaking duties the Body Corporate shall pay the Caretaker the Caretaking Fee specified in Schedule 1 for performance by the Caretaker of the Caretaking Duties.

3.2 The Body Corporate shall pay the Caretaking Fee by equal monthly instalments in arrears on the first day of each calendar month with the first payment to be made on the calendar month commencing after the Start Date of this Agreement.

3.3 The Caretaking Fee is paid for the Caretaking Duties and not for any letting service the Caretaker may provide.

3.4 The Caretaker is entitled to receive from the Body Corporate on demand the amount of GST payable in relation to payments made to, or supplies made by the Caretaker under this Agreement. The Caretaker shall provide the Body Corporate with a tax invoice in exchange for payment of the GST.

3.5 On each of the review dates specified in Schedule 1 during the period of engagement or any extension thereof, the Caretaking Fee for the next year will be such amount (but not less than the amount existing at the review date) as is agreed between the parties, or failing agreement, such amount calculated by multiplying the caretaking fee, by:

3.5.1 such fraction as may be agreed by the parties; or failing agreement;

3.5.2 the following fraction:

$$\frac{A}{B}$$

where:

"**A**" = the Consumer Price Index for Brisbane (All Groups) published by the Australian Bureau of Statistics for the quarter ending immediately before that review date; and

"**B**" = the Consumer Price Index for Brisbane (All Groups) published by the Australian Bureau of Statistics for the quarter ending immediately before the date of this Agreement

4. Where the Caretaker is a Corporation

4.1 Where at any time the Caretaker is a corporation, it is the responsibility of the Caretaker to ensure at all times that an adequate number of its officers, servants or agents are available to carry out the Caretaker's duties.

4.2 Where there is, or there is proposed, any alteration to the beneficial ownership of, or issue of further shares in, the share capital of the Caretaker, which in the opinion of the Body Corporate alters the effective control of that corporation from its control as at the date of this Agreement, such change or proposed change in control of the corporation is deemed to be an assignment or proposed assignment of this Agreement and the provisions of clause 9 apply.

5. Duties of Caretaker

5.1 The Caretaker must perform the duties listed in Schedule 2.

5.2 The Caretaker must personally or using properly trained contractors or employees, attend to and perform the Caretaking Duties in respect of the Common Property to the extent that the duties do not require work to be carried out by a qualified tradesperson or by a person who has specialised skills. In performing the duties, the Caretaker must comply with all reasonable directions of the Body Corporate and shall not exercise any of the functions or powers for the Body Corporate in the conduct of its activities.

5.3 **Leave**

5.3.1 The Caretaker may appoint a suitable replacement to perform the caretaker's duties for a period of, or an aggregate of periods, up to six (6) weeks per annum, for the purpose of allowing the Caretaker a holiday or holidays for that period or aggregate of periods each year.

5.3.2 On each occasion, details of the proposed replacement shall be provided to the Body Corporate at least one (1) calendar month prior to the commencement of the Caretaker's proposed holiday PROVIDED THAT such details need only be provided twenty-four

(24) hours prior to any proposed holiday for urgent business, family or personal reasons.

5.3.3 The Caretaker must ensure that the replacement from time to time adequately performs that caretaker's duties. Any breach of this Agreement on the part of such replacement shall be deemed to be a breach of this Agreement by the Caretaker. Any remuneration payable to such replacement shall be the responsibility of the Caretaker.

6. Expenditure

6.1 The Body Corporate must pay for:

(a) the supply and maintenance and repair of all equipment; and

(b) the supply of all consumables;

required to allow the Caretaking Duties. The Caretaker must give the Body Corporate reasonable advance notice of all equipment and consumables that will be required.

6.2 Using funds provided by the Body Corporate, the Caretaker must arrange:

(a) the purchase and delivery of equipment and consumables; and

(b) the maintenance and repair of equipment;

to allow the Caretaker to perform the Caretaking Duties.

6.3 If the Body Corporate fails to provide such funds as and when required, then the Caretaker may expend the Caretaker's funds for any of the purposes for which the Body Corporate is required to provide funds. In this event the Body Corporate must reimburse the Caretaker on demand.

6.4 The Caretaker must check and verify accounts for goods and services payable by the Body Corporate relative to matters which are the responsibility of the Caretaker and must notify the representative as to whether such accounts should be paid.

7. Body Corporate Nominee

7.1 The Body Corporate must, from time to time, appoint one of the members of the Committee as the Body Corporate's Representative to communicate with, and to give instructions to the Caretaker, on behalf of the Body Corporate. Not more than one such person may be appointed at any one time.

7.2 The Body Corporate must advise the Caretaker in writing of the name, address and telephone number of its Representative.

7.3 If the Representative is not able to be contacted, the Caretaker must obtain instructions from either the chairperson or secretary of the Body Corporate.

7.4 If a Representative is not appointed the chairperson is the representative.

7.5 Where instructions of the Body Corporate is required, the Caretaker must confer with the Representative and accept instructions concerning the Caretaking Duties.

7.6 The Caretaker, upon being given reasonable notice, must attend any general meeting or committee meeting of the Body Corporate.

8. Caretaker's Covenants

The Caretaker must:

8.1 indemnify the Body Corporate against all damage and expenses which the Body Corporate may sustain by reason of any failure on the part of the Caretaker to observe any of the covenants contained in this Agreement;

8.2 indemnify and keep indemnified the Body Corporate against any actions, proceedings, claims, demands, costs, damages or expenses (including legal costs and disbursements in defending or settling any claim giving rise to the same) which may be incurred by or brought or made against the Body Corporate by virtue of the provision of Caretaking Duties by the Caretaker, or any breach of this Agreement.

9. Assignment by Caretaker

9.1 The Caretaker may assign the Caretaker's rights and obligations under this Agreement to any person firm or corporation subject to the prior approval of the Body Corporate. Such approval must not be unreasonably withheld if the proposed assignee is responsible, respectable and capable of performing the obligations of the Caretaker under this Agreement and having regard to any other matters which the Committee is by statute entitled to take into account.

9.2 In the event of a proposed assignment by the Caretaker notice in writing must be given to the Body Corporate of such proposal which notice must include all pertinent details of the proposed assignee or assignees and must be accompanied by the following information:

(a) at least two character references for the proposed assignee or assignees (or if the proposed assignee is a corporation or corporations then such references must be supplied for each of the directors of the corporation or corporations);

(b) at least two business references, being bank and business references, for the proposed assignee or assignees (or if the proposed assignee is a corporation or corporations then such references shall be supplied for each of the directors of the corporation or corporations);

(c) a letter of authority to the Body Corporate authorising the Committee to conduct such other enquiries as the Body Corporate may see fit in respect of such proposed assignee or assignees.

9.3 The Body Corporate is entitled on reasonable notice to require:

(a) the proposed assignee or assignees; or

(b) the directors of the proposed assignee or assignees (if the proposed assignee is a corporation or corporations) to be present for an interview with the Committee at a place and time nominated by the Committee.

9.4 The Body Corporate's decision whether to approve any such assignment must be communicated in writing by the Body Corporate to the Caretaker as soon as may be practicable and in any case not later than thirty (30) days from the date on which notice of the proposed assignment and accompanying information is given to the Body Corporate.

9.5 The Body Corporate is entitled to require as a condition of consent that the assignee:

(a) executes in favour of the Body Corporate a Deed of Covenant to perform observe and fulfil the terms covenants and conditions on the part of the Caretaker under this Agreement expressed or implied to be performed observed or fulfilled.

(b) Where the assignee is a corporation the Body Corporate is entitled to require that the directors of or the shareholders in the assignee execute the Deed of Covenant as guarantors and indemnifiers of the performance by assignee. Such Deed of Covenant shall be prepared by the solicitors for the Body Corporate.

9.6 The Caretaker is not entitled to assign the Caretaker's rights or obligations under this Agreement in any manner other than as strictly provided in this clause 9.

9.7 The Caretaker must pay all legal costs incurred by the Body Corporate in giving its consent.

9.8 The committee is to determine whether the Body Corporate gives its consent to any assignment unless the Act requires the consent to be given by the a Body Corporate in a general meeting.

9.9 The Body Corporate shall not be entitled to any premium payment or benefit of any kind for any request being made by the Caretaker for an assignment of this Agreement.

10. Default Events

Any of the following events constitutes an event of default under this Agreement:

10.1 if the Caretaker is in breach of this Agreement by virtue of failing to perform its Caretaking Duties and covenants or to observe the provisions of this Agreement;

10.2 if the Caretaker is a company and an order is made for the winding up of the company;

10.3 if the Caretaker (if an individual) is made bankrupt;

10.4 if the Caretaker (if an individual), or a director or shareholder of the Caretaker is convicted of a criminal offence involving dishonesty or violence. If an approved nominee is convicted, the Caretaker must, if requested by the Body Corporate, terminate the employment of that approved nominee.

11. Termination of Agreement by Body Corporate

11.1 If the Caretaker has made a default as defined in clause 10, the Body Corporate may terminate this Agreement as follows:

11.1.1 if the default is of the nature described in clause 10.2 to 10.4 inclusive: immediately upon service of a notice of termination upon the Caretaker; and

11.1.2 if the default is of the nature described in clause 10.1, the Body Corporate may by a resolution of the Committee, and by notice in writing to the Caretaker specifying the default, misconduct or negligence complained of, require the Caretaker to remedy the same within thirty (30) days. If at the expiration of that period the default has not been remedied, the Body Corporate may immediately terminate this Agreement effective by serving a notice of termination on the Caretaker.

11.2 The rights of the Body Corporate pursuant to clause 11.1 do not affect:

11.2.1 any other rights of termination the Body Corporate may have; or

11.2.2 any claim which the Body Corporate may have against the Caretaker in respect of any breach of this Agreement.

12. Termination of Agreement by Caretaker

12.1 The Caretaker may terminate this Agreement upon the happening of any of the following events:

12.1.1 the Body Corporate commits a breach of this Agreement or is in default of any clause of this Agreement, and fails to remedy such breach or default after delivery by the Caretaker to the Body Corporate of a notice in writing detailing particulars of the breach and requiring that the breach be remedied; or

12.1.2 an administrator is appointed to the affairs of the Body Corporate; or

12.1.3 the Body Corporate acts (or fails to act) in such a way as to prevent the Caretaker from carrying out any duties under this Agreement; or

12.1.4 for any reason the Caretaker gives the Body Corporate three (3) calendar months' notice in writing of the termination.

12.2 The rights of the Caretaker pursuant to clause 12.1 do not affect:

12.2.1 any other rights of termination the Caretaker may have; or

12.2.2 any claim which the Caretaker may have against the Body Corporate in respect of any breach of this Agreement.

13. Notices

Any notice, demand or other document (notice) authorised or required to be given or served under this Agreement is sufficiently given or served if given or served:

14.1 in the case of a notice to the Body Corporate:

14.1.1 by leaving it with the Body Corporate's Representative, the chairperson, secretary or a committee member;

14.1.2 by pre-paid postage; or

14.1.3 by facsimile transmission at the address of the parties set out in this Agreement, or to such other address as either party by written notice may advise the other.

14.2 in the case of a notice to the Caretaker:

14.2.1 by leaving it with the Caretaker;

14.2.2 by pre-paid postage; or

14.2.3 by facsimile transmission at the address of the parties set out in this Agreement, or to such other address as either party by written notice may advise the other.

15. Relationship

15.1 The relationship of the Caretaker with the Body Corporate is that of independent contractor. Nothing will be deemed to constitute the parties as partners, nor to create between them a relationship of employment, master and servant or agency.

16. Severance

If at any time any provision of this Agreement is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to preserve the essence of the bargain between the parties and so as to uphold the legality, validity and enforceability of the remaining provisions of this Agreement.

17. Application of the Act

The parties acknowledge the Act will apply to this Agreement.

18. Agreement with Financiers

In the event that the Caretaker so requires, the Body Corporate shall enter into a Deed with any financier who has agreed to advance funds to the Caretaker based on the security of this Contract. The Deed may provide upon reasonable terms that:

(c) The Body Corporate shall not terminate this Agreement unless or until it has provided to the financier written notice detailing the Caretaker's default which gives rise to the right to terminate and at least twenty-one (21) days have passed since the notice was given with the default remaining unrectified; and

(d) In the event that the Financier notifies the Body Corporate that it intends to act in the place of the Caretaker or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Caretaker in respect of this Agreement, then the occurrence of any default in clause 10 cannot be relied upon by the Body Corporate to:

(e)

i. terminate this agreement while the financier is acting under this Agreement or the Controller is appointed to the Caretaker in respect to this Agreement (as the case maybe); or

ii. refuse its consent to transfer or assign this Agreement by the financier or Controller (as the case maybe), or to terminate this Agreement once a transfer or assignment by the financier or the Controller (as the case maybe) has taken effect; or

iii. provided that nothing in this clause prevents the Body Corporate terminating this Agreement in accordance with the Act or the relevant Body Corporate and Community Management Regulation Module.

19. Occupation Authority – Storage Area

19.1 By resolving to engage the Caretaker under this Agreement, the Body Corporate gives the Caretaker the authority ("Occupation Authority" to exclusive occupation of the part of the common Property identified as "S1"', "S2" "S4" and "S5" as identified on the plan attached, for the purposes of storage or other uses connected to and necessary for the carrying out of the Caretaking Duties.

19.2 The Body Corporate acknowledges the grant of the Occupation Authority does not unreasonably interfere with the rights of the Lot Owners.

19.3 The Body Corporate is responsible for the repair, maintenance and insurance of the storage area. However the Body Corporate is not responsible for the

insurance of any contents stored in the storage area by the Caretaker or anyone else.

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

20. Non Exclusive

The Caretaker will not be required to provide caretaking services exclusively to the Body Corporate and will be permitted to carry out similar services to any other property or development.

21. Expenditure of Caretaker

21.1 The Caretaker may spend a maximum amount of $1,000.00 for each individual item of expenditure of monies of the Body Corporate in carrying out the Caretaking Duties. For any expenditure over this limit the Caretaker must obtain the committee's consent.

21.2 The Body Corporate must reimburse the Caretaker for any monies the Caretaker spends of its own monies under this clause within fourteen (14) days of the Caretaker providing to the Body Corporate written evidence of the expenditure.

21.3 If the body Corporate directs the Caretake to cause a Lot to be maintained due to the Lot Owner or occupier failing to do so, the Body Corporate must pay the Caretaker reasonable remuneration for so doing, it being the responsibility of the Body Corporate to seek reimbursement from the Lot Owner.

22. Stamp Duty

The Caretaker is responsible for any stamp duty assessed and payable on this Agreement and agrees to indemnify the Body Corporate against any stamp duty that may be assessed on this Agreement.

EXECUTED

.....

SCHEDULE 1

1.	**PERIOD OF ENGAGEMENT** (Clause 2.1):	FIFTEEN (15) years commencing on 1 December 2020 and terminating on 30 November 2035
2.	**FURTHER PERIODS OF ENGAGEMENT** (Clause 2.2):	FIVE (5) years commencing on 1 December 2035 and terminating on 30 November 2040 AND FIVE (5) years commencing on 1 December 2040 and terminating on 30 November 2045
3.	**CARETAKING FEE** (Clause 3.1):	$12,373.00 per annum payable by monthly instalments in arrears, the first such instalment to be due and payable one month after the commencement date referred to in the term above.
4.	**REVIEW DATE** (Clause 3.3):	On each yearly anniversary of the Start Date of commencement of the period of engagement.

SCHEDULE 2: CARETAKING DUTIES (CLAUSE 5)

The Caretaker must perform the caretaking duties set out in Part 1 and Part 2 by staff paid and supervised by the Caretaker.

PART 1

1. General Duties

The Caretaker shall have the following general duties:

(a) (i) use its best endeavours to ensure that the common property is maintained, cleaned and repaired and generally kept in a first class order, and where necessary assist the Body Corporate when the services are required of skilled tradespersons or contractors for activities in respect of the common property;

(ii) obtain quotes for property, materials and serviced as instructed by the Body Corporate;

(iii) buy property and material for and on behalf of and at the cost of, the Body Corporate as instructed;

(iv) engage services for the Body Corporate as instructed.

(b) Monitor the observance of the By-Laws of the Body Corporate by Owners and Occupiers and inform the Body Corporate of situations concerning breaches of the By-Laws which may require action by the Body Corporate.

(c) At the request of the Body Corporate to advise the Body Corporate concerning the duties of the Caretaker and to provide such other advice which the Body Corporate shall request, relative to the management and care of the Building and Common Property.

(d) Keep in its possession the master key or keys for any rooms under the control of the Body Corporate PROVIDED HOWEVER that the possession of those keys shall be surrendered to no person other than a fully authorised representative of the Body Corporate or the individual Lot Owner concerned, and the Caretaker shall allow a lawfully authorised person in the course of his duties free access to any part of the Building or Common Property as authorised at all reasonable times.

(e) Report promptly on all things requiring repair and on all matters creating a hazard or danger and take remedial action where applicable.

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

(g) Comply with and carry out all reasonable directions from time to time given by the Body Corporate to the Caretaker in and about the administration and management of the Common Property.

(h) At all times ascertain and be aware of the general condition of the Scheme and all machinery and appurtenances thereto so that at all times the Caretaker is able to keep informed the Body Corporate in respect thereof.

(i) With the aid of the plans issued to the Caretaker pursuant to this Agreement and (where necessary and if applicable) inspection made by competent personnel, the Caretaker will inform itself of the layout, constructions, location, character, plan and operation of the lighting, heating, plumbing, ventilation systems, if applicable, and other mechanical equipment installed on the Common Property and Building and shall advise the Body Corporate generally on the condition thereof from time to time and shall recommend to the Body Corporate, should the Caretaker consider it necessary, any changes or modifications to be made in respect of any matters in relation to the aforesaid.

(j) To perform such other acts and things as are reasonably necessary and proper in the discharge of its duties under this Agreement.

(k) To carry out the reasonable written actions of the Body Corporate regarding specific matters or regarding permanent policies or procedures to be observed in the conduct of the Common Property.

(l) Clear the Body Corporate letter box on a regular basis and forward correspondence to the relevant person.

(m) Provide a system whereby the Caretaker is contactable at all reasonable times by the Owners or Occupiers of the lots.

(n) The Caretaker must at all times have public liability insurance for an amount as reasonably required by the Committee (not to be less than $20,000,000.00).

(o) The Caretaker will check and verify accounts for goods and services payable by the Body Corporate relative to matters which are the responsibility of the Caretaker under this Agreement and notify the Body Corporate that they are in order for payment.

2. The Body Corporate must pay for the material consumed by the Caretaker in the performance of the Caretaker's duties including fuel, cleaning detergents and solutions and the like. The Caretaker must advise the Body Corporate when such materials need to be bought and assist the Body Corporate by seeking suitable suppliers, obtaining quotes and tenders and arranging the necessary purchases as directed by the Body Corporate.

3. The Body Corporate must reimburse the Caretaker for the amount expended by the Caretaker on telephone calls made by the Caretaker on behalf of the Body Corporate.

4. The parties acknowledge that:

(a) the Caretaker is not required to carry out works that should , or reasonably would, be carried out by a skilled tradesperson or specialist contractor; and

(b) the Caretaker must advise the Body Corporate if there is any such work and assist the Body Corporate to seek and engage an appropriate person.

PART 2

Specific Duties

Without derogating from the generality of the caretaker's duties in Part 1, the Caretaker shall be responsible for the following duties:

The Caretaker must attend to the following duties for a minimum period of at least three (3) hours per week or such further hours as agreed by the Committee from time to time.

CLEANING AND GROUNDS MAINTENANCE

Footpaths and Access roads:	Sweep, remove all rubbish, papers etc.
Visitor carparks:	Check visitor carpark areas, pick up any rubbish, papers etc. Sweep, or wash clean if required.
Rubbish bins:	Check common property area rubbish bins and empty if necessary.
Lights:	Check for correct operation of all common property area lights and replace if necessary.
Swimming Pool and Spa:#	Clean pool and spa and check chemical levels and add chemicals as necessary. Vacuum pool as necessary. Clear surrounds of pool of all leaves and rubbish. Check pool pump and other equipment for proper operation.
Fire safety:	Ensure all appropriate inspections have been carried out on fire hoses and equipment in accordance with the requirements specified – The Australian Fire Safety Regulations.
Grassed and garden areas:	Moisture check and water if required (seasonal). Mow all lawn areas including edging (seasonal).
Grounds:	Weed gardens as necessary.
	Check watering systems for correct operation (if applicable).
	Check all drains and gutters and clear.

Remove and suitably dispose of all lawn and garden clippings and rubbish.

Report any repairs/replacements to the representative of the Body Corporate.

Trim plants/hedges. Fertilise all lawns and gardens (seasonal).

Check condition of soil in gardens and replenish if necessary.

Spray control chemicals to prevent damage to plants from insects/pests etc.

Treat lawns seasonally for eradication of "bindi", clover and other weed growths.

Replace sections of turf as necessary and replace/replant shrubs and plants in gardens as required.

Aerate all gardens and lawns as required.

Remove all cobwebs from common property areas and have appropriately treated for pests (seasonally).

Report any damage/replacements to the representative of the Body Corporate.