COPY TO SIGN
3RD FEB 2015
TO
2ND FEB 2040

"CAMBRIDGE HEIGHTS"

COMMUNITY TITLE SCHEME 31043

CARETAKING AGREEMENT

SP&G
LAWYERS

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CARETAKING AGREEMENT

CAMBRIDGE HEIGHTS COMMUNITY TITLES SCHEME

THIS AGREEMENT is made the 22nd day of JANUARY, 2015

BETWEEN: **BODY CORPORATE FOR CAMBRIDGE HEIGHTS COMMUNITY TITLES SCHEME 31043** (hereinafter called "the scheme") a body corporate constituted under the Body Corporate and Community Management Act 1997 (hereinafter together with its successors and assigns called "the body corporate") of the One Part

AND: **JOHN FRANK SIBBALD and ANNEMARIE SIBBALD** of 64/433 Brisbane Road, Arundel in the State of Queensland (hereinafter with its successors and permitted assigns called "the Caretaker") of the Other Part

WHEREAS:

A. The body corporate is constituted upon registration of and in respect of a Community Titles Scheme known as "Cambridge Heights" situated at 433 Brisbane Road, Arundel in the State of Queensland (which development and its surround and buildings, excluding the lots, and improvements on the common property are hereinafter called "the said development").

B. The body corporate is desirous of providing for the better maintenance of the common property including, in particular, the care and maintenance of the gardens and grounds.

C. It has been agreed by and between the parties hereto that the body corporate will engage a Caretaker and the Caretaker will accept such engagement for the purpose of performing certain duties on behalf of the body corporate as hereinafter set out.

1. ENGAGEMENT OF CARETAKER

(a) The body corporate engages the Caretaker as the Caretaker of the said development for a period of twenty five (25) years certain to commence on the 3rd day of February, 2015 and to expire on the 2nd day of February, 2040 and the Caretaker hereby accepts such appointment upon the terms and conditions hereafter appearing

(b) **Where Caretaker is a Corporation**

(i) Where at any time the Caretaker pursuant hereto shall be a corporation of any kind whatever, it shall be the responsibility of the Caretaker to ensure at all times an adequate number of its officers, Caretakers, servants or agents are available at the Property to carry out the Caretaker's duties and functions pursuant hereto. Such persons used by the Caretaker as aforesaid to carry out the Caretaker's duties and functions pursuant hereto, where they not be

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the principal shareholders and/or directors of the Caretaker, shall require the approval of the Committee of the Body Corporate. It shall be the responsibility of the Caretaker, where necessary, to seek such approval and such approval shall not be unreasonably withheld. When seeking any such approval the Caretaker shall provide to the Committee of the Body Corporate sufficient information concerning the persons involved to enable the Committee of the Body Corporate to make a reasonable determination.

(ii) Where at any time the Caretaker pursuant hereto is a corporation of any kind whatever, and there is any alteration to the board of directors or any alteration in the beneficial ownership or issue of further shares in the share capital of the Caretaker or any holding company of the Caretaker which in the reasonable opinion of the Committee of the Body Corporate alters the effective control of the Caretaker from the control thereof at the date hereof, such change in control of the Caretaker shall be deemed to be an assignment of this agreement and the provisions herein relating to assignments shall apply.

2. REMUNERATION OF CARETAKER

2.1 In consideration of the due and punctual performance by the Caretaker of its duties as herein set out, the Body Corporate shall pay to the Caretaker remuneration on the basis set out in Schedule "A" and paid by instalment as set out in that Schedule.

2.2 GST includes a Goods and Services Tax includes a tax assessed under a *New Tax System (Goods and Services Tax) Act 1999*. The Caretaker is entitled to recover from the Body Corporate on demand the amount of GST payable in relation to payments made to or supplies made by the Caretaker, which relate to the fees payable under this Agreement.

3. CARETAKER'S LEAVE

The Caretaker shall have the right to engage a suitable replacement for the person responsible in accordance with this agreement for the performance of the Caretaker's duties and obligations pursuant to this agreement for a period of, or an aggregate of periods, up to four (4) weeks per annum, for the purpose of allowing the Caretaker a holiday or holidays for that period or aggregate of periods each year. 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, and the Owner shall as soon as reasonably practicable by notice to the Caretaker advise the Caretaker of its approval or otherwise of the proposed replacement PROVIDED THAT such details need only be provided twenty-four (24) hours prior to any proposed holiday for urgent business, family or personal reasons. Such approval shall not be unreasonably withheld. It shall be a matter for the Caretaker to ensure that the replacement from time to time adequately performs the duties and obligations of the Caretaker pursuant to this agreement. Any breach of this agreement on the part of such replacement shall be deemed to be a breach of the agreement by the Caretaker. Any remuneration payable to such replacement shall be the responsibility of the Caretaker.

4. DUTIES OF CARETAKER

The Caretaker shall by its employees contractors or agents:

(a) Carry out the gardening and cleaning maintenance of the common property and any improvements thereon and in so doing it shall use its best endeavours to maintain the common property of the said development to the same standard as applies as at the date hereof PROVIDED HOWEVER that the removal of all rubbish, grass and garden clippings collected by the Caretaker shall be at the body corporate's expense.

(b) Use its best endeavours to see that the said development and any improvements on the common property thereof are kept in good order and repair.

(c) Monitor the observance of the by-laws of the body corporate by the owners and/or the occupiers including their guests and licensees for the time being of the lots in the said Community Titles Scheme and report to the body corporate any persistent breaches.

(d) At the request of the body corporate advise the body corporate concerning the performance of the duties of the Caretaker and provide other advice which the body corporate shall request relative to the maintenance and care of the said development.

(f) Keep in its possession the master key or keys for the services and buildings under the control of the body corporate and the residences of the said development so far as individual owners shall permit PROVIDED HOWEVER that the possession of those keys shall be surrendered to no other person other than an authorised representative appointed by the Committee of the Body Corporate or the individual owner concerned but the Caretaker shall allow a lawfully authorised person in the course of his duties free access to any part of the building so authorised at all reasonable times.

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

(h) Arrange maintenance contracts as instructed by the body corporate and ensure that any such contracts in force are carried out in accordance with their terms.

(i) At all times ascertain and be aware of the general condition of the buildings on the common property and all machinery thereon and appurtenances thereto so that at all times the Caretaker is able to keep informed the representative of the body corporate in respect thereof.

(j) To the best of its ability the Caretaker shall caretake the said development and any buildings on the common property and endeavour to ensure that they are kept in good order and repair and to protect the interest in the said development of the body corporate and of the owners of the lots in the development.

(k) As far as the Caretaker is reasonably able and lawfully capable of so doing to keep order on the said development and take such precautions as it sees fit to safeguard the whole of the said development against unlawful entry or accident or damage.

(l) The body corporate shall furnish to the Caretaker a set of plans of the said development and with the aid of these documents and inspection made by competent personnel the Caretaker will inform itself with the layout, construction, location, character plan and operation of the power, lighting, security, plumbing, ventilating systems and other mechanical equipment installed in the said buildings of the common property and shall advise the body corporate generally on the condition thereof from time to time and shall recommend to the representative of the body corporate should the Caretaker consider it necessary for any changes or modifications to be made in respect of any matters in relation to the aforesaid.

(m) To perform such other acts and things as are reasonable necessary and proper in the discharge of its duties under this agreement.

(n) Generally cause the buildings on the common property and the appurtenances thereto and grounds and all plant and equipment used in connection therewith to be properly maintained at all times.

(o) use with care all tools, equipment and materials required for cleaning and grounds maintenance, which shall be provided at the Body Corporate's cost.

(p) The Caretaker shall not be responsible for the repair and maintenance of common property which requires the services of a skilled tradesperson or specialist.

(q) Carry out the duties as set out in Schedule "B".

(r) Be available for such times on such days as are required in order to adequately perform its duties hereunder.

5. STAFFING

(a) The Caretaker shall employ at the Caretaker's expense such staff as is necessary to keep the development in good and proper order and repair PROVIDED HOWEVER that the engagement and dismissal of such staff shall be in the hands of the Caretaker and at the sole discretion of the Caretaker.

(b) The Caretaker may at its discretion sub-contract part or all of the duties of the Caretaker hereunder PROVIDED HOWEVER that any sub-contract shall not diminish the obligations and responsibility of the Caretaker as herein contained.

6. EXPENDITURE

(a) The Caretaker shall be entitled to pledge the credit of the body corporate (within the limits to be approved of by the body corporate) for the purpose of obtaining materials used in the performance of its duties or those of other employees of the body corporate and for such other purposes as are necessary or incidental to the discharge of the obligations of the Caretaker pursuant hereto PROVIDED THAT any major or extraordinary expenditure shall not be incurred without the prior approval of the body corporate or its representative authorised pursuant to Clause 13 hereof.

(b) Everything done by the Caretaker under the provisions of this agreement shall be done as agent of the body corporate and all obligations or expenses incurred thereby shall be on account of the body corporate.

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(c) The Caretaker will check and verify accounts for goods or services payable by the body corporate relative to matters which are the responsibility of the Caretaker under this agreement and notify the representative of the body corporate that they are in order for payment.

7. TRANSFER OF ENGAGEMENT

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 committee for 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 for the Body Corporate is by statute entitled to take into account.

8. TERMINATION BY BODY CORPORATE

The Body Corporate may terminate the engagement in accordance with the provisions set out in the Body Corporate and Community Management Act 1997 and the Body Corporate and Community Management (Accommodation Module) Regulation 1997.

9. TERMINATION OTHERWISE

In the event of either party to this agreement being in default hereunder and such default continuing after the other party shall have given fourteen (14) days notice in writing to the party in default specifying the default and such default not having been remedied within the period of fourteen (14) days as aforesaid then the party giving such notice may forthwith by further notice in writing determine this agreement.

10. CARETAKER'S LOT

It is hereby acknowledged that the execution of this agreement by the body corporate shall be deemed to be written approval to the owner of Lot 64 in the Cambridge Heights Community Titles Scheme to use or allow some other person or entity the use of the residence constructed on that lot for residential and caretaking purposes.

11. NOTICES

Any notice required to be given or served by either party to this agreement shall be given or served in the same manner as is provided for in Section 257 of the Property Law Act 1974 whether or not the Act or that Section shall be repealed, substituted or amended subsequent to the date hereof.

12. ARBITRATION

In the event of any dispute arising between the caretaker and the body corporate touching upon any matter arising under the terms of the agreement or incidental hereto or relative to the interpretation of any of the provisions thereof then the same shall be settled by an arbitrator to be mutually agreed upon between the parties and in default of agreement then by such arbitrator as may be nominated for the purpose by the President for the time being of the Queensland Law Society and the decision of such arbitrator shall be final and binding between the parties and such arbitration shall be carried out pursuant to the provisions of the Commercial Arbitration Act 1990 or any statutory modification or re-enactment thereof for the time being in force.

13. INSTRUCTIONS FROM BODY CORPORATE TO CARETAKER

(a) The committee of the body corporate shall from time to time authorise one of its members to give instructions to and communicate with the Caretaker on behalf of the body corporate and not more than one member of the body corporate at any time shall be given such authority.

(b) The Caretaker will confer fully and freely with the representative of the body corporate if so requested relative to the performance of the duties of the Caretaker set forth and shall at the request of the representative of the committee of the body corporate attend by its authorised representative meetings of the committee or members of the body corporate. The representative of the Caretaker shall be entitled to be heard on any relevant question or matter at any such meeting.

14. COSTS AND STAMP DUTY

Each party hereto shall bear their own costs but all stamp duty assessed on, applicable to or in any way connected with this agreement shall be borne by the Caretaker.

15. SURRENDER OF PREVIOUS AGREEMENT

The parties acknowledge and agree that as and from the commencement date of this Agreement, the Caretaking Agreement dated 3rd February, 2003 between the Body Corporate and Blenheim Lakes Pty Ltd ABN 08 089 022 748, to which the Caretaker is now a party, is surrendered and terminated.

SCHEDULE "A"

The body corporate will pay a fee to the Caretaker:

1. The fee payable to the Caretaker shall be an amount of $57,947.21 per annum inclusive of Goods and Services Tax for the period of twelve months from the commencement date, being the 3rd day of February, 2015. The said sum shall be payable calendar monthly in arrears the first payment being due and payable one calendar month from the commencement date as aforesaid and subsequent payments calendar monthly thereafter.

2. The remuneration of the Caretaker shall be reviewed annually for each next ensuing twelve (12) month period during the currency of this agreement and any extension or renewal thereof and shall be as mutually agreed to by the parties and, failing such agreement, at such remuneration as shall be determined by an arbitrator appointed for that purpose by the President for the time being of the Queensland Law Society Incorporated PROVIDED HOWEVER that such remuneration for each annual period shall not be less than the rate paid for the immediately preceding twelve (12) months period plus an adjustment equal to the proportion that the Index Number at the commencement of the relevant twelve (12) month period bears to the Index Number at the commencement of the immediately preceding twelve (12) months. In this Clause the words "Index Number" shall means the All Groups Consumer Price Index at Brisbane published from time to time by the Australian Bureau of Statistics PROVIDED THAT in the event of any change after the Thirtieth day of June 1989 in the reference base used to compile the said index the figure taken to be shown in the said index after such change shall be the figure which would have been shown in the said Index if the reference base current at the date of execution hereof had been maintained PROVIDED FURTHER that if it becomes impossible to determine the remuneration at any time during the term hereof by reason of any change after the date hereof in any of the methods used to complete the said Index or if any dispute shall arise between the parties hereto with respect to the amount of additional remuneration or with respect to the construction or effect of this clause the determination of the additional remuneration or other matter in dispute shall be made by the President for the time being of the Queensland Law Society Incorporated or by his nominee.

SCHEDULE"B"

Without derogating from the generality of the Caretaker's duties above, the Caretaker shall be responsible for the following duties (which may be performed by the Caretaker of his assistant or delegate).

CLEANING AND GROUNDS MAINTENANCE - DAILY ROUTINE

Grounds	Water as required plants, shrubs and planter boxes not covered by automatic sprinkler. Check all access paths and sweep where necessary.
Visitors' Car Parks	Check visitor car park areas, pick up any rubbish lying about (Papers, wrappers, etc.) and empty all rubbish bins.
Footpaths and Access Roads	Sweep area clean, remove all rubbish, papers

CLEANING AND GROUNDS MAINTENANCE - WEEKLY ROUTINE

Grounds	Sweep all pathways and hose clean. Hose clean and scrub where necessary all outdoor furniture to remove dirt stains. Cut grass and trim edges including all footpaths adjoining lots - all clippings are to be mulched and spread on garden beds. Weed lawns and gardens, as necessary. Wash out all bins with disinfectant/cleanser. **NB:. Report any repair/replacement requirements to Body Corporate Caretaker.**
Car Parks	Sweep or hose down all common areas and entry to Principal Body Corporate.
Footpath and Planters	Sweep or hose down all footpaths and planters.
Fire Safety	Check fire hoses or equipment (if any) in accordance with requirements specified in the Australian Fire Safety regulations.

CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE

Grounds	Trim plants as required. Fertilise all lawns and gardens (seasonally). Check condition of soil in gardens and replenish if necessary. Spray control chemicals to prevent damage to plants from insects/pests/blights. Treat lawns seasonally for eradication of "Bindi", Clover, and other weed growths.

Replace sections of turf as necessary/(damaged by oils, wear, etc.).
Aerate all gardens with a garden fork or similar.

NOTE: All rubbish, garden and grass clippings etc collected by the Caretaker pursuant to his duties shall be removed at the Body Corporate's expense-

Trees — Check trees for signs of distress.
Contact arborist as required.

THE COMMON SEAL of The Body Corporate for **CAMBRIDGE HEIGHTS COMMUNITY TITLES SCHEME 31043** was affixed pursuant to a resolution of the Body Corporate in the presence of two members who certify that they are the proper officers of the body corporate to affix that seal.)

Body Corporate for Cambridge Heights CTS 31043 THE Common Seal OF

DES MERL CHARLTON ..... DAVID KATON - SECRETARY .....
Print name of Officers of Body Corporate whose signatures appear through seal:

SIGNED by the Caretaker **JOHN FRANK SIBBALD and ANNEMARIE SIBBALD** in the presence of:)

.....
Witness

.....
.....

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3RD FEB 2015
TO
2ND FEB 2040

"CAMBRIDGE HEIGHTS"

COMMUNITY TITLE SCHEME 31043

LETTING AGREEMENT

SP&G LAWYERS

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LETTING AGREEMENT

CAMBRIDGE HEIGHTS COMMUNITY TITLES SCHEME

THIS AGREEMENT is made this 22ND day of JANUARY 2015

BETWEEN: **BODY CORPORATE FOR CAMBRIDGE HEIGHTS COMMUNITY TITLES SCHEME 31043** (hereinafter called "the scheme") a body corporate constituted under the Body Corporate and Community Management Act 1997 (hereinafter together with its successors and assigns called "the body corporate")

of the One Part

AND: **JOHN FRANK SIBBALD and ANNEMARIE SIBBALD** of 64/433 Brisbane Road, Arundel in the State of Queensland (hereinafter with its successors and permitted assigns called "the Agent")

of the Other Part

WHEREAS:

A. The body corporate is constituted upon registration of and in respect of a Community Titles and Community Management Scheme known as "Cambridge Heights" situated at 433 Brisbane Road, Arundel in the State of Queensland (which development and its surrounds and buildings and improvements on the common property are hereinafter called "the development")

B. The Body Corporate and the Agent have reached agreement on the performance of certain duties by the Agent and the authorisation to the Agent to provide a letting service.

1. **DUTIES OF AGENT**

The Agent shall conduct from Lot 64 in the development the business of letting residential accommodation in the development for those owners who require such services together with all associated services commonly rendered in connection therewith in the Gold Coast area, other than the provision of food and beverages.

(a) The Agent shall maintain and staff an office at such times as are found to be necessary for the due provision of the letting business.

(b) The Agent shall supervise the standard of tenants of all lettings arranged by it and shall ensure so far as practicable that no nuisance is created in the development and that the developments and units are not brought into disrepute.

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(c) The Agent shall use its best endeavours to improve and expand the letting business and to increase the goodwill attaching thereto.

(d) The Agent shall erect or procure the erection of signs in or about the development (of a size type and design and in locations approved by the Body Corporate) for the purpose of promoting and fostering the letting business.

(e) The Agent shall, at its own expense, obtain all necessary permits or consents or licences required by any local authority to enable it to conduct in the development the letting business and the Agent covenants that it will at all times conduct the letting business in accordance with, and shall comply with, all statutes, regulations and By-Laws or ordinances in any way relating to the letting business in a manner so as not unduly to interfere with the quiet enjoyment and occupation of the development and units and will comply with every By-Law of the Body Corporate.

(f) The Agent shall not be responsible for the cost of any alterations or additions to any part of the development or units which may be sought or required by lawful authority.

(g) The Agent shall ensure that a copy of the by-laws is provided to all tenants or lessees of a lot prior to entering into an agreement to let or lease a lot.

2. DUTIES OF THE BODY CORPORATE

The Body Corporate authorises the Agent to conduct a letting service to owners and:

(a) The Body Corporate shall not, without the Agent's written consent, lease or agree to lease or grant any licence in respect of any part of the common property, or grant or agree to grant any right, to any person other than the Agent for the purpose of conducting any business or service of the same or similar nature as any aspect of the letting business.

(b) The Body Corporate shall not, without the Agent's prior written consent, grant or agree to grant to any person other than the Agent any right to provide any of the following services:
   (i) The hiring of television sets, cots, mattresses beds and bedding, linen, cutlery, radiators, fans, prams and strollers, cooking equipment, furniture and the like;
   (ii) Car washing and/or polishing service within the development or the appurtenances thereof or unit cleaning or room service facilities;
   (iii) The advertising or vending in the development of the above services or any other service or article (other than food and beverages), or acting as travel agent or vending tours or the like.

(c) It is acknowledged by the Agent that the owners and occupiers are free agents and that while the Body Corporate will take all reasonable steps to

by the President for the time being of the Queensland Law Society and the decision of such arbitrator shall be final and binding between the parties and such arbitration shall be carried out pursuant to the provisions of the Commercial Arbitration Act 1990 or any statutory modification or re-enactment thereof for the time being in force

8. INSTRUCTIONS FROM BODY CORPORATE TO AGENT

(a) The committee of the body corporate shall from time to time authorise one of its members to give instructions to and communicate with the Agent on behalf of the body corporate and not more than one member of the body corporate at any time shall be given such authority.

(b) The Agent will confer fully and freely with the representative of the body corporate if so requested relative to the performance of the duties of the Agent set forth and shall at the request of the representative of the committee of the body corporate attend by its authorised representative meetings of the committee or members of the body corporate. The representative of the Agent shall be entitled to be heard on any relevant question or matter at any such meeting.

9. DURATION OF AGREEMENT

The term of this Agreement shall be twenty five (25) years on and from the 3rd day of February, 2015 and expiring on the 2nd day of February, 2040 unless sooner terminated in accordance with the provisions hereof.

10. REMUNERATION

(a) No remuneration is payable by the body corporate to the Agent under this agreement.

(b) The Agent is entitled to negotiate commission and other charges with each of the owners and occupants of lots that use the letting service.

11. COSTS AND STAMP DUTY

Each party hereto shall bear their own costs but all stamp duty assessed on, applicable to or in any way connected with this agreement shall be borne by the Agent.

12. SURRENDER OF PREVIOUS AGREEMENT

The parties acknowledge and agree that as and from the commencement date of this Agreement, the ~~Caretaking~~ Agreement dated 3rd February, 2003 between the Body Corporate and Blenheim Lakes Pty Ltd ABN 08 089 022 748, to which the Caretaker is now a party, is surrendered and terminated.

THE COMMON SEAL of **THE BODY CORPORATE FOR CAMBRIDGE HEIGHTS COMMUNITY TITLES SCHEME 31043** was affixed pursuant to a resolution of the Body Corporate in the presence of two members who certify that they are the proper officers of the body corporate to affix that seal.)

Body Corporate for Cambridge Heights CTS 31043 THE Common Seal OF

DES NICKS CHAD NELSON DAVID EATON - SECRETARY

Print name of Officers of Body Corporate whose signatures appear through seal:

SIGNED by the Caretaker **JOHN FRANK SIBBALD and ANNEMARIE SIBBALD** in the presence of:)

Witness