

Caretaking and Letting Agreement

Cooinda Chase

Body Corporate for Cooinda Chase Community Titles Scheme
37747

Geoffrey James Hoppner as trustee for The Stanic Trust

Geoffrey James Hoppner

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Details

This caretaking and letting agreement is made by way of Deed

and is dated: 15 July 2022

Parties

Legal name	BODY CORPORATE FOR COOINDA CHASE COMMUNITY TITLES SCHEME 37747 a body corporate constituted under the Body Corporate and Community Management Act 1997 (Act)
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Short name	Body Corporate
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Address for service	c/- Body Corporate Systems, PO Box 743, Morningside, Queensland
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Legal name	GEOFFREY JAMES HOPPNER AS TRUSTEE FOR THE STANIC TRUST
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Short name	Manager
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Address for service	1/38 Cooinda Street, Eastern Heights, Queensland
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Legal name	GEOFFREY JAMES HOPPNER
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Short name	Lot Owner
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Address for service	1/38 Cooinda Street, Eastern Heights, Queensland
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Background

- A The Body Corporate wishes to provide for the control and management of the Complex and the maintenance, caretaking and repair of the Common Property and the Body Corporate Assets.
- B The Body Corporate appoints the Manager as a service contractor to perform the Caretaking Duties and the Manager accepts such appointment as a service contractor and to perform the Caretaking Duties.
- C The Body Corporate has the power to grant the right to conduct the Letting Business and to enter into an agreement for the provision of the Letting Service.
- D The Body Corporate will grant the Manager the right to conduct the Letting Business and authorises the Manager to provide the Letting Service, which the Manager will provide.
- E The Manager is a service contractor and letting agent as those terms are defined in the Act.

Operative part

1 Definitions

- 1.1 In this Agreement except where inconsistent with the context words used which are defined in the Act will have the meaning so defined and the following terms will have the following meanings:

Term	Assigned meaning
Associate	if the Manager is a company, its directors, substantial shareholders and its management staff, or if the Manager is a partnership, the partners and management staff of the partnership;
Body Corporate Assets	has the meaning given to that term in the Act;
Management Rights	has the meaning given to the term "Management Rights" in the Act;
Manager's Unit	Lot 1 on SP 203823;
Caretaking Duties	those caretaking duties which the Manager must perform under this Agreement;
Commencement Date	7 June 2022;
Complex	Lots and Common Property comprised in the Scheme and being the complex known as Cooinda Chase situated at 38 Cooinda Street, Eastern Heights, Queensland, 4305;
Common Property	the common property as defined by the Act and which is the responsibility of the Body Corporate to maintain, and includes all property of the Body Corporate located on the common property, but does not include any Exclusive Area;
Committee	the committee of the Body Corporate elected or appointed under the Act;
Controller	the natural person or persons who in the reasonable opinion of the Body Corporate hold effective control of the relevant company
C.P.I	the Consumer Price Index All Groups for Brisbane published by the Australian Bureau of Statistics, or if that is suspended or discontinued, then the Queensland male basic wage applicable in Brisbane;

Exclusive Area	any part of the Common Property in respect of which any person, Owner or Lot, has a lease, licence or exclusive use, but an Exclusive Area is not such an area which is: <ul style="list-style-type: none"> (i) not enclosed; (ii) accessible to the Manager; and (iii) an area which the Body Corporate is responsible to keep cleaned and maintained;
Further Term	means the period of five (5) years commencing 20 February 2033 to 19 February 2038;
Letting Business	<ul style="list-style-type: none"> (i) the sale of Lots; (ii) the hiring of equipment or items the Manager considers desirable and that are not contrary to the interests of the Body Corporate and the Owners; (iii) the supply of PABX, internet, pay television and / or any other utility services (if any) as is agreed from time to time between any Owner and the Manager; and (iv) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Complex and/or which the Manager wishes to provide;
Letting Service	the letting of Lots;
Lots	lots in the Scheme;
Management Rights	has the meaning given to the term "management rights" in the Act;
Maximum Expenditure	\$1,000.00 increased in accordance with increases in the C.P.I;
Nominee	the person nominated by the Body Corporate under Clause 7.1;
Owners	registered owners of Lots and includes mortgagees in possession;
Remuneration	\$44,823.49 plus GST per annum from the Commencement Date to 19 February 2023 and after that as calculated under this Agreement;
Scheme	the Community Titles Scheme for the Complex and under which the Body Corporate was created;

Specialist Equipment	<p>equipment which:</p> <ul style="list-style-type: none"> (i) cannot be operated lawfully by a person unless that person has a certificate of competence, licence, permission or authority from the relevant government or industry body; (ii) equipment that is infrequently used in undertaking the Caretaking Duties and would require frequent use or substantial experience to operate efficiently and in a good and workmanlike manner; or (iii) equipment that because of its size or expense and infrequent use would not normally be provided by the Body Corporate or the Manager having regard to the practice of other caretakers operating in the region where the Complex is located.
Specialist Work	<p>work which:</p> <ul style="list-style-type: none"> (i) requires Specialist Equipment for it to be carried out in an efficient and good and workmanlike manner; (ii) requires a certificate of competence, qualification, licence, permission or authority from a government body for it to be performed lawfully; (iii) cannot be performed efficiently or safely without Specialist Equipment; (iv) needs to be carried out from above a fall height which complies with the Workplace Health & Safety Regulations; or (v) can only reasonably be carried out by a skilled or specialist tradesman or contractor;
Term	the period from the Commencement Date, terminating on the Termination Date; and
Termination Date	19 February 2033.

2 Interpretation

In the interpretation of this Agreement unless the context otherwise requires:

- (a) words denoting any gender include all other genders;
- (b) words denoting persons include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporate, and vice versa;

- (c) references to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns;
- (d) any obligation on the part of two or more persons is deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- (e) words expressing the singular include the plural and vice versa;
- (f) headings are included for convenience only and do not affect the interpretation of this Agreement;
- (g) references to sections, clauses, Backgrounds, Schedules and Annexures are to sections and clauses of and Backgrounds, Schedules and Annexures to this Agreement;
- (h) references to this Agreement are to this Agreement as amended supplemented or varied from time to time;
- (i) references to any document or agreement includes all references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (j) expressions cognate with expressions defined in clause 1 are to be construed accordingly;
- (k) references to dates and times are to Brisbane time;
- (l) references to "\$" and "dollars" are to Australian dollars;
- (m) background to this Agreement is to be read as and form part of this Agreement;
- (n) references to writing include typing, facsimile and all other means of reproducing words in a permanent and visible form;
- (o) references to any legislation includes any legislative provision which amends, extends, consolidates or replaces it and any orders, regulations, instruments, proclamations or other subordinate legislation made under it;
- (p) references to institutes, associations, bodies and authorities whether statutory or otherwise will, if it ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to refer to the institute, association, body or authority established or constituted in its place or which substantially succeeds to its powers or functions;
- (q) no rule of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Agreement or any part of it; and
- (r) unless application is mandatory by law, any legislation present or future will not apply to this Agreement so as to abrogate, extinguish, impair, delay or otherwise prejudicially affect the exercise or enjoyment of any rights given or accruing to any party.

3 Appointment and Term

3.1 The Body Corporate:

- (a) appoints the Manager to perform the Caretaking Duties;
- (b) grants to the Manager the right to conduct the Letting Business; and
- (c) authorises the Manager to provide the Letting Service,
from the Commencement Date for the Term.

3.2 Option for Renewal

If there is not, at the time the Manager gives notice under this clause nor at the end of the Term, an outstanding breach of this Deed by the Manager entitling the Body Corporate to terminate it, the Manager may by giving written notice to the Body Corporate not more than 6 months and not less than 3 months before the expiry of the Term, extend or renew this Deed or the term of it for the Further Term, otherwise upon the same conditions as are contained in this Deed with the exception of this clause 3.2 which will be deleted and except that the remuneration for the first year of the Further Term, and then for each subsequent year thereof, will be calculated under clause 4.1 of this Agreement so that in the case of the first year of the Further Term, it will be regarded as a subsequent year of the Term.

3.3 The Manager:

- (a) accepts the appointment, grant and authorisation;
- (b) will look after the Common Property and Body Corporate Assets as required by this Agreement;
- (c) will perform the Caretaking Duties; and
- (d) is an independent contractor of the Body Corporate.

3.4 In consideration of the Body Corporate granting to the Manager the right to carry on the Letting Business, the Manager will provide the Letting Service.

4 Remuneration

4.1 The Remuneration will be increased on each 20 February during the Term and any further term by the same percentage of the previous year's Remuneration as the last percentage increase in the CPI for one year as last recorded by the Commonwealth Statistician immediately before the year in which the Remuneration is to be reviewed.

4.2 Any increased remuneration under this Clause will be backdated to the anniversary of the Commencement Date of the Term and any further term of this Agreement, but until such determination is made, the Body Corporate must continue to pay Remuneration on the basis of Clause 4.1 and any increase will be credited to the Manager once the determination is made.

4.3 The Remuneration for any year will never be less than the Remuneration for the previous year.

- 4.4 The Body Corporate must pay the Remuneration to the Manager by equal monthly instalments in arrears, the first payment one calendar month from the Commencement Date, and monthly after that.
- 4.5 The Body Corporate must pay to the Manager in addition to the Remuneration a further amount equal to the Remuneration multiplied by the statutory rate of GST (as defined in the A New Tax System (Goods and Services Tax) Act 1999) prevailing at the time of payment.
- 4.6 In the event that there is a material change to the Common Property or the Body Corporate Assets so as to increase or decrease the scope of Caretaking Duties and the time taken to perform them the parties must negotiate in good faith to agree on an appropriate increase or decrease in the Remuneration to take that into account. If they are unable to reach agreement on any such increase either party may seek resolution of the dispute and the determination of the appropriate increase or decrease in the Remuneration in accordance with the dispute resolution provisions of the Act.
- 4.7 The Remuneration is paid only for the Caretaking Duties and not for conducting the Letting Business, or for providing the Letting Service or ancillary services which the Manager or any other entity provides.
- 4.8 The Manager will negotiate commissions and charges with the Owners who require use of the Letting Business or the Letting Service.

5 Manager's Caretaking Duties

- 5.1 In addition to the specific duties set out in Schedule A to this Agreement, the Manager must:
- (a) Keep clean, tidy and maintained all parts of the Common Property and Body Corporate Assets; and
 - (b) Effect minor repairs and maintenance to the Common Property or Body Corporate Assets where the services of a skilled tradesperson or specialist contractor are not reasonably required;
 - (c) or where the Manager is a company, the person performing the Caretaking Duties must, reside in a Lot.
- 5.2 The Caretaking Duties may be carried out by the Manager, its delegates or its employees and where carried out by its delegates or its employees, other than minor duties such as cleaning, gardening and lawn mowing, the person/s must first be approved by the Committee acting reasonably. Whether the Manager performs the Caretaking Duties personally or through its delegates or its employees, the Manager is liable for the performance of the Caretaking Duties.
- 5.3 The Manager is not required to carry out Specialist Work or to purchase, hire or use Specialist Equipment to carry out the Caretaking Duties. If and when required, these will be arranged by the Manager at the direction and expense of the Body Corporate.
- 5.4 The Caretaking Duties relate only to the Common Property and not to any Lots, to any Exclusive Areas.
- 5.5 The Manager indemnifies and keeps indemnified the Body Corporate against all loss or damage which the Body Corporate may sustain because of any failure on the part of the

Manager to perform any of the Caretaking Duties, obligations or functions under this Agreement.

6 Expenses

- 6.1 All of the Caretaking Duties must be carried out at the cost and expense of the Manager unless this Agreement provides that they are to be carried out at the expense of the Body Corporate.
- 6.2 The Body Corporate must pay all costs and expenses of:
- (a) all work of a specialist nature;
 - (b) all external maintenance agreements and other contracts or agreements with independent contractors;
 - (c) all fuels, appliances, materials, equipment and supplies necessary to enable the Manager to perform the Caretaking Duties; and
 - (d) all out-of-pocket costs for repair and maintenance of the Common Property.
- 6.3 The Manager can spend up to the Maximum Expenditure for each individual item of expenditure from monies of the Body Corporate in carrying out the Caretaking Duties.
- 6.4 The Body Corporate must reimburse the Manager for any of the Manager's monies spent under Clause 6.3 within 14 days of the Manager providing satisfactory written evidence of the expenditure, for example, invoices or receipts.

7 Instructions

- 7.1 The Body Corporate must:
- (a) nominate one person to communicate with the Manager on its behalf; and
 - (b) notify the Manager in writing of the appointment of that Nominee or its replacement.
- 7.2 In the absence of a nomination under clause 7.1(a) the Nominee will be the Chairperson of the Body Corporate.
- 7.3 The Manager must:
- (a) confer with the Nominee concerning the Caretaking Duties; and
 - (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

8 Rights and obligations of the Manager

- 8.1 The Letting Service may be carried out by the Manager, its delegates or its employees.
- 8.2 The Manager may conduct the Letting Business and will provide the Letting Service from the Manager's Unit or from any part of the Common Property over which the Manager has been granted the use of for that purpose.

8.3 The Manager will:

- (a) provide the Letting Service for the Owners who require that service;
- (b) supervise the standard of tenants of all lettings handled by the Manager and ensure no nuisance is created;
- (c) use reasonable endeavours to improve and expand the Letting Service and to act at all times to further the interests of the Body Corporate and the Owners;
- (d) maintain and staff reception during such hours as are necessary to properly provide the Letting Service;
- (e) be entitled to erect or procure the erection of signs of an appropriate size, type and design in the Complex to promote and foster the Letting Service and the Letting Business, in such locations as are appropriate to do so and first approved by the Committee (acting reasonably);
- (f) obtain and maintain all necessary permits, consents or licences required to provide the Letting Service and the Letting Business;
- (g) act fairly and lawfully and not discriminate between Owners; and
- (h) keep proper records and books of all tenancies.

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

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

8.6 The Manager acknowledges that the Owners may utilise the service of other agents or let their Lots themselves, and the Manager must not interfere with these rights, nor interfere with any outside letting/sale agent retained by an owner.

9 Obligations of Body Corporate

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

- (a) itself conduct; nor
- (b) grant to any other person or entity any rights to conduct in the Complex;

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

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

10 Assignment and dealing

- 10.1 The Manager must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 10.2 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:
- (a) satisfactory evidence that the proposed assignee and any Associates who will be carrying out the Caretaking Duties are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Caretaking Duties and providing the Letting Service; and
 - (b) two business references and two personal references of the proposed assignee and any Associates who will be carrying out the Caretaking Duties.
- 10.3 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:
- (a) that the proposed assignee execute in favour of the Body Corporate a Deed of Covenant to comply with the terms of this Agreement;
 - (b) that the Manager pay to the Body Corporate all reasonable legal and administrative costs incurred by it in considering the application for consent; and
 - (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders.
- 10.4 Where the Manager is a company and there is a change to the Manager's shareholding such that there is a material change in the effective control of the Manager, that will be regarded as an assignment requiring approval under this Clause 10.
- 10.5 The Manager shall pay to the Body Corporate all reasonable legal and administrative costs incurred by the Body Corporate in regards any request for consent to the assignment of this Agreement, irrespective of whether consent to the assignment is forthcoming, of it the proposed assignment is completed, except where it is determined by any court or tribunal that the consent was unreasonably withheld and the assignment is/was not completed for that reason.

11 Termination

- 11.1 The Body Corporate may terminate this Agreement if the Manager:
- (a) or where it is a company, a director of the Manager, is convicted (whether or not a conviction is recorded) of an indictable offence involving fraud or dishonesty or an assault or an offence involving an assault;
 - (b) is guilty of gross misconduct or gross negligence in performing or failing to perform the Caretaking Duties or in providing the Letting Service or in conducting the Letting Business;

- (c) is in breach of this Agreement, and that breach continues for at least 21 days after notice in writing delivered by the Body Corporate to the Manager requiring that breach to be remedied;
- (d) carries on a business involving the supply of services to the Body Corporate, or to Owners or to occupants of Lots and the carrying on of the business is contrary to law
- (e) if the Manager is a company, an order is made or resolution passed for the appointment of a receiver, receiver and manager, provisional liquidator or liquidator, or for the winding up of the Manager (other than for the purposes of amalgamation or reconstruction)
- (f) if the Manager is a natural person, is declared bankrupt or makes any assignment for the benefit of creditors or enters into any composition or scheme of arrangement; or
- (g) transfers or attempts to an interest in this Agreement without the Body Corporate's prior written approval.

11.2 In this clause, the following terms have the following meanings unless the context otherwise requires:

- (a) **Financier:** a financier as that term is defined in the Act from which the Manager has obtained finance on the security of the Agreement;
- (b) **Receivership:** where the Financier is acting in place of the Manager or the Financier has appointed a receiver or receiver and manager for the Agreement; and
- (c) **Specific Termination Provisions:** clauses 11.1(e) and 11.1(f) of this Agreement.

11.3 During any Receivership, the Body Corporate waives its rights to:

- (a) terminate the Agreement under the Specific Termination Provisions; and
- (b) refuse the exercise of an option because of a default under the Specific Termination Provisions.

12 Notices

12.1 All notices and other communications between the parties may be sent by prepaid express or registered post or by hand delivery to the party at the address shown in this Agreement or by facsimile transmission to the facsimile number of the party or to such other address or person as either party may specify by notice in writing to the other.

12.2 All such notices or communications will be deemed to have been duly given or made:

- (a) if by mail 2 business days after being deposited in the mail with postage prepaid;
- (b) if delivered by hand at the time of delivery; and
- (c) if sent by facsimile transmission, when the sender's transmission record indicates that the same was received without error.

13 Lot owners deed

- 13.1 The parties acknowledge and agree that this clause and the covenants contained in it comprise and operate as a deed as prescribed under Section 116(2)(b) of the Act.
- 13.2 This clause only operates if a Deed is required to be entered into between the Body Corporate and the Lot Owner pursuant to Section 116 of the Act.
- 13.3 The Lot Owner is the owner of the Manager's Unit and is the lot holder pursuant to, and as that term is defined in, the Act.
- 13.4 The Lot Owner agrees to transfer the Lot Owner's interest in the Managers Unit, in accordance with the arrangements provided for in this Deed, if the Manager is required to transfer the Management Rights under Division 8 of Part 2 of Chapter 3 of the Act.
- 13.5 The Lot Owner, as the proposed registered owner of the Manager's Unit:
- (a) agrees to transfer its interest in the Manager's Unit if the Body Corporate gives the Manager a valid transfer notice under Section 140 of the Act;
 - (b) must do all that is required to ensure that the transfer of the Manager's Unit under this clause occurs contemporaneously with the transfer of the Management Rights;
 - (c) agrees, in relation to the Manager's Unit, to follow and comply with the procedures set out in Division 8 of Part 2 of Chapter 3 of the Act, so that upon any transfer under that Division of the Management Rights, the Manager's Unit is also transferred; and
 - (d) authorises the Body Corporate to act in its place if it does not comply with its obligations under this Clause.
- 13.6 Nothing in this Deed implies or requires that Division 8 of Part 2 of Chapter 3 of the Act applies to this Agreement or to the Management Rights.
- 13.7 The Lot Owner irrevocably appoints each and every member for the time being and from time to time of the committee of the Body Corporate jointly and severally ("the Attorney") its attorney to do anything, including sign any document:
- (a) which the Lot Owner is obliged to do under this Deed and/or Division 8 but have not done; or
 - (b) which is necessary, or would help, to give effect to any right or power given to the Body Corporate by this Deed and/or Division 8.

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

14 Costs

- 14.1 The Manager must pay:
- (a) the reasonable administrative costs and expenses of the Body Corporate to call and convene an extraordinary general meeting;

- (b) the reasonable administrative costs and expenses of the Body Corporate incurred in the preparation and execution of this Agreement;
- (c) the reasonable legal costs and expenses of the Body Corporate in excess of \$2000.00 excluding GST incurred in the negotiation, preparation and execution of this Agreement;
- (d) the reasonable costs to engage a returning officer to conduct a secret ballot at the general meeting which considers the motion to approve entry to this Agreement;
- (e) the reasonable costs of the Body Corporate engaging Barry Turner of Building Management Consultancy & Services to conduct a review of the appropriate caretaking duties for the Scheme and to prepare the Caretaking Duties contained in Schedule A to this Agreement; and
- (f) any duty on this Agreement.

15 Severance

- 15.1 If any provision of this Agreement is, for any reason, considered or found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, or to reduce the term of this Agreement, or any of the Caretaking Duties are beyond the power of the Body Corporate to engage the Manager to perform, that provision is to be severed from the remainder of the provisions of this Agreement and will be deemed never to have been part of this Agreement. The remainder of the provisions of this Agreement will remain in full force and effect unless the basic purposes of this Agreement are defeated.
- 15.2 It is not the intention of the parties that any of the Caretaking Duties should constitute the Manager a body corporate manager pursuant to Section 14 of the Act. If any of the Caretaking Duties in any way constitute the Manager a body corporate manager pursuant to the Act, then:
- (a) to the extent that any or all of the Caretaking Duties constitute the Manager a body corporate manager, that duty or duties shall be read down or omitted so that the Manager is not a body corporate manager; and
 - (b) the Manager must continue to perform such duties as are required of a service contractor pursuant to the Act in exchange for the Remuneration.
- 15.3 It is not the intention of the parties that the Letting Service or Letting Business should constitute the Manager a body corporate manager pursuant to section 14 of the Act. If the Letting Service or Letting Business in any way constitute the Manager a body corporate manager pursuant to the Act, then to the extent that any or all of the Letting Service or Letting Business constitute the Manager a body corporate manager, the Letting Service or Letting Business shall be read down or omitted so that the Manager is not a body corporate manager, provided that in all cases the Manager shall remain authorised to conduct a letting agent business pursuant to the Act.

16 Further assurance

- 16.1 The parties agree and agree to procure every other person as required to sign all documents and otherwise do all such acts, matters and things as may be necessary or desirable to give full force and effect to this Agreement.

17 Governing law

17.1 This Agreement will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any party or the occurrence of any act, matter or thing outside of Queensland.

18 Warranty of authority

18.1 Each person signing this Agreement:

- (a) as attorney for any party, warrants to the other parties that at the date of execution by him or her, he or she has not received any notice or information of the revocation of the power of attorney appointing him or her; and
- (b) as an authorised officer, agent or trustee of any party, warrants to the other parties that at the date of execution by him or her, he or she has full authority to execute this Agreement in that capacity.

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

19 Occupation authority

19.1 In accordance with the Act and the applicable Regulation Module, the Body Corporate authorises the Manager to have the exclusive use and occupation of that part of the Common Property identified as "OA1" on the plan attached to this Agreement for all purposes necessary to enable the Manager to carry out the Caretaking Duties, to perform its obligations under this Agreement and to operate as a letting agent.

20 Trustee

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

- (a) The Manager warrants that it has full power under the Manager's Trust to enter into and perform its obligations under this Agreement;
- (b) The Manager shall on the written demand or direction of the Body Corporate made in accordance with the provisions of this Agreement, exercise all rights of indemnity that the Manager may at any time have against the Trust Fund and any beneficiaries or unit holder of the Manager's Trust or any of the same for the benefit of the Body Corporate;
- (c) The Manager is liable under this Agreement both in its personal capacity and as trustee of the Manager's Trust; and
- (d) The Manager will provide the Body Corporate with a certified copy of the Trust Deed and all other documents evidencing the Manager's Trust within 14 days of written request for the same from the Body Corporate.

Execution page



Executed as a deed:

THE COMMON SEAL of THE BODY)
CORPORATE FOR COOINDA CHASE)
COMMUNITY TITLES SCHEME 37747 was)
affixed pursuant to a resolution of the Body)
Corporate in the presence of two officers who)
certify that they are the proper officers of the)
Body Corporate to affix that seal)

Signature
BERNADETTE GREENOCK
SECRETARY
Name and designation

Signature

Name and designation

SIGNED SEALED AND DELIVERED by GEOFFREY)
JAMES HOPPNER AS TRUSTEE FOR THE)
STANIC TRUST in the presence of:)

Witness

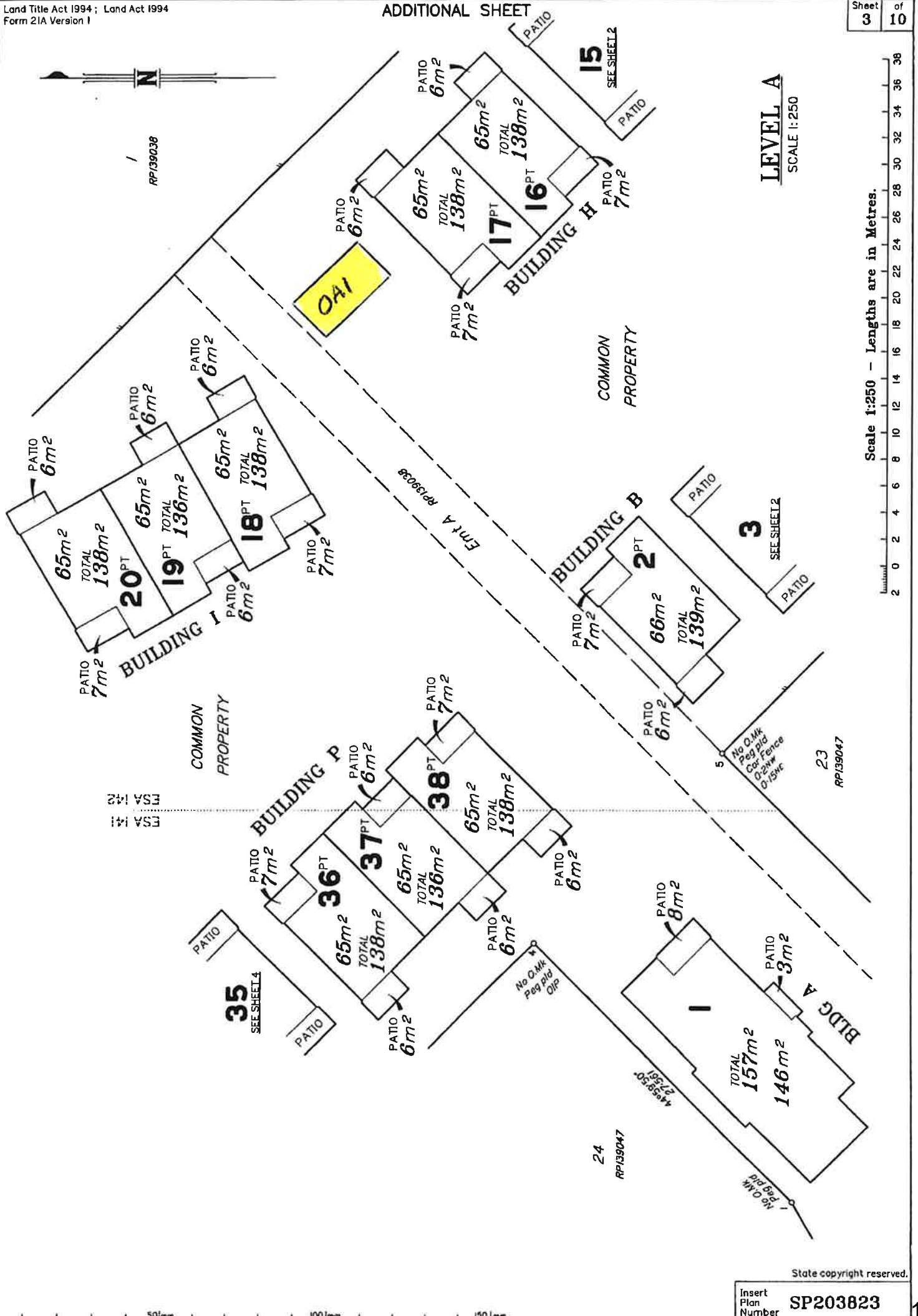
Name: (block letters)

SIGNED SEALED AND DELIVERED by GEOFFREY)
JAMES HOPPNER in the presence of:)

Witness

Name: (block letters)

Occupation authority



LEVEL A
SCALE 1:250

Scale 1:250 - Lengths are in Metres.



MS 12
MS 13

SCHEDULE A

Cooinda Chase - CTS 37747

Caretaker's Specific Duties and Responsibilities Schedule - Monday to Friday Inclusive

Duties to be Performed:- Daily

1.1 Management Administrative Services:

- 1 Monitor the observance of the by-laws by those using the common property or within a Lot

Specifics:- Advise/caution any Owner/resident/tenant including guests, employees, agents, children, invitees and licensees of any noticed or reported breach of the By-laws on common property or within a Lot in the first instance by verbal discussion. Report consistent breaches (those happening more than 3 times) to the Committee for further action by the Committee [Refer ABMA Code – Chapter 18 – Part B – Cl 18.33 (5)].

1.2 Driveways, Visitor Car Park Areas and Entrances:

- 1 Monitor daily all resident's/tenant's and visitor's vehicle parking and security

Specifics: Advise Resident/Tenant/Visitor (where possible) of any breach of the By laws. Record any persistent breaches in a log book for referral to the Committee for further action.

- 2 Pick up and dispose of litter from entrances, driveways and visitor carpark areas

Specifics:- Randomly check throughout the day when in the area performing other duties to ensure car park remains in a clean and tidy condition [Refer ABMA Code - Chapter 12 - Part B - Table 12 C - Cleaning Standards - Compliance Levels - External Zones].

1.3 Gymnasium:

- 1 Check gymnasium daily, tidy and spot clean as required

Specifics:- Tidy equipment and ensure everything is kept in its respective place (weights, dumbbells, etc) [Refer ABMA Code Table 12B – Cleaning Standards - Compliance Levels – Internal Zones].

1.4 Lawns, Gardens and Landscape Features:

- 1 Pick up and dispose of litter, dead foliage, fronds and branches from lawns, gardens and common property

Specifics:- Pick up dropped palm fronds, branches, blown in rubbish, cigarette butts, etc, from common area lawns and garden areas, tidy gardens when required [Refer ABMA Code - Chapter 13 - Part B - Table 13(B) - Recurrent Garden Care Frequencies (1)].

1.5 Security and Emergency Services:

- 1 Carry out morning security check of complex and facilities

Specifics: Identify any security breaches, vandalism or damage. Record in a log book for reporting to Body Corporate for further action.

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Caretaker's Specific Duties and Responsibilities Schedule - Monday to Friday Inclusive

Duties to be Performed:- Weekly

2.1 Management Administrative Services:

- 1 Be available or contactable to liaise with Committee Representative and attend to common property issues

Specifics: Liaise personally or by phone/email with the nominated Committee Representative or Body Corporate Manager as required or requested during normal business hours.
- 2 Maintain a log of any security issues

Specifics:- Record all matters that may be considered important or essential for recording and reporting to the Committee for further action.
- 3 Maintain a record of all visits involving body corporate contractors, company reps, quotation personnel, etc

Specifics: Ensure all personal "sign in" and "sign out" of the property. Maintain all Sign in Register records for 6 years.

2.2 Driveways, Visitor Car Park Areas and Entrances:

- 1 Blowervac/sweep/vacuum street entrance, driveways and visitor car parks

Specifics:- Duty applies to street entrance, internal common area roadways and visitor car parks [Refer ABMA Code - Chapter 12 - Part B - Table 12C - Cleaning Standards - Compliance Levels - External Zones - Recreational Areas (3)].
- 2 Clean any minor leaks of oil, fluid leaks or other discharge from vehicles or equipment on common area driveways and visitor car parks

Specifics: Clean any fresh stains as soon as reasonably practical when noticed or reported to limit permanent staining or spreading via vehicle or pedestrian traffic. Identify and report to the Body Corporate any oil, grease, leaks and spills in any Exclusive Use areas [Refer ABMA Code - Chapter 12 - Part B - Table 12 C - Cleaning Standards – Compliance Levels – External Zones – Recreational Areas (3)].
- 3 Check and maintain the operation of the automatic entrance/exit gates to the complex

Specifics:- Check associated control switches and safety limiter systems are functioning correctly, lubricate any noisy components, arrange any specialist repairs.

2.3 General Areas:

- 1 Check and clean building letter boxes, dispose of junk mail

Specifics: Duty performed an average of five times per week on mail delivery days. Wipe over face of letter boxes, check rubbish bin and empty [Refer ABMA Code - Chapter 12 - Part B - Table 12B - Cleaning Standards - Compliance Levels - Internal Zones].

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2.4 Gymnasium:

- 1 Check, wipe down, clean and disinfect gym equipment

Specifics:- Includes seats and handles and dusting, cleaning and treating frames to inhibit rusting. Ensure stock of disinfectant wipes is available for users at all times [Refer ABMA Code - Table 12B – Cleaning Standards - Compliance Levels – Interior Zones].

- 2 Clean all glass windows, doors, frames and door hardware

Specifics: Wash and clean all glass panels, doors and door hardware. Clean windows and frames, wipe window ledges [Refer ABMA Code - Chapter 12 - Part B - Table 12B – Cleaning Standards - Compliance Levels – Internal Zones - Hard Surfaces (4)].

- 3 Vacuum/mop and clean floors

Specifics:- Spot clean any marks or stains. Vacuum under equipment where accessible [Refer ABMA Code - Table 12B – Cleaning Standards - Compliance Levels – Internal Zones].

2.5 Lawns, Gardens and Landscape Features:

- 1 Mow all associated lawn areas including common area lawns and lawns on nature/median strips adjacent to the Scheme Land during spring/summer

Specifics: Lawns to be mown weekly [Refer ABMA Code - Chapter 13 - Table 13(a) - Lawn Care Standards]. Duty performed weekly October to April inclusive (average of 29 mows).

- 2 Blower/vac/sweep garden footpaths following mowing and edge trimming

Specifics: Duty performed following mowing and edging [Refer ABMA - Chapter 13 - Table 13(b) - Recurrent Garden Care Frequencies].

- 3 Trimming of all edges of paths, drives, gardens, shrubs, lights & fixtures during spring/summer warmer months

Specifics: All edges to be trimmed to correspond with the seasonal mowing frequency. Lawn edges that are parallel to adjacent structures (e.g. path, driveway, garden edge, etc) to be vertically trimmed in a neat line approx. 10mm from hard edge. Lawns that are parallel to a vertical edge (e.g. fence, wall, etc) to be trimmed on an angle so as not to damage the feature in any way [Refer ABMA Code - Table 13 (A) – Lawn Care Standards].

2.6 Common Area Lighting and Associated Infrastructure:

- 1 Check common area lights, replace any faulty accessible bulbs/tubes

Specifics:- Carry out the maintenance and cleaning of common area lights that are accessible without the need for special access equipment. Duty applies to those lights that do not exceed a fall height of one metre to safely access. Replace any blown bulbs/tubes, arrange any specialist repairs.

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2.7 Maintenance, Repairs and Services:

- 1 Carry out minor repairs and maintenance to common property that do not require the services of a licensed tradesperson/contractor

Specifics: Minor works is described as any repair, maintenance, alteration, adjustment or replacement activity not subject to WH&S or QBCC licensing. Applies to repairs that can be completed by an individual person in less than 30 minutes using basic hand tools without the need for a ladder or elevated platform [Refer ABMA Code - Chapter 16 – Part B Clause 16.20].
- 2 Provide access, maintain a register and liaise with contractors/tradesmen when on-site for common property repair work

Specifics: Ensure all Body Corporate contractors provide a "Safe Work Plan". Confirm contractor's licences, registrations, insurance certificates, etc. Ensure contractors abide by the current WH & S Regulations and Body Corporate By Laws [Refer ABMA Code - Chapter 17 - Part B - Clause 17.30].

2.8 Rubbish Disposal:

- 1 Hose (when lawful) and clean bin wash down area

Specifics: Keep drains clear and clean, sanitize area and drains to remove any odours. Duty required to be compliant with Environmental Protection Act 1994 s.319 - General Environmental Duty and s.440 - General Offence Provision to Causing Environmental Nuisance.

2.9 Security and Emergency Services:

- 1 Be available and respond to after-hours emergencies and callouts

Specifics: Be available to liaise with Police, Ambulance, Fire Services or Security Services and attend to any emergencies. An emergency is a situation that poses an immediate risk to health, life, property or environment. Most emergencies require urgent intervention to prevent a worsening situation.
- 2 Monitor, maintain and ensure the ongoing operation of the CCTV security system and cameras

Specifics:- Inspect cameras and clean and wipe lenses on a regular basis. Confirm cameras are covering their designated areas fully. Download any incidents considered important or essential for reporting to the Body Corporate for further action. Duty does not require continuous monitoring but periodic observance when caretaker and/or staff can view the monitors [Refer ABMA Code - Chapter 11 – Table 11A – Maintenance Frequency and Records].

2.10 Workplace Health and Safety:

- 1 Require all Contractors that provide services to the Body Corporate to sign "in" and "out" when entering and prior to leaving the site.

Specifics: Maintain a visitor/contractor sign in register to be signed upon arrival and prior to departure. Indemnity proof all new contractors including review of WorkCover policies, insurance policies, statutory licenses, test & tag of electrical appliances, etc prior to any works commencing (review of each contractor performed annually) [Refer ABMA Code – Chapter 17 – Part B – Cl 17.31 (3) & (4)].

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Duties to be Performed:- Fortnightly

3.1 Lawns, Gardens and Landscape Features:

- 1 Mow all associated lawn areas including common area lawns and lawns on nature/median strips adjacent to the Scheme Land during autumn/winter

Specifics: Lawns to be mown fortnightly [Refer ABMA Code - Chapter 13 - Table 13(a) - Lawn Care Standards]. Duty performed fortnightly May to September inclusive (average of 11 mows).
- 2 Trimming of all edges of paths, drives, gardens, shrubs, lights & fixtures during autumn/winter cooler months

Specifics: All edges to be trimmed to correspond with the seasonal mowing frequency. Lawn edges that are parallel to adjacent structures (e.g. path, driveway, garden edge, etc) to be vertically trimmed in a neat line approx. 10mm from hard edge. Lawns that are parallel to a vertical edge (e.g. fence, wall, etc) to be trimmed on an angle so as not to damage the feature in any way [Refer ABMA Code - Table 13 (A) – Lawn Care Standards].

3.2 Rubbish Disposal:

- 1 Place out common property recycle bins on collection days, return bins after collection

Specifics: Check recycle bins and remove any visible non recycling material before moving out for collection. Return bins after collection following the clean of the bin location [Refer ABMA Code - Table 12C - Cleaning Standards - External Zones].
- 2 Clean external surfaces of rubbish bins following Council collection

Specifics: Duty applies to general rubbish bins and recycle rubbish bins [Refer ABMA Code - Chapter 12 - Part B - Table 12 C - Cleaning Standards - Compliance Level - Exterior Zone - Waste Disposal (3)].

Duties to be Performed:- Monthly

4.1 Management Administrative Services:

- 1 Carry out regular complex inspections and report to the Committee

Specifics:- Monitor & be aware of the general condition of common property & all machinery and appurtenances thereto. Duty includes all pumps, auxiliary motors or petrol engines (if any), pressurised water systems or similar. Report issues to the Body Corporate.

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- 2 Check and verify contractor and supplier invoices for payment in respect of goods and services supplied to the building owner
- Specifics: Check and verify that goods and services have been provided for relevant invoices, (stamp & sign). Forward a summary sheet with originals, or copies of originals to Committee or Body Corporate Manager for payment. Maintain a copy on file on site [Refer ABMA Code - Chapter 18 - Part B - Clause 18.33 - (2)].**
- 3 Maintain a register of Common Property assets and equipment including a service record of any maintenance or repairs
- Specifics: Confirm equipment is maintained in good order and repair, arrange servicing at required or recommended intervals [Refer ABMA Code Chapter 18 Part B Clause 18.32 c]. Asset Register to be provided y Body Corporate [Refer ABMA Code - Chapter 5 - Part B - Clause 5.31 e i 1].**
- 4 Arrange all materials and supplies necessary to carry out the caretaking duties to generally maintain the Common Property
- Specifics: Applies to purchases within the Manager's/Caretaker's spending limit for a single transaction, excluding reasonable delivery charges. Seek approval from the Committee prior to sourcing materials or supplies that exceed the spending limit or would incur additional costs in obtaining such materials or supplies.**
- 5 Prepare and submit invoice for reimbursement of out of pocket expenses, pay COD Suppliers
- Specifics:- Pay COD suppliers in a manner requested. Provide original invoices as proof of purchase of supplies for use in common property areas [Refer ABMA Code - Chapter 18 - Part B - Clause 18.33 (2)].**
- 6 Source quotations that are requested by the Committee for repairs, specialist maintenance or any specialist consultant reports
- Specifics: Source tenderers and contractors, meet and discuss job and quote requirements, provide job specifications as agreed by the Committee to ensure conformity, or otherwise, to the stated job specifications, recommend contractor, forward quotes to Committee at least 14 days prior to the date of the Committee meeting, notify successful tenderer and arrange for work to be done.**
- 7 Maintain a register of all contractors providing common property services to the Complex
- Specifics:- Including name of contact person, addresses, phone contact details, email addresses and start and finish dates of any contracted services. Obtain current copies of licences, insurance, and registered business details of contractors before they commence work on common property to ensure they are adequately insured [Refer ABMA Code – Chapter 5 – Part B – Clause 5.31 (b) – 23].**
- 8 Maintain a log of accidents, incidents and by law breaches, make available to Body Corporate
- Specifics:- Maintain a log of accidents, injuries, incidents and any occurred by-law breaches. Records to be maintained for 6 years [Refer ABMA Code - Chapter 5B - Cl 5.31 (e) 18,19, 20].**

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4.2 Compliance Management:

- 1 Maintain copies of all accident or incident reports

Specifics: Records to be retained for 6 years as per Workplace Health & Safety Regulations [Refer ABMA Code - Chapter 17(B) - Para 17.22].

4.3 General Areas:

- 1 Check and maintain fences and retaining walls

Specifics:- Check all fencing and keep in a clean and tidy condition. Carry out any repairs that do not require the services of a tradesperson (re-fix loose palings or similar). Arrange any major repairs. Duty applies to all common property fencing, balustrading, bollards, retaining walls, planter boxes, etc.

4.4 Gymnasium:

- 1 De-web cornices, dust and clean light fittings, spot clean walls

Specifics:- Duty includes wiping of skirting boards and common area doors and frames, remove scuff marks from walls [Refer ABMA Code - Table 12B – Cleaning Standards - Compliance Levels – Internal Zones]

4.5 Lawns, Gardens and Landscape Features:

- 1 Spray and control weeds in gardens and along fence lines, paved areas, etc

Specifics:- Includes gardens along adjoining footpaths. Do not apply sprays during windy conditions or prior to impending rain [Refer ABMA - Chapter 13B - Table 13(B) - Recurrent Garden Care Frequencies].

- 2 Selectively hand weed accessible garden areas not able to be sprayed with weed spray

Specifics: Instigate a weeding program to ensure all gardens are weeded on a rotational basis at least once per month. Duty applies to gardens where there is a risk of damage to plants by the use of weed sprays and areas that are unable to be mulched to control weeds [Refer ABMA Code - Chapter 13 - Table 13(B) - Recurrent Garden Care Frequencies].

- 3 Prune, trim and shape all hedges and shrubs, clean up and dispose of trimmings

Specifics:- Instigate a weekly pruning program to ensure all plants and shrubs are pruned on a rotational basis at least once per month, clean up and dispose of trimmings. Duty does not apply to pruning of plants, shrubs, vines, etc that exceed a fall height of one metre to access or require specialist equipment for access [Refer ABMA - Part 13B – Clause 13.21 – 2b].

4.6 Common Area Lighting and Associated Infrastructure:

- 1 Arrange and supervise the maintenance and repairs of inaccessible lighting by a suitably qualified tradesperson

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Specifics: Applies to lighting that exceeds a fall height of one metre, requiring specialist equipment for access. Duty to be performed by a Body Corporate approved contractor at the cost of the Body Corporate.

4.7 Maintenance, Repairs and Services:

- 1 Check, clean and confirm all stormwater drains and gutters are clear and free flowing

Specifics: Confirm grates are in sound condition and firmly in place. Inspect following periods of heavy rain to confirm drains are clear and free flowing, arrange any specialist repairs to clear blockages, repair pipes, grates, etc [Refer ABMA Code - Chapter 16 - Part B - Clause 16.22 - 3].

4.8 Rubbish Disposal:

- 1 Clean rubbish bins/skips, disinfect and deodorise

Specifics: Hose (when lawful), clean and allow to drain, disinfect and deodorise and return to bin location. Duty includes general rubbish skip bins and recycle wheelie bins [Refer ABMA Code - Chapter 12 - Part B - Table 12 C - Cleaning Standards - Compliance Level - Exterior Zone - Waste Disposal (3)].

4.9 Security and Emergency Services:

- 1 Maintain a register of master keys under the control of the Body Corporate and the Lots in the Scheme as far as individual Lot Owners shall permit

Specifics: The possession of those keys shall be rendered to no other person other than a fully authorised representative of the Body corporate or the individual Lot Owner. The Service Contractor shall allow a lawfully authorised person in the course of their duties free access to any part of the common property (other than interior of Lots) as authorised at all reasonable times.

- 2 Program and re-code swipe cards/fobs for security access system

Specifics: Cancel any cards/fobs not returned on time by permanently departing residents/guests. Re code or replace any cards that are reported to be not working. Maintain a record of all cards/fobs including codes. Duty applies to security entry/exit gates to complex.

4.10 Workplace Health and Safety:

- 1 Maintain a log and notify the Committee and Workplace Health and Safety QLD immediately of any notifiable accidents or incidents

Specifics: Follow up and record and forward details within 24 hours using WH&S Form 3 (Incident notification form) any notifiable accident or incident. An incident is notifiable if it arises out of the conduct of a business or undertaking and results in death, serious injury or serious illness of a person or involves a dangerous incident. Keep records of reported incidents for 6 years [Refer ABMA Code – Chapter 17 – Part B – Cl 17.22].

- 2 Conduct a site induction for all maintenance Contractors

Specifics: Including obtaining proof of insurance policies, licences, Safe Work Plans, electrical compliance (test & tag). Induction applies to contractors entering site for the first

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time. Induction to be repeated annually with all tradespersons/contractors (Section 316 of WH&S Regs 2011) [Refer ABMA Code - Chapter 17 - Part B - Cl 17.31].

- 3 Maintain a register of all chemicals/hazardous materials/controlled substances used and stored on site

Specifics:- Store chemicals/hazardous materials/controlled substances off the floor on shelving, provide Safety Data Sheets (SDS). Keep SDS for all chemicals/hazardous materials/controlled substances in the storage facility and a copy on file at Reception [Refer ABMA Code - Chapter 17 - Part B - Cl 17.31 (7) & (8)].

- 4 Report promptly any identified hazards or danger to the Committee for further instructions, take remedial action where necessary

Specifics: Report hazards within 24 hours to the Committee. Take remedial action immediately including isolating the hazard/area. Arrange and supervise the rectification of the hazard as instructed by the Committee. Keep records of reported hazards for 6 years [Refer ABMA Code - Chapter 17.0].

Duties to be Performed:- Quarterly

5.1 Management Administrative Services:

- 1 Attend Committee meetings, extraordinary meetings and annual general meetings

Specifics:- Prepare a report for each meeting, forward report at least 14 days prior to meeting to enable Committee Members sufficient time to review report prior to the meeting [Refer ABMA Code - Chapter 18 - Part B - Clause 18.33 (1)].

- 2 Maintain a register of contracts including the start and finish dates of such contracts

Specifics:- Obtain current copies of licences, insurance, and registered business details of contractors before they commence work on common property to ensure they are adequately insured. Instigate a system to advise in advance of the end date of any contract to enable sufficient time for re-negotiation of new contracts [Refer ABMA Code – Chapter 5B – Cl 5.31 e.21].

5.2 Compliance Management:

- 1 Maintain up to date copies of Contractor's insurance Certificates of Currency

Specifics: Ensure all contractors engaged by either the Body Corporate or Caretaker provide copies of Certificates of Currency for Public Liability Insurances [Section 19 WH&S Act 2011 (Qld)].

- 2 Maintain up to date signed copies of all staff and Contractors Site Induction records

Specifics: Induction applies to contractors and staff entering site for the first time. Induction to be repeated annually with all tradespersons/contractors/staff [Refer ABMA Code – Chapter 17(A).06 C. a].

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5.3 Gymnasium:

- 1 Arrange, provide access and supervise the service and testing of gym equipment

Specifics: *Arrange for any required specialist repairs in the interim period between the servicing and testing frequency. Advise contractor of any faults or defective equipment, isolate any faulty equipment until repairs can be arranged.*

- 2 Clean gymnasium air conditioning filters/vents

Specifics: *Clean vents/louvers to remove built up dirt, etc. Remove and wash when required.*

5.4 Infrastructure Administrative Services:

- 1 Maintain a register of the Complex plans and specifications

Specifics:- *Make "as built" plans available to contractors/service personnel upon request when on-site for repairs or maintenance. Maintain a master register to record any changes, additions or relocations effected by contractors to any common property infrastructure such as electricals, plumbing works or irrigation, and attach relevant plans showing new locations as appropriate [Refer ABMA Code – Chapter 5 – Part 5B – Clause 5.31 – (e i. 32)].*

5.5 Lawns, Gardens and Landscape Features:

- 1 Prune and trim flowering plants after flowering

Specifics:- *Deadhead plants by pinching out old and withered flowers to encourage production of flowers instead of fruits and seed.*

5.6 Common Area Lighting and Associated Infrastructure:

- 1 Adjust lighting and power timers as may be necessary to meet required lighting times or following power failures

Specifics: *Includes but not limited to pool filter timers and garden irrigation timers. Maintain common area lighting to meet seasonal requirements.*

5.7 Workplace Health and Safety:

- 1 Maintain an emergency plan for the workplace to comply with WH&S Regulation 43

Specifics: *Specialist to compile emergency plan. Plan to include: effective response to emergency, evacuation procedures, notification of emergency service organisations, medical treatment/assistance, communication between the person authorised and all people in the workplace, training and instruction to people in the workplace (Refer ABMA Code – Chapter 17 – Part B – Chapter 17.40).*

- 2 Maintain all required and approved safety signage around the complex and safety infrastructure on-site

Specifics: *Ensure that all required and approved safety signage, (for the use of chemicals, fuels, etc) is correctly displayed in and around the complex as may be required from time to time [Refer ABMA Code - Chapter 17.0].*

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Duties to be Performed:- Six Monthly

6.1 Infrastructure Administrative Services:

- 1 Monitor, provide access and record the maintenance and testing of fire hydrants including any internal & external boosters

Specifics: Ensure hydrant covers are clear of soil and vegetation and clearly marked/painted for ease of identification. Record date of inspection in a Log [Refer ABMA - Chapter 10B - Table 10A - Fire Protection Services Frequencies & Records].

6.2 Lawns, Gardens and Landscape Features:

- 1 Fertilise all common area lawns

Specifics: Fertilise in Spring and Autumn. In between applications, lightly feed regularly (6 - 8 week intervals) with a fertiliser high in Nitrogen and Potassium. Water in fertiliser after application [Refer ABMA Chapter 13 Table 13(c) Periodical Garden Care Frequency].

- 2 Hand fertilise all gardens, plants, shrubs and palms

Specifics:- Fertilise in Spring and Autumn. Avoid the use of organic fertilisers with residual odors. Seek advice from Horticulturist on specific fertilisers for different plant species [Refer ABMA Code - Chapter 13 - Part B- Table 13D - Garden Maintenance Standards (3)].

- 3 Replace and/or replant damaged accessible plants, shrubs, trees or turf

Specifics:- Remove and replace any diseased or dead plants or turf. Ensure replacement plants or turf are within the same theme as the current garden and lawn style. Do not plant in dry or muddy soil or extreme weather conditions. Refer to Body Corporate 'Landscape Plan' (if one has been provided) [Refer ABMA - Chapter 13 (b) - Clause 13.21 (2) (h & i)].

- 4 Spray and treat lawns for infestation of lawn diseases, grubs and pests

Specifics: Includes gardens along adjoining footpaths. Do not apply sprays during windy conditions or prior to impending rain [Refer ABMA - Chapter 13B - Table 13(C) - Periodical Garden Care Frequencies].

- 5 Spray all common area lawns regularly for the eradication of Bindi, clover and other weed growths

Specifics:- Treat weeds in winter months before they germinate and drop seeds back into the soil. Repeat applications frequently in order to kill weeds that have germinated after previous spraying.

6.3 Maintenance, Repairs and Services:

- 1 Schedule, provide access to a qualified service provider and monitor the provision of common area pest control services

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Specifics: Place out notices to advise Owners/residents/guests/visitors of pending chemical spraying. Monitor pest activity and arrange for treatment more frequently when required. Duty to be performed by a Body Corporate approved contractor.

- 2 Clean and maintain all complex signage

Specifics:- Organise for the repair and/or replacement of any required safety signage, vehicle parking signs, notices and any other required signage necessary for the efficient control, management, use and enjoyment of the complex [Refer ABMA Code - Chapter 12 - Table 12C - Cleaning Standards Compliance Levels - Exterior Zones].

Duties to be Performed:- Annually

7.1 Management Administrative Services:

- 1 Assist the Committee in the preparation of the Administrative and Sinking Fund budgets for the next financial year

Specifics: Prepare and provide to the Committee and Strata Managing Agent/Body Corporate Manager information to assist with the determination of annual budgets.

7.2 Compliance Management:

- 1 Obtain and record a Certificate of Compliance/Occupier's Statement from the service contractor, make available on demand

Specifics: Copy of Certificate to be displayed in a prominent place. Records to be maintained in a way that will preserve them in the event of a fire. Occupiers Statement can be sent via email to: occupierstatement@emergency.qld.gov.au [Refer ABMA Code - Chapter 18 - Part B - Clause 18.31 (8b)].

- 2 Display building Certificate of Classification

Specifics: Ensure Certificate of Classification is on display as near as practicable to the main entrance of the building .[Refer ABMA Code – Chapter 18B - Clause 18.31 8b].

7.3 Infrastructure Administrative Services:

- 1 Arrange, provide access and record the testing of installed water back-flow devices

Specifics: Service to be performed by a qualified and registered backflow endorsed plumber. Testing required to comply with Australian Standard AS NZS 2845.3 [Refer to ABMA Code - Chapter 11 - Part B - Programmed Maintenance of Capital Infrastructure - Hydraulics].

- 2 Arrange, provide access and record the Thermo-graphic Survey of all common area electrical switchboards (AS/NZS 3000/8)

Specifics:- Sign contractor "in" and "out" and provide access for the service contractor to complete the services. Report to the Committee any notified faults or defects that require further repair or maintenance. Confirm testing is carried out to detect any overheating and possibility of fire or fusion [Refer ABMA Code - Chapter 11 - Part B – Programmed Maintenance of Capital Infrastructure – Electrical Services].

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- 3 Monitor, provide access and record the maintenance and testing of fire system flow testing
- Specifics: Includes internal and external hydrant boosters as per Australian Standards AS 1851 - Section 4.**
- 4 Monitor and record the testing and tagging of common property pluggable appliances
- Specifics: Service to be performed to the Standard; AS/NZS 3760:2010 "In service inspection and testing of electrical equipment" [Refer ABMA Code - Chapter 11 - Part B - Programmed Maintenance of Capital Infrastructure - Electrical Services].**
- 5 Monitor, provide access and record the testing of common property Residual Current Devices by a qualified inspector
- Specifics:- Sign contractor "in" and "out" and provide access for the service contractor to complete the services. Report to the Committee any notified faults or defects that require further repair or maintenance [Refer ABMA Code - Chapter 11 - Part B - Programmed Maintenance of Capital Infrastructure - Electrical Services & AS3760].**

7.4 Lawns, Gardens and Landscape Features:

- 1 Arrange and supervise a contractor for the pruning and cutting back of large trees
- Specifics: Applies to trees and palms that exceed a fall height/working height of one metre as per Workplace Health and Safety Regulations. Duty to be performed by a Body Corporate approved contractor at the cost of the Body Corporate.**
- 2 Carry out major seasonal pruning and thinning out of shrubs and gardens
- Specifics: Carry out heavy pruning of shrubs, cut back by about 1/3 in August. Fertilise after pruning. Thin out gardens to prevent overcrowding of plants[Refer ABMA - Chapter 13 - Table 13(C) Periodical Garden Frequencies]. Duty applies to accessible plants and shrubs that can be accessed without the use of ladders, platforms, etc as per WH&S Regulations.**
- 3 Re-mulch common area gardens and gardens on nature/median strips adjacent to the Scheme Land
- Specifics:- Instigate a mulching program to ensure all gardens trees are mulched on a rotational basis at least once per year. Duty includes mulching around trees/shrubs to a radius of one (1) metre. Spade around edge. Mulch to be provided at the cost of the Body Corporate [Refer ABMA Code - Chapter 13 - Part B- Table 13C - Periodical Garden Care Frequencies].**

7.5 Workplace Health and Safety:

- 1 Arrange and provide access to the complex for any required safety inspection by a qualified safety auditor
- Specifics: Arrange any inspection at the direction and cost of the Body Corporate, implement any recommendations approved by the Body Corporate without delay [Refer ABMA Code - Chapter 17 - Part B - Cl 17.36 ii.].**
- 2 Arrange/attend with a suitably licensed/qualified consultant to review the Body Corporate's obligations under the WH&S Act

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Specifics: Arrange a consultant to review the Body Corporate's policies and procedures to comply with the WH&S Act, forward any recommendations to the Committee for approval and instigation [Refer ABMA Code - Chapter 17.0].

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