LETTING AGREEMENT

INTRODUCTION:

A. For the better control, management and administration of the Common Property, the Body Corporate wishes to enter into an agreement with respect to the provision of letting services to such owners as may wish to avail themselves of such services

B. The Body Corporate appoints the Letting Agent and the Letting Agent accepts such appointment without remuneration from the Body Corporate for the purpose of providing such a letting service on the basis set out in this Agreement.

IT IS AGREED:-

1. DEFINITIONS

In this Agreement except where inconsistent with the context words used which are defined in the Act shall have the meanings so defined therein and the following terms shall have the following meanings unless the context otherwise requires: -

"**this Agreement**" includes the Schedules, if any;

"**Common Property**" means so much of the land and improvements within the Plan as from time to time is not comprised in any Lot in the Plan and shall include where appropriate any easements and any property shared between members of the Body Corporate and any other person or persons (whether by way of agreement, easement lease or otherwise);

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

"**Scheme**" shall mean the Lots and Common Property comprised in the Plan;

"**Letting Service**" means a service by which the Letting Agent offers to let Lots and (without any obligation) provide ancillary services;

"**Letting Owners**" means Lot Owners who use the Letting Service;

"**Lot**" means any Lot in the Plan;

"**the Plan**" means the Building Format Plan or plans in respect of the Scheme.

2. INTERPRETATION

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

2.1 Words importing any gender shall include all other genders.

2.2 Words importing persons shall include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporate, and vice versa.

2.3 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.

2.4 Any obligation on the part of or for the benefit of two or more persons shall be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.

2.5 Words importing the singular shall include the plural and vice versa.

2.6 Headings are included for convenience only and shall not affect the interpretation of this Agreement or any Schedule.

2.7 References to Sections, Clauses, Recitals, Schedules and Annexures are to Sections and Clauses of and Recitals, Schedules and Annexures to this Agreement.

2.8 References to this Agreement are to this Agreement and all modifications and variations to this Agreement effected in accordance with this Agreement.

2.9 References to any document or agreement shall include all references to such document or agreement as amended, narrated, supplemented, varied or replaced from time to time.

2.10 Expressions cognate with expressions defined in Clause 1 shall be construed accordingly.

2.11 All references to dates and times are to Brisbane time.

2.12 All references to "$" and "dollars" are to lawful currency of Australia.

2.13 Recitals to this Agreement shall be read as and form part of this Agreement.

2.14 References to writing shall include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form.

2.15 References to any legislation or any provision of any legislation shall include any legislative provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments, proclamations or other subordinate legislation made under such legislation or legislative provision.

2.16 References to institutes, associations, bodies and authorities whether statutory or otherwise will, if that institute, body, association or authority ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other institute, association, body or authority, be deemed to refer respectively to the institute, association, body or authority established or constituted in place thereof or which substantially succeeds to the powers or functions of the institute association body or authority referred to.

2.17 No rules 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 this Agreement.

2.18 Unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future will not apply to this Agreement so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect the exercise or enjoyment of any rights, powers, privileges, remedies or discretions given or accruing to any party.

3. APPOINTMENT AND TERM

3.1 The Body Corporate appoints the Letting Agent as the letting agent for the Scheme for a period of 25 years commencing on and from the 10th day of July 2008 (the date of commencement of this Agreement) and expiring on the 9th day of July 2033 and the Letting Agent accepts such engagement upon the terms and conditions of this Agreement.

4. LETTING AGENT'S DUTIES

4.1 To Provide a Letting Service

(a) The Letting Agent will offer from within the Scheme a Letting Service for Lots which meet the Letting Agent's standards (at the Letting Agent's sole discretion) whose owners wish the Letting Agent to act for them by appointment to act as Letting Agent for the Owners;

(b) The Letting Agent will conduct the Letting Service in the competent manner and to the standard reasonably expected of a Scheme of this kind;

(c) The Letting Agent will maintain and staff an office/reception area within the Scheme during such hours as are deemed reasonably necessary by the Letting Agent for the proper conduct of the Letting Service;

(d) The Letting Agent will supervise the standards of tenants of the Letting Owners and shall use best endeavours to ensure that no nuisance is created by those tenants or by their guests or invitees;

(e) The Letting Agent will use its best endeavours to improve and expand the Letting Service and for this purpose if properly permitted by the By-laws of the Body Corporate the Letting Agent may without the consent of the Committee erect signs advertising the Letting Service on or about the Scheme (of a number, size and general type and design and in locations which are in all respects consistent with the general aesthetics and amenity of the Scheme); and

(f) The obligations of the Letting Agent hereunder may be postponed by the Letting Agent at any time or times when in the Letting Agent's reasonable opinion there is not a reasonable number of lots then available to the Letting Agent for a letting service under this Agreement.

4.2 To Act Fairly and Honestly

(a) The Letting Agent will not discriminate between Letting Owners;

(b) The Letting Agent must use best endeavours to treat all Lot owners and their tenants and invitees fairly; and

(c) The Letting Agent must not give or take any secret commissions.

4.3 To Comply with the Law

(a) The Letting Agent must be licensed as required by law;

(b) The Letting Agent must comply with all statutes and regulations and the By-Laws and/or the Town Plan Approvals and the ordinances of the relevant Local Authority;

(c) The Letting Agent must conduct the Letting Service in such a manner as not to interfere with the quiet enjoyment and occupation of the Lots; and

(d) The Letting Agent must comply with the By-laws of the Body Corporate.

4.4 To Keep Records and be Accountable

(a) The Letting Agent must keep proper records of all lettings; and

(b) The Letting Agent must account to the Owners at regular intervals regarding expenditure of any levies made on Owners in addition to commission for the collection of rent or for supervising repairs and replacement to the Lots.

5. DUTIES OF THE BODY CORPORATE

5.1 The Body Corporate shall not unreasonably or unlawfully interfere with the Letting Service.

5.2 The Body Corporate shall cause the Common Property to be properly kept and maintained in a manner consistent with the fact that the Lots are let to members of the public. It is envisaged by the parties that for the purposes of fulfilling its obligations pursuant to this clause the Body Corporate will enter into an agreement with the Caretaker which may or may not be the Letting Agent.

5.3 The Body Corporate shall not grant to any other person or corporation the right to conduct any business of a similar nature to the Letting Service from within a Lot or Common Property nor shall the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the Letting Service from within a Lot or Common Property.

5.4 The Body Corporate acknowledges that the Letting Agent may conduct similar services for the Adjoining Scheme and may operate the Letting Service business from the Adjoining Scheme.

5.5 The Body Corporate shall not make any part of the Common Property available to any person or corporation other than the Letting Agent for the purpose of conducting a Letting Service.

6. RIGHT TO USE NAME

6.1 The Body Corporate agrees (to the extent that it has a right to do so or any power to control same) that the Letting Agent may use the name "River Reach Bulimba" in connection with the Letting Service during the term of this Agreement and any renewal or extension of this Agreement.

7. ASSIGNMENT

7.1 The Letting Agent shall not assign this Agreement or any interest in it except in accordance with this clause.

7.2 The Letting Agent may assign this Agreement or any interest in it with the prior consent in writing of the Body Corporate Committee. Such consent shall not be unreasonably withheld if at the time at which such consent is sought the Letting Agent is not in default under this Agreement and that consent is sought on the following basis:

(a) The Letting Agent shall give at least three (3) weeks written notice to the Body Corporate of the date of the proposed assignment and provide with that notice all reasonable details of the proposed assignee;

(b) The Letting Agent shall arrange an interview between the Committee and the proposed assignee; and

(c) The Letting Agent shall prove to the reasonable satisfaction of the Body Corporate that the proposed assignee is a respectable responsible and financially sound person capable of adequately performing and observing the duties and provisions of this Agreement.

7.3 Any consent to assignment shall not be effective until:

(a) The Letting Agent has entered into a deed with the Body Corporate in a form reasonably required by the Body Corporate under which the Letting Agent releases the Body Corporate from all claims against the Body Corporate in respect of or in any way arising from this Agreement prior to the date of that deed;

(b) The proposed assignee (and in the event the assignee is a company or trust, such guarantors as reasonably required by the Body Corporate) has entered into a deed with the Letting Agent and the Body Corporate in a form reasonably required by the Body Corporate which deed contains a covenant by the proposed assignee to be bound by and to observe and perform the provisions hereof; and

(c) The Letting Agent pays to the Body Corporate all proper and reasonable costs and expenses incurred by the Body Corporate in respect of the request for consent to the assignment whether or not the assignment is made.

7.4 Where the Letting Agent is a corporation, if there is any alteration to the Board of Directors, or any alteration to the beneficial ownership of, or issue of further shares in, or increase in, the share capital of the Letting Agent, or any proposal relating to same any of which alters the effective control of the Letting Agent from the control thereof at the date of commencement of this Agreement, such change or proposed change in the control of the Letting Agent shall be deemed to be an assignment or proposed assignment of this Agreement and the provisions relating to assignments shall apply.

8. PROHIBITED PAYMENTS

8.1 The Body Corporate shall not be entitled to any premium payment or benefits in connection with the granting, renewal, extension or variation of this Agreement.

9. TERMINATION BY BODY CORPORATE

9.1 This Agreement may, subject to Section 126 of the Act, by terminated by the Body Corporate given written notice to the Letting Agent if the Letting Agent:-

(a) purports to assign this Agreement without the prior consent in writing of the Body Corporate; or

(b) commits any act of gross negligence or gross misconduct; or

(c) defaults in the performance of the duties of the Letting Agent pursuant to this Agreement and such failure or neglect to remedy the default shall continue for a further period of fourteen (14) days after notice in writing shall have been given to the Letting Agent by the Body Corporate specifying the default and clearly stating what has to be done by the Letting Agent to remedy the default; or

(d) is a natural person and:

(i) is insolvent;

(ii) is convicted of an indictable offence; or

(iii) is committed pursuant to any legislation relating to mental health; or

(iv) is a corporation, and an order is made or a resolution is effectively passed, for the winding up or administration of the Letting Agent pursuant to the Corporations Law (other than for the purposes of an amalgamation or reconstruction) or a receiver or manager is appointed to the Letting Agent's property or any part thereof without the prior approval of the committee of the Body Corporate as to the appointed party which shall not be unreasonably withheld provided that the proposed appointee is a respectable responsible and financially sound person capable of adequately performing and observing the duties and provisions of this Agreement

(e) The Body Corporate or the Letting Agent may upon giving 14 days written notice, terminate this Letting Agreement if at any time the Caretaking Agreement is terminated in accordance with the provisions of that agreement.

10. NOTICES

10.1 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 347 of the Property Law Act 1974 whether or not that Act or Section shall be repealed, substituted or amended subsequent to the date hereof.

11. COSTS

11.1 Each party shall bear their own legal fees relating to this Agreement.

11.2 All stamp duty payable on this Agreement and any duplicate thereof shall be borne and paid by the Letting Agent.

12. SEVERANCE

12.1 In the event that any term or provision of this Agreement for any reason whatsoever be acknowledged by the parties hereto, or be adjudged by a Court, Body or Referee of competent jurisdiction or be held or rendered by any competent Government authority to be invalid, illegal, of no force or effect or unenforceable, such terms or provision shall be severed from the remainder of the terms and provisions of this Agreement and shall be deemed never to have been part of this Agreement and the remainder of the terms and provisions of this Agreement shall subsist and remain in full force and effect unless the basic purposes of this Agreement would thereby be defeated.

13. FURTHER ASSURANCE

13.1 Each of the parties hereto shall execute and procure every person as required to sign and execute all such further documents and otherwise do all such acts, matters and things as shall be necessary or desirable to give full force and effect to the provisions of this Agreement.

13.2 Without limiting the generality of the preceding clause the Body Corporate hereby agrees that in the event that any term or provision of this Agreement requires the repeal, enactment or amendment of any By-law to make such term or provision valid, then the Body Corporate shall do all such acts matters and things as shall be reasonably necessary to ensure that such By-law is so repealed, enacted or amended.

14. GOVERNING LAW

14.1 This Agreement shall be governed by and construed in accordance with the law of Queensland and each of the parties hereby submits to the non-exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any part or the occurrence of any act, matter or thing outside of Queensland.

15. WARRANTY OF AUTHORITY

15.1 Each person signing this Agreement:-

(a) As attorney for any party warrants to the other parties that at the date of execution by that party has not received any notice or information of the revocation of the power of attorney; and

(b) As an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution by that party has full authority to execute this Agreement in that capacity.

15.2 The Body Corporate warrants that it has the authority and legal capacity to enter into this Agreement.

16. AUTHORITY TO DATE AND COMPLETE

16.1 Each party hereby authorises the other and their respective solicitors to: -

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

(b) complete and sign any documents or paper writing as is necessary to stamp or register this Agreement.

17. MANAGED INVESTMENT SCHEME

17.1 The Letting Agent, in operating the Letting Service (as referred to in the Managed Investments provisions of the Corporations Act 2001 as amended) agrees that they must not:-

(a) Conduct a Serviced Apartment operation;

(b) Impose or attempt to impose an obligation on any Buyer or owner of a Lot in the Scheme to make their Lot available to the Letting Agent for letting to prospective tenants;

(c) Make Lots in the Scheme available for letting on an overnight or short term basis;

(d) Promote an understanding between buyers or owners of Lots in the Scheme and the Letting Agent that Lots made available to the Letting Agent for letting to prospective tenants will be let on a rotational or other basis, it being accepted that a tenant will have a right to select a Lot and may have a preference for a particular Lot;

(e) Promote any Scheme, understanding or arrangement whereby there is pooling of rental income between Lots in the Scheme; and

(f) Allow Lots in the Scheme to be let for a period of less than three (3) months.

18. OCCUPATION AUTHORITY

18.1 The Letting Agent has a right of exclusive occupation of the areas shown in the attached plans, if any, for all purposes associated with satisfaction of the Letting Agent's Duties.

18.2 The Letting Agent is responsible for all cleaning, maintenance and repairs of areas covered by this occupation authority and is entitled to reasonable access for these purposes.

Occupation Authority Plan

Area (if any) to be nominated by the Seller (acting reasonably)

LETTING AGREEMENT

INTRODUCTION:

A. For the better control, management and administration of the Common Property, the Body Corporate wishes to enter into an agreement with respect to the provision of letting services to such owners as may wish to avail themselves of such services

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4. LETTING AGENT'S DUTIES

4.1 To Provide a Letting Service

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(b) The Letting Agent will conduct the Letting Service in the competent manner and to the standard reasonably expected of a Scheme of this kind;

(c) The Letting Agent will maintain and staff an office/reception area within the Scheme during such hours as are deemed reasonably necessary by the Letting Agent for the proper conduct of the Letting Service;

(d) The Letting Agent will supervise the standards of tenants of the Letting Owners and shall use best endeavours to ensure that no nuisance is created by those tenants or by their guests or invitees;

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(a) The Letting Agent must be licensed as required by law;

(b) The Letting Agent must comply with all statutes and regulations and the By-Laws and/or the Town Plan Approvals and the ordinances of the relevant Local Authority;

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5.2 The Body Corporate shall cause the Common Property to be properly kept and maintained in a manner consistent with the fact that the Lots are let to members of the public. It is envisaged by the parties that for the purposes of fulfilling its obligations pursuant to this clause the Body Corporate will enter into an agreement with the Caretaker which may or may not be the Letting Agent.

5.3 The Body Corporate shall not grant to any other person or corporation the right to conduct any business of a similar nature to the Letting Service from within a Lot or Common Property nor shall the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the Letting Service from within a Lot or Common Property.

5.4 The Body Corporate acknowledges that the Letting Agent may conduct similar services for the Adjoining Scheme and may operate the Letting Service business from the Adjoining Scheme.

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(a) The Letting Agent shall give at least three (3) weeks written notice to the Body Corporate of the date of the proposed assignment and provide with that notice all reasonable details of the proposed assignee;

(b) The Letting Agent shall arrange an interview between the Committee and the proposed assignee; and

(c) The Letting Agent shall prove to the reasonable satisfaction of the Body Corporate that the proposed assignee is a respectable responsible and financially sound person capable of adequately performing and observing the duties and provisions of this Agreement.

7.3 Any consent to assignment shall not be effective until:

(a) The Letting Agent has entered into a deed with the Body Corporate in a form reasonably required by the Body Corporate under which the Letting Agent releases the Body Corporate from all claims against the Body Corporate in respect of or in any way arising from this Agreement prior to the date of that deed;

(b) The proposed assignee (and in the event the assignee is a company or trust, such guarantors as reasonably required by the Body Corporate) has entered into a deed with the Letting Agent and the Body Corporate in a form reasonably required by the Body Corporate which deed contains a covenant by the proposed assignee to be bound by and to observe and perform the provisions hereof; and

(c) The Letting Agent pays to the Body Corporate all proper and reasonable costs and expenses incurred by the Body Corporate in respect of the request for consent to the assignment whether or not the assignment is made.

7.4 Where the Letting Agent is a corporation, if there is any alteration to the Board of Directors, or any alteration to the beneficial ownership of, or issue of further shares in, or increase in, the share capital of the Letting Agent, or any proposal relating to same any of which alters the effective control of the Letting Agent from the control thereof at the date of commencement of this Agreement, such change or proposed change in the control of the Letting Agent shall be deemed to be an assignment or proposed assignment of this Agreement and the provisions relating to assignments shall apply.

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9.1 This Agreement may, subject to Section 126 of the Act, by terminated by the Body Corporate given written notice to the Letting Agent if the Letting Agent:-

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(c) defaults in the performance of the duties of the Letting Agent pursuant to this Agreement and such failure or neglect to remedy the default shall continue for a further period of fourteen (14) days after notice in writing shall have been given to the Letting Agent by the Body Corporate specifying the default and clearly stating what has to be done by the Letting Agent to remedy the default; or

(d) is a natural person and:

(i) is insolvent;

(ii) is convicted of an indictable offence; or

(iii) is committed pursuant to any legislation relating to mental health; or

(iv) is a corporation, and an order is made or a resolution is effectively passed, for the winding up or administration of the Letting Agent pursuant to the Corporations Law (other than for the purposes of an amalgamation or reconstruction) or a receiver or manager is appointed to the Letting Agent's property or any part thereof without the prior approval of the committee of the Body Corporate as to the appointed party which shall not be unreasonably withheld provided that the proposed appointee is a respectable responsible and financially sound person capable of adequately performing and observing the duties and provisions of this Agreement

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11. COSTS

11.1 Each party shall bear their own legal fees relating to this Agreement.

11.2 All stamp duty payable on this Agreement and any duplicate thereof shall be borne and paid by the Letting Agent.

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12.1 In the event that any term or provision of this Agreement for any reason whatsoever be acknowledged by the parties hereto, or be adjudged by a Court, Body or Referee of competent jurisdiction or be held or rendered by any competent Government authority to be invalid, illegal, of no force or effect or unenforceable, such terms or provision shall be severed from the remainder of the terms and provisions of this Agreement and shall be deemed never to have been part of this Agreement and the remainder of the terms and provisions of this Agreement shall subsist and remain in full force and effect unless the basic purposes of this Agreement would thereby be defeated.

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13.1 Each of the parties hereto shall execute and procure every person as required to sign and execute all such further documents and otherwise do all such acts, matters and things as shall be necessary or desirable to give full force and effect to the provisions of this Agreement.

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(b) As an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution by that party has full authority to execute this Agreement in that capacity.

15.2 The Body Corporate warrants that it has the authority and legal capacity to enter into this Agreement.

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16.1 Each party hereby authorises the other and their respective solicitors to: -

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(b) complete and sign any documents or paper writing as is necessary to stamp or register this Agreement.

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17.1 The Letting Agent, in operating the Letting Service (as referred to in the Managed Investments provisions of the Corporations Act 2001 as amended) agrees that they must not:-

(a) Conduct a Serviced Apartment operation;

(b) Impose or attempt to impose an obligation on any Buyer or owner of a Lot in the Scheme to make their Lot available to the Letting Agent for letting to prospective tenants;

(c) Make Lots in the Scheme available for letting on an overnight or short term basis;

(d) Promote an understanding between buyers or owners of Lots in the Scheme and the Letting Agent that Lots made available to the Letting Agent for letting to prospective tenants will be let on a rotational or other basis, it being accepted that a tenant will have a right to select a Lot and may have a preference for a particular Lot;

(e) Promote any Scheme, understanding or arrangement whereby there is pooling of rental income between Lots in the Scheme; and

(f) Allow Lots in the Scheme to be let for a period of less than three (3) months.

18. OCCUPATION AUTHORITY

18.1 The Letting Agent has a right of exclusive occupation of the areas shown in the attached plans, if any, for all purposes associated with satisfaction of the Letting Agent's Duties.

18.2 The Letting Agent is responsible for all cleaning, maintenance and repairs of areas covered by this occupation authority and is entitled to reasonable access for these purposes.

Occupation Authority Plan

Area (if any) to be nominated by the Seller (acting reasonably)

SCHEDULE ONE - CARETAKER'S DUTIES

The Caretaker covenants with the Body Corporate that it will by its Nominee, employees or agents perform or procure the performance of the tasks and duties consistent with the position of Caretaker of a building containing very high quality residential apartments and without limiting the generality of that provision the Caretaker undertakes that the following particular duties will be performed:

1. To keep order in the Common Property and to take such precautions as may be necessary or desirable to safeguard the Buildings against unlawful entry or accident, but only so far as the Caretaker is reasonably able and lawfully capable.

2. To report to the Body Corporate instances involving serious breaches by owners or occupiers of the By-laws applying from time to time.

3. At the request of the Body Corporate to advise the Body Corporate concerning the performance of the duties of the Caretaker and to provide other advice which the Body Corporate shall request relative to the control management and administration of the Common Property (but not including body corporate management).

4. To maintain the Common Property including all driveways, pathways, footpaths and all facilities in a clean and tidy condition.

5. Put out and collect rubbish bins (for collection by the Local Authority) as required, keep all waste disposal areas tidy and wash and disinfect rubbish bins as necessary.

6. To supervise the car parking arrangements and to maintain all car parking areas in a clean and tidy condition.

7. To regularly water, fertilise, weed and maintain any lawns, gardens and shrubs on Common Property and any adjacent footpath and to maintain the same at a high standard.

8. To keep in its possession the master key or keys for the Lots and Common Property so far as individual Lot owners shall permit provided however that the possession of those keys shall be surrendered to no person other than a fully authorised representative of the Body Corporate or the individual Lot owner concerned but to allow a lawfully authorised person in the course of his duties free access to any part of the Buildings so authorised at all reasonable times.

9. To regularly inspect and maintain in efficient working condition fire fighting equipment and request that Fire Department inspections be made at prescribed intervals.

10. To regularly inspect and report to the Body Corporate on the efficient working order of any vehicle and pedestrian access gates and any associated equipment.

11. Clean common property windows reasonably accessible by Caretaker.

12. Where practicable, ensure that all drainage from the Buildings is clear and functioning.

13. To account promptly and faithfully to the Body Corporate or to owners or occupiers as the case may be for all its or their funds or other property (if any) coming into its hands or custody.

14. To report promptly on all things requiring repair and on all matters creating a hazard or danger and to take remedial action where practicable.

15. To carry out minor repairs and maintenance to the Common Property (limited to those repairs and maintenance not requiring the services of a skilled or licensed tradesman).

16. To ensure at all times that work carried out pursuant to external maintenance or service agreements or by other tradesmen is carried out at the scheduled times and in a good and workmanlike manner.

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17. To comply with and carry out all reasonable directions from time to time given by the Body Corporate to the Caretaker in and about the control management administration of the Buildings and the performance of the Body Corporate of its lawful obligations and duties.

18. As and when directed by the Body Corporate to attend meetings of the Body Corporate and its Committee.

19. At all times ascertain and be aware of the general condition of the Buildings and all machinery and appurtenances thereto and upon request inform the representative of the Body Corporate in respect thereof.

20. To perform such other acts and things as are reasonably necessary and proper in the discharge of its duties under this agreement.

21. To provide (at the Caretaker's cost) all equipment necessary to perform the duties set out herein including any suitable vehicle (if necessary) to transport garbage bins to and from the refuse storage area to the Council refuse collection area, mowers, whipper-snippers, garden tools, hoses and fittings but not including any pool cleaning equipment, other cleaning equipment, fuels, oils, fertilizers and other expendables which are at the cost of the Body Corporate.

22. To be on site at all reasonable times as necessary to fulfil the duties detailed in this Agreement and when not on site to be contactable by phone between the hours of 9.00am to 5.00pm Monday to Friday and 9.00am to 12.00 noon on Saturdays (excluding public holidays).

23. The specific duties detailed in Schedule Two.

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SCHEDULE TWO
CARETAKERS SPECIFIC DUTIES
(To be completed at the Caretaker's cost)

A. DAILY DUTIES

The Caretaker must carry out the following Common Property cleaning and ground maintenance on a daily basis:-

Grounds

1. clear all driveways, walkways, and pathways of leaves and rubbish;
2. empty Common Property rubbish bins;
3. water as required plants, shrubs, gardens and planter boxes (in accordance with Brisbane City Council water restriction levels).

Footpaths and Access

1. sweep area clean, remove all rubbish.

Car Parks

1. check all car park areas, pick up any rubbish, empty all rubbish bins;

Garbage Bin Area

1. check garbage bin area for cleanliness and sweep area clean and remove all rubbish as necessary;
2. place wheelie bins or industrial bins at collection points for Council collection;
3. sweep out garbage bin area – hose/mop with detergent as necessary; and
4. after garbage collection by Council replace bins in garbage bin area.

Pool

1. vacuum pool and clean skimmer baskets;
2. remove all floating and suspended matter from pool with skimmer nets;
3. empty filter baskets in filter/plant room;
4. check pool for chlorine and pH levels and keep a log book of records;
5. check that automatic chlorinators are working correctly (report when chlorine switch is low).

Foyers/Recreation Room and Toilets

1. sweep/vacuum area clean and remove all rubbish as necessary;
2. wipe clean, align and check equipment and report any damage or missing;
3. sweep, mop and otherwise clean toilets as necessary;
4. check and replace toilet consumables.

Barbeque Area (if any):-

1. sweep area clean and empty all rubbish bins;
2. wipe clean all outdoor furniture (if any) and report any damage or missing;
3. clean all fat/greases from barbeque plates and facings;
4. check gas bottle for stock – reserve bottle to be full at all times (if applicable);
5. report any malfunction/damage.

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B. WEEKLY DUTIES

The Manager must carry out the following cleaning and ground maintenance on a weekly basis:-

Grounds

1. sweep all driveways, walkways and pathways;
2. cut grass and trim edges on all common areas and all footpaths adjoining common areas. All clippings are to be mulched and spread on garden beds unless otherwise directed by the Committee;
3. weed lawns and gardens and prune as necessary;
4. report any repairs/replacement requirements.

Car Parks

1. check all car park areas and clean out as necessary.

Fire Safety

1. check fire hoses in accordance with the requirements specified in Australian Fire Safety Regulations.

Pool

1. clean and replace pool filter pads (as necessary);
2. replace filter powder (as necessary);
3. check pumps and motors for serviceability and report any damage or malfunction;
4. clean out plant rooms and leave in neat and tidy condition.

C. TWICE ANNUALLY

Grounds

1. Attend to planting, pruning or other works as reasonably directed by the Body Corporate.

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Occupation Authority Plan

Area (if any) to be nominated by the Seller (acting reasonably)