

**CARETAKING  
ENGAGEMENT “VILLAS  
ON CENTRAL”**

**BETWEEN**

**BODY CORPORATE FOR VILLAS ON CENTRAL COMMUNITY TITLE SCHEME  
54849**

**AND**

**GPM GC PTY LTD ACN 647 501 568 AND LARS LOFGREN ATF LARS AND LIZA  
LOFGREN ASSET TRUST**



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# Caretaking Agreement

THIS AGREEMENT made the 22 day of December 2021

**BETWEEN:** BODY CORPORATE FOR VILLAS ON CENTRAL COMMUNITY TITLE SCHEME 54849 of c/- ERNST BODY CORPORATE MANAGEMENT PTY LTD ACN 010 207 784, LEVEL 21, 50 CAVILL AVENUE, SURFERS PARADISE QLD 4217  
(*Body Corporate*)

**AND:** GPM GC PTY LTD ACN 647 501 568 AND LARS LOFGREN ATF LARS AND LIZA LOFGREN ASSET TRUST of c/- BELL LEGAL GROUP, 91 UPTON STREET, BUNDALL QLD 4217  
(*Caretaker*)

## BACKGROUND:

- A. The Body Corporate has resolved to engage the Caretaker to perform the Caretaker's Duties.
- B. The Caretaker has agreed to care for the Property subject to the terms of this Deed.
- C. The parties have agreed to enter into this Deed to record the arrangements between them.

## IT IS AGREED:

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

Unless the context otherwise requires:

- (a) "**Act**" means the *Body Corporate and Community Management Act 1997*;
- (b) "**Body Corporate Assets**" means the body corporate assets of the Scheme except those which the Body Corporate has, other than by virtue of this Deed, obligated or agreed with another person to maintain: for example under an exclusive use by-law or lease;
- (c) "**Business Day**" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (d) "**By-laws**" means the by-laws of the Scheme within the meaning of the Act;

- (e) "Caretaker's Duties" are defined in clause 3.1;
- (f) "Caretaker's Representative" means a representative of the Caretaker who is:
  - (i) a natural person;
  - (ii) associated with the Caretaker; and
  - (iii) approved in writing by the Body Corporate;
- (g) "CPI" means the Consumer Price Index for Brisbane (all groups) published by the Australian Bureau of Statistics. If the CPI no longer exists at the relevant time, then it means an index that the President of the Queensland Law Society Inc., or his nominee, decides reflects the changes in the cost of living in Brisbane;
- (h) "Commencement Date" means 18 December 2021 ~~*[Note: the actual commencement date will not be known until the Scheme is established and the Body Corporate resolves to enter into this agreement. However it is estimated that the commencement date will be within approximately 14 days of the date the Scheme is established].*~~
- (i) "Committee" means either:
  - (i) the committee of the Body Corporate as provided in the Module; or
  - (ii) if a body corporate manager has been appointed to carry out the committees functions, then that body corporate manager;
- (j) "Common Property" means the common property of the Scheme excluding the exterior of Lots and common property which the Body Corporate has, other than by virtue of this Deed, obligated or agreed with another person to maintain: for example under an exclusive use by-law or lease;
- (k) "Completion Date" means the earlier of:-
  - (i) the date registration of the Building Format Plan and recording of the Community Title Scheme for the last of the proposed 37 Lots in the Scheme has occurred in the Department of Natural Resources, Mines and Energy (Queensland Titles Office); and
  - (ii) that date which is eighteen (18) months after the Commencement Date.
- (l) "Consumables" means consumables reasonably necessary for the discharge of the Caretaker's Duties;
- (m) "Deed" means this document, including any schedule or annexure to it;

- (n) "**Deed of Extension**" means a deed which records an extension of the Termination Date of this Deed;
- (o) "**Extension Notice**" means a notice given by the Caretaker to the Body Corporate under this Deed to extend the Termination Date;
- (p) "**GST**" means a goods and services tax imposed under the GST Law;
- (q) "**GST Adjustment**" means the difference between the GST Liability payable by the Caretaker from the GST Review Date and the GST Liability payable by the Caretaker from:
  - (i) 1 July, 2021; or
  - (ii) if there has been a previous GST Review Date, the immediately preceding GST Review Date;
- (r) "**GST Law**" means A New Tax System (Goods and Services Tax) Act 1999 and related law;
- (s) "**GST Liability**" means the amount of GST payable by the Caretaker on the taxable supply of its services under this Deed;
- (t) "**GST Review Date**" means any date on which the rate of GST on the taxable supply by the Caretaker of its services under this Deed is changed;
- (u) "**General Duties**" are described in Schedule 1;
- (v) "**Index Number**" means the consumer price index (All Group) for Brisbane (CPI) published from time to time by the Australian Statistician or his successor. If there is any suspension or discontinuance of the CPI or its method of calculation is substantially altered, then the Index Number shall be determined by the president for the time being of the Queensland Law Society Incorporated whose decision shall be final, binding and conclusive upon both the Body Corporate and the Caretaker.
- (w) "**Letting Authorisation**" means a letting authorisation deed between the Caretaker, as letting agent, and the Body Corporate dated or intended to be dated the same date as this Deed;
- (x) "**Lot(s)**" means a lot or lots in the Scheme;
- (y) "**Module**" means the Body Corporate and Community Management (Accommodation Module) Regulation 1997;

- (z) "**Original Owner**" means Minots Ledge Light Pty Ltd ACN 615 449 066, its successors and assigns;
- (aa) "**Property**" means the Common Property and the Body Corporate Assets;
- (bb) "**Scheme**" means Villas on Central Community Titles Scheme No. \_\_\_\_\_;
- (cc) "**Routine**" is described in Schedule 2;
- (dd) "**Taxable Supply**" has the meaning given to that term in the GST Law;
- (ee) "**Term**" means the term of this Deed as stated in clause 2.2; and
- (ff) "**Termination Date**" means the date which is ten (10) years from the Commencement Date being 17 December 2031.

## 1.2 Interpretation

- (a) Reference to:
- (b) one gender includes the others;
- (c) the singular includes the plural and the plural includes the singular;
- (d) any thing includes the whole and each part of it separately;
- (e) a person includes a body corporate;
- (f) a party includes the party's executors, administrators, successors and permitted assigns; and
- (g) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
  - (h) that Statutory Provision as amended or re-enacted from time to time; and
  - (i) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (j) "Including" and similar expressions are not words of limitation.
- (k) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (l) Headings are for convenience only and do not form part of this Deed or affect its interpretation.

- (m) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (n) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (o) Words and phrases defined in the Act or the Module have the same meaning in this Deed unless either:
  - (p) the context of this Deed does not permit; or
  - (q) they are defined otherwise in this Deed.

## **2. APPOINTMENT**

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### **2.1 Engagement**

The Body Corporate engages the Caretaker to care for the Property under this Deed and the Caretaker accepts that engagement. The Caretakers engagement is as an independent contractor, and not as an employee or agent of the Body Corporate.

### **2.2 Term**

The engagement is for ten (10) years starting on the Commencement Date and finishing on the Termination Date.

### **2.3 First Extension**

- (a) The Caretaker may extend the Termination Date for a further five (5) years from 18 December 2031 until 17 December 2036 by giving an Extension Notice to the Body Corporate, provided that:
  - (i) at the time of giving the notice, the Caretaker is not in material breach of this Deed such that the Body Corporate is entitled to terminate this Deed; and
  - (ii) the Extension Notice is not given earlier than six (6) months before the date which is five (5) years from the Commencement Date being 18 December 2021.
- (b) The Termination Date is amended upon the Body Corporate's receipt of the Extension Notice.

- (c) The Body Corporate must promptly, if requested by the Caretaker, enter into and execute a Deed of Extension to record the extension of the Termination Date under this clause 2.3.
- (d) The Caretaker must pay the costs of the Body Corporate of, and in relation to, the Deed of Extension.

#### **2.4 Second Extension**

- (a) The Caretaker may extend the Termination Date for a further five (5) years from 18 December 2036 until 17 December 2041 by giving an Extension Notice to the Body Corporate, provided that:
  - (i) at the time of giving the notice, the Caretaker is not in material breach of this Deed such that the Body Corporate is entitled to terminate this Deed; and
  - (ii) the Extension Notice is not given earlier than six (6) months before 18 December 2036 .
- (b) The Termination Date is amended upon the Body Corporate's receipt of the Extension Notice.
- (c) The Body Corporate must promptly, if requested by the Caretaker, enter into and execute a Deed of Extension to record the extension of the Termination Date under this clause 2.4.
- (d) The Caretaker must pay the costs of the Body Corporate of, and in relation to, the Deed of Extension.

#### **2.5 Third Extension**

- (a) The Caretaker may extend the Termination Date for a further five (5) years from 18 December 2041 until 17 December 2046 by giving an Extension Notice to the Body Corporate, provided that:
  - (i) at the time of giving the notice, the Caretaker is not in material breach of this Deed such that the Body Corporate is entitled to terminate this Deed ; and
  - (ii) the Extension Notice is not given earlier than six (6) months before 18 December 2041.
- (b) The Termination Date is amended upon the Body Corporate's receipt of the Extension Notice.

- (c) The Body Corporate must promptly, if requested by the Caretaker, enter into and execute a Deed of Extension to record the extension of the Termination Date under this clause 2.5.
- (d) The Caretaker must pay the costs of the Body Corporate of, and in relation to, the Deed of Extension.

### 3. **CARETAKER**

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#### 3.1 **Caretaking Duties**

The Caretaker must perform the following duties ("**Caretaker's Duties**"):

- (a) the General Duties; and
- (b) the Routine.

#### 3.2 **Scope of Caretakers Duties**

The General Duties and the Routine are cumulative and are not intended to limit, or to be interpreted as limiting, each other.

#### 3.3 **Performance of Duties**

- (a) The Caretaker may perform the Caretaker's Duties either personally or by paying for and supervising other contractors, employees or agents.
- (b) Whether the Caretaker performs the Caretaker's Duties personally or through a contractor, employee or agent, the Caretaker is liable for the performance of the Caretaker's Duties.
- (c) The Caretaker or the Caretaker's Representative must be contactable at all times by a telephone number, if absent from the Scheme.

#### 3.4 **Compliance with Laws and By-laws**

In addition to performing the Caretaker's Duties, the Caretaker must:

- (a) monitor compliance with the by-laws of the Body Corporate;
- (b) advise the Body Corporate of any serious or persistent breaches of the by-laws;
- (c) comply with all by-laws, laws and regulations in performing the Caretaker's Duties; and
- (d) assist the Body Corporate to comply with its obligations under any law or regulation.

### 3.5 **Attendance at Meetings**

The Caretaker:

- (a) may attend all meetings of the Body Corporate and the Committee; and
- (b) must attend meetings of the Body Corporate and the Committee when requested.

### 3.6 **Outlays**

The Caretaker may spend up to \$500.00 in any month on behalf of the Body Corporate for Consumables, without reference to the Body Corporate. Any greater expenditure must be approved by the Body Corporate before it is incurred.

### 3.7 **Annual Leave**

- (a) The Caretaker, or if the Caretaker is not a natural person, the Caretakers Representative may take four (4) weeks leave in each year of the Term if:
  - (i) the Body Corporate is given reasonable notice; and
  - (ii) there is a replacement caretaker during the period of the leave who is approved by the Committee as being a person suitable to carry out the Caretaker's Duties.
- (b) The Caretaker:
  - (i) must employ the replacement caretaker under this clause at its sole cost; and
  - (ii) is liable for the performance of the Caretaker's Duties by the replacement caretaker.

## 4. **BODY CORPORATE**

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### 4.1 **Body Corporate's Nominee**

The Committee may nominate one of its members or another representative of the Body Corporate to give instructions to and communicate with the Caretaker on behalf of the Body Corporate. If such a person is nominated, then the Caretaker must communicate with and act on the instructions of, that person.

### 4.2 **Notice of Meetings**

The Body Corporate must notify the Caretaker of all Body Corporate and Committee meetings when called.

#### 4.3 **Consumables, Materials and Equipment**

- (a) The Body Corporate must at its cost provide all Consumables.
- (b) The Caretaker must at its cost provide, maintain and replace as required, the plant, materials or equipment required to perform the Caretaker's Duties except for the Consumables.

#### 4.4 **Reimbursement**

The Body Corporate must reimburse the Caretaker for any outlays properly made by the Caretaker on behalf of the Body Corporate, within fourteen (14) days of receiving both a request for payment and copies of proof of payment, for example invoices and receipts, from the Caretaker.

#### 4.5 **Business Name**

- (a) From the Commencement Date until the expiry, or earlier termination of this Deed, the Body Corporate consents to the Caretaker:
  - (i) registering a business name; and/or
  - (ii) having a company name, that incorporates all or part of the name of the Scheme.
- (b) At expiry, or earlier termination of this Deed, the Caretaker must immediately cease use of or change, as the case may be any:
  - (i) registered business name; or
  - (ii) company name; that incorporates all or part of the name of the Scheme.

### 5. **CARETAKER'S FEE**

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#### 5.1 **Fee Payable as Staging Completes**

- (a) The Caretaker's Fee is \$1,075.00 (plus GST) per registered Lot per annum payable calendar monthly in arrears ("**Caretaker's Fee**").
- (b) The Body Corporate must commence to pay the Caretaker's Fee to the Caretaker commencing on the date which is one (1) month after the Commencement Date.
- (c) The Body Corporate and Caretaker acknowledge and agree that:-

- (i) The Scheme is intended to be developed progressively in four (4) stages and the Caretaker's Fee shall be proportionately increased to account for the additional Lots, from the next monthly payment due following the recording of the community management statement that includes the additional Lots.

*For example, if on establishment of the Scheme, there are 8 Lots, the monthly payment of the Caretaker's Fee will be \$716.66 (plus GST) ((8 Lots x \$1,075) / 12). If the Scheme is changed by the addition of 9 Lots during month 4, the monthly payment of the Caretaker's Fee will be \$1,522.92 (plus GST) ((17 Lots x \$1,075) / 12) for the monthly payment at the end of month 4.*

- (ii) The first increase of the Caretakers Fee under clause 5.2 must not occur until that date which is the next anniversary of the Commencement Date after the Completion Date. For the purposes of calculating the Caretaker's Fee for any subsequent year, the Caretaker's Fee for the earlier year shall be treated as if it was "grossed up" to include all of the Lots in the 4 stages, for the whole of that year.

## 5.2 Annual Reviews

Subject to clauses 5.1 and 5.3, on each anniversary of the Commencement Date ("Review Date"), the Caretaker's Fee will be reviewed. The reviewed Caretaker's Fee will be the Caretaker's Fee payable for the 12 month period immediately preceding the Review Date multiplied by:

- (a) a fraction obtained by dividing the Index Number last published immediately prior to the Review Date, by the Index Number published immediately prior to the date which is 12 months prior to the Review Date; or

- (b) the fraction of 103/100,

whichever is the greater.

## 5.3 Market Review

- (a) Every 5<sup>th</sup> annual anniversary of the Commencement Date the Caretakers Fee is increased to either an amount agreed by the Caretaker and the Body Corporate, or if no agreement can be reached by the relevant 5<sup>th</sup> annual anniversary ("Relevant Anniversary"), then the amount determined by an expert nominated for that purpose

by the President of the Australian Resident Accommodation Managers Association (ARAMA) at the request of either the Body Corporate or the Caretaker.

- (b) If an expert is appointed under clause 5.3(a):
  - (i) the expert must make a determination of the Caretaker's Fee as at the Relevant Anniversary acting as an expert and not as an arbitrator;
  - (ii) the expert may not determine the Caretaker's Fee as any amount less than the then current Caretaker's Fee;
  - (iii) the expert must make a written determination containing reasons within 30 days of his appointment;
  - (iv) the expert's determination is final and binding on the Body Corporate and the Caretaker once delivered; and
  - (v) the Body Corporate and the Caretaker must pay the expert's costs in equal shares. To facilitate prompt payment of the expert either party may pay all of the experts costs and recover one half of the amount paid from the other party.
- (c) Until either agreement upon, or determination of, the Caretaker's Fee under this clause, the Body Corporate must pay the Caretaker's Fee at the same rate paid to the Caretaker under this Deed immediately prior to the Relevant Anniversary. Once agreement has been reached, or a determination made, then the Body Corporate must commence payment of the new Caretakers Fee, along with any shortfall from the Relevant Anniversary until the date of the first payment of the new Caretaker's Fee.
- (d) The Body Corporate and the Caretaker must, at their own expense, promptly do all further reasonable acts and things as are necessary, as requested by one to the other, to authorise, record and document an increase of the Caretaker's Fee under this clause, including without limitation:
  - (i) the calling, conduct and passing of resolutions at:
    - (A) meetings of the Committee; and
    - (B) general meetings of the Body Corporate; and
  - (ii) the preparation and execution of any deed, or other document, recording the increase in the Caretaker's Fee.

#### 5.4 **Goods and Services Tax**

- (a) The Caretaker acknowledges that the Caretaker's Fee specified in this clause excludes GST.
- (b) If a party makes a taxable supply to another party pursuant to or under this Deed, the other party must pay to the first party, at the same time as it provides the GST exclusive consideration for that taxable supply, an amount equal to the GST chargeable in respect of the taxable supply, but only if it is provided with a valid tax invoice.

### 6. **TRANSFER**

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#### 6.1 **Consent**

The Caretaker's interest in this Deed may only be transferred with the Body Corporate's consent (which may not be unreasonably withheld).

#### 6.2 **Criteria**

In deciding whether to approve a proposed transfer, the Body Corporate may consider the following:

- (a) the competence, qualifications, experience and character of the proposed transferee or of any entity associated with it;
- (b) the financial competence of the proposed transferee;
- (c) the terms of the proposed transfer;
- (d) any other matters permitted under the Act, or the Module.

#### 6.3 **Time Limit**

The Body Corporate must decide whether to approve the proposed transfer within 30 days after receiving all information reasonably necessary for it to consider the proposal.

#### 6.4 **Conditions**

The approval may be given on reasonable conditions.

#### 6.5 **Costs**

The Caretaker must pay the Body Corporate's reasonable legal costs in connection with a proposed transfer even if approval is not given.

## 6.6 Deemed Transfer

If the Caretaker is an entity other than a natural person, then the transfer or assignment of a controlling interest in the Caretaker, for example in the case of a company the transfer of more than 50% of the issued capital or of the voting rights in the company, or any change in the effective control of the Caretaker is deemed to be an assignment of the Caretaker's interest in this Deed and requires the prior written consent of the Body Corporate in accordance with this clause 6.

## 6.7 Original Owner

If the Original Owner or a related entity of the Original Owner is the Caretaker, in so far as it is lawful:-

- (a) Clauses 3.7, 4.1 and 6.6 do not apply;
- (b) If the Caretaker assigns, transfers or novates its interest under this Agreement it:-
  - (i) Need only obtain a Deed of Covenant, in favour of the Body Corporate from the assignee, transferee or person to whom its interest has been novated agreeing to be bound by the Caretaker's obligations under this Deed; and
  - (ii) Is released from all obligations under this Deed arising as and from the date of assignment, transfer or novation.
- (c) The Body Corporate agrees not to impose a transfer fee on the assignment of this Agreement.

## 7. DISPUTES

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### 7.1 Notice of Dispute

A party may give the other a notice ("**Dispute Notice**") setting out:

- (a) what that party considers is in dispute; and
- (b) what that party requires to be done to resolve the dispute and the grounds it has for those requirements.

### 7.2 Dispute Resolution Process

If the dispute is not resolved within 14 days of delivery of the Dispute Notice, the parties agree that the dispute will be dealt with in accordance with Chapter 6 of the Act.

### 7.3 **Negotiations Without Prejudice**

Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in any subsequent proceedings.

### 7.4 **Continued Performance**

During the dispute resolution process the parties must continue to perform their obligations under this Deed.

## 8. **TERMINATION**

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### 8.1 **This Deed**

The Body Corporate may terminate this Deed if the Caretaker, or as the context permits the Caretaker's Representative:

- (a) ceases to hold any licence required by law for the performance of the Caretaker's Duties;
- (b) continues to fail to properly carry out its obligations under this Deed for twenty-one (21) days after notice from the Body Corporate requiring it to do so, including for example as notified in a Dispute Notice;
- (c) transfers or purports to transfer its interest in this Deed without the Body Corporate's consent;
- (d) is convicted of an indictable offence involving fraud, dishonesty or assault;
- (e) if a natural person, becomes bankrupt;
- (f) if a company, is liquidated or is subject to the appointment of a provisional liquidator or an
- (g) administrator is appointed;
- (h) is subject to the appointment of a receiver of its assets.

### 8.2 **Letting Authorisation**

Any breach of the terms of the Letting Authorisation entitling the Body Corporate to terminate that deed will constitute a breach of the terms of this Deed entitling the Body Corporate to terminate this Deed.

### 8.3 **Financier**

If a financier of the Caretaker acts in place of the Caretaker or a Controller as defined in the Corporations Act 2001 is appointed by that financier to the Caretaker in respect of this Agreement, the Body Corporate agrees with the Caretaker that its rights to terminate this Agreement are limited to those set out in the Act and the Module (for example section 145 of the Act and sections 128 and 129 of the Module) subject to the Body Corporate complying with section 126 of the Act.

## 9. **PARTIES**

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- (a) If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

## 10. **COSTS AND DUTY**

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### 10.1 **General**

The Caretaker must pay the Body Corporate's reasonable costs and expenses connected with the negotiation, preparation, signing and stamping of this Deed.

### 10.2 **Duty**

The Caretaker must pay all stamp duty assessed on this Deed when due, or earlier if requested in writing by the Body Corporate.

## 11. **TRUSTEES**

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### 11.1 **Trustee**

Any party to this Deed who enters into it as a trustee:

- (a) agrees to be bound in both its capacity as trustee and personally;
- (b) warrants that it has the legal authority to execute this deed and be bound both as trustee and personally; and
- (c) warrants that it has taken all steps necessary to entitle it to be indemnified from the assets of the trust against any liability undertaken under this Contract;

- (d) indemnifies each other party against any loss suffered by reason of any breach of warranty in this clause.

#### 11.2 **Trust Deed**

Any party to this Deed who is a trustee must produce to the Body Corporate the original stamped trust deed (or a photocopy certified by an accountant or solicitor) within 14 days of written request by the Body Corporate.

### 12. **SEVERABILITY**

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If anything in this Deed is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force.

### 13. **ENTIRE UNDERSTANDING**

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- (a) This Deed:
  - (i) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed; and
  - (ii) supersedes any prior agreement or understanding between the parties on anything connected with that subject matter.
- (b) Each party has entered into this Deed without relying on any representation by any other party or any person purporting to represent that party.

### 14. **VARIATION**

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

### 15. **WAIVER**

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- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.

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

## 16. NOTICES

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### 16.1 Method

A notice or other communication ("**Notice**") connected with this Deed has no legal effect unless it is in writing and:

- (a) delivered by hand at the address of the addressee set out in this Deed or subsequently notified;
- (b) sent by post, postage prepaid, to that address; or
- (c) sent by facsimile to the facsimile number of the addressee;
- (d) sent to the email address of the other party.

### 16.2 Effective

A Notice is deemed given and received:

- (a) if delivered, upon delivery;
- (b) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
- (c) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (d) if sent by email at the time it is sent except where the sender's email receives a system generated report within 24 hours after dispatching the notice indicating that the notice may not have been received by the intended recipient.

### 16.3 Facsimile Error

Despite clause 16.2(c) a facsimile is not deemed given or received unless at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages comprised in the Notice have been sent.

## 17. GOVERNING LAW AND JURISDICTION

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- (a) The law of Queensland governs this Deed.

- (b) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

## **SCHEDULE 1 - GENERAL DUTIES**

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### **1. General**

- (a) Keep the Property clean and tidy.
- (b) Perform routine minor repairs and maintenance necessary to keep the Property in good order.
- (c) Arrange and supervise (but not pay for) repairs and maintenance which:
  - (i) are the subject of specific maintenance agreements entered by the Body Corporate; or
  - (ii) need to be performed by licensed or skilled tradesmen.
- (d) Obtain quotes for materials and services, as instructed by the Body Corporate.

### **2. Other Services**

If requested by the Body Corporate, engage (but not pay for) contractors to provide other services to the Body Corporate.

### **3. Gardens**

- (a) Whenever necessary and no less frequently than specified in the Routine:
  - (i) Mow all lawns on the Common Property and forming part of the nature strip adjoining the boundaries of the Scheme;
  - (ii) trim all edges;
  - (iii) maintain the lawns and gardens on the Common Property including (without limitation):
    - (A) watering (when restrictions do not apply) any lawns and gardens not covered by any sprinklers/watering system installed on the Common Property; and
    - (B) fertilising, weeding, top dressing, pruning and mulching.
- (b) Regularly inspect and, if necessary, arrange the repair all watering systems installed on the Common Property.
- (c) Remove garden rubbish to a collection point where it can be removed by an external contractor.

4. **Drains and Gutters**  
Keep the Common Property drains and guttering clear including the guttering of buildings in the Scheme.
5. **Carparks and Vehicle Wash Bay**  
Supervise the car parking arrangements on the Common Property and keep the car parking areas, and any vehicle wash bay in a clean and tidy condition.
6. **Security Gates (only if applicable)**  
Open and close the security gates at the opening and closing times specified by the Committee. Regularly inspect the security gates to ensure the gates operate correctly and immediately report any damage to the Committee.
7. **Fire Systems**  
Regularly inspect the fire fighting equipment, systems and hydrants in the Scheme building and immediately report any damage to the Committee.
8. **Fire Safety Inspections**  
Arrange for a fire safety officer of any relevant organisation or government department to regularly inspect the fire fighting equipment, systems and hydrants in the Scheme to ensure that such equipment complies with the relevant laws and standards at all times.
9. **Sewerage Transfer Equipment (if any)**  
Regularly inspect the sewerage transfer pumping equipment and systems in the Scheme and immediately report any damage to the Committee.
10. **Insurance**  
Maintain public liability insurance in respect of the reasonable risks associated with the performance of the Caretaker's Duties, and other activities under this Deed, at all times.
11. **Record and Report**  
Record and report regularly and otherwise on request to the Committee all incidents, accidents, injuries, fire alarms, building evacuations, burglaries, storms, owners or occupiers complaints, service contractor visits etc and/or any other matters that are important or essential for recording and reporting to the Body Corporate, as determined in the sole discretion of the Committee, acting reasonably.
12. **Security Systems (if any)**  
Arrange for the security service provider to regularly inspect and maintain the security system (if any) to ensure such equipment functions properly at all times.

13. **Common Property Log Book**

- (a) Maintain a log book of all problems (faults, defects etc) arising with the Property and whether discovered by the Caretaker or reported to the Caretaker by third parties. Record in the log book the date, brief description of the problem, location and action taken to correct the problem.
- (b) Record in the log book details of all contractors who perform work directly for the Body Corporate and ensure that each representative of a contractor signs the log book before starting any work to the Property and again when that contractor completes the work.
- (c) Promptly provide the log book or any requested extract to the Body Corporate, so that it may refer to the log book for the purposes of authorising payment for work performed by contractors.

14. **Knowledge of Property and Utility Services**

- (a) The Caretaker must at all times be familiar with:-
- (b) the layout of the Scheme;
- (c) the location and functioning of the utility services and the Property;
- (d) the terms of any maintenance contracts;
- (e) the matters that must be fulfilled to comply with the fire safety approval for the Scheme and the fire safety regulations;
- (f) the security devices and systems used in the Property; and
- (g) any sewerage transfer pumping equipment and systems.

## SCHEDULE 2 - ROUTINE

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DAILY ROUTINE	WORK DESCRIPTION
<b>Cleaning and Grounds Maintenance</b>	
Footpaths and Access Roads	Blow clean areas and remove all rubbish, papers etc.
Car Parks	Check car park area and any vehicle wash bay area, pick up any rubbish.
Vehicle Wash Bay Area (if any)	Visually check that water levels in sumps are not above pump-activation level and rectify as necessary.
Garbage Bin Areas	Ensure the garbage bins/skips have lids elevated and place any loose garbage in garbage bins/skips.  On garbage collection days, place garbage bins/skips in street (if necessary for collection purposes), and return empty bins/skips to storage area immediately after collection.  Clean area and place any accumulated garbage in bins/skips when replacing them.

WEEKLY ROUTINE	WORK DESCRIPTION
<b>Cleaning and Ground Maintenance</b>	
Gardens and grounds	Blow clean all pathways and hose clean (if required).  Hose clean and scrub as necessary all outdoor furniture (if any).  Weed all garden beds as necessary.
Vehicle Wash Bay Area (if any)	Log condition of sump areas and operation of sump pumps.  Degrease.
Footpath / Access Ways	Blow or hose down footpath and access areas.
Garbage Bin Areas	Check garbage bins/skips storage areas and disinfect as necessary.

**MONTHLY ROUTINE****WORK DESCRIPTION****Cleaning and Grounds Maintenance**

Gardens and grounds	Trim hedges and shrubbery as necessary (seasonally). Fertilise, mulch, spray for insects/pests/blight (seasonally). Treat lawn for eradication of bindi, clover etc, and replace sections of turf as necessary. Aerate gardens and lawn grass as necessary.
Vehicle Wash Bay Area (if any)	Degrease.  Log condition of sump areas and operation of sump pumps.
Garbage Bin Areas	Clean and disinfect garbage bins/skips.

**QUARTERLY ROUTINE****WORK DESCRIPTION****Cleaning and Ground Maintenance**

Gardens and grounds	Check functioning of automatic sprinkler system (if any)
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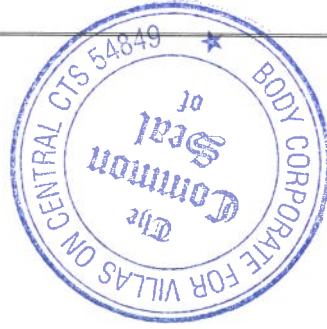
**Technology Systems**

Security Systems (if any)	Check that the security systems are functioning correctly. Arrange for the security service provider to regularly inspect and maintain the security system to ensure such equipment functions properly at all times.
Fire Systems	Check that the fire systems are functioning correctly. Arrange for the fire service provider to regularly inspect and maintain the fire system to ensure such equipment functions properly at all times.
Sewerage Pumping Equipment (if any)	Check that the sewerage pumping equipment and system is functioning correctly. Arrange for the sewerage pumping equipment service provider to regularly inspect and maintain the equipment to ensure such equipment functions properly at all times.



**EXECUTION**

Executed as an Agreement



THE COMMON SEAL of the Body )  
Corporate was affixed in the presence of: )

*K. Hollingsworth*

Committee Member (Chairman)

Committee Member (Secretary)

*KIMBERLEY HOLLINGSWORTH*

Print Name

Print Name

EXECUTED by GPM GC PTY LTD )  
ACN 647 501 568 )  
on *21* / *12* / 2021 )  
in accordance with Section 127 of the )  
*Corporations Act 2001 (Cth)* )

Director/Secretary

*Lars Lofgren*

(Print full name of Office Holder)

Director

(Print full name of Office Holder)

EXECUTED by LARS LOFGREN ATF )  
LARS AND LIZA LOFGREN ASSET TRUST )

*[Signature]*

Signatory

(Signature of Witness)

*Thomas James Trembath*  
Solicitor - Queensland

(Print full name of Witness)

*5/140 Bandall Rd, Bandall QLD*

(Address of Witness)