

Caretaking agreement

The Proprietors 'DUHIG' BUP 106965

The Proprietors 'DUHIG' BUP 106965

(Body Corporate)

Plan B Qld Pty Ltd ABN 34 114 818 665

(Caretaker)

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Caretaking Agreement

The Proprietors 'DUHIG' BUP 106965

Date / /2012

Parties

The Proprietors 'DUHIG' BUP 106965
Body Corporate 41 Gotha Street, Fortitude Valley, Brisbane, Queensland 4000

PLAN B QLD PTY LTD ABN 34 114 818 665
Caretaker Unit C37, 41 Gotha Street, Fortitude Valley, Brisbane, Queensland 4006

Background

A. The MUD Act imposes on the Body Corporate a responsibility to control, manage and administer the Community Property for Cathedral Place. Section 176 of the MUD Act also permits the Body Corporate to enter into contracts for the supply of services to parcels within Cathedral Place.

B. The Caretaker has agreed to accept the appointment upon the terms set out in this document.

The parties agree as follows

1. Definitions

1.1 Definitions in this document

In this document, the following words have the corresponding meanings:

Word	Definition
Additional Fee	means \$45.00 plus GST per hour, or part of an hour, and as varied from time to time by this document in respect of time spent attending to Additional Work or a fee as otherwise agreed to by the Body Corporate.
Additional Work	means work which is outside the scope of the Caretaker's Duties but which is reasonably consistent with the terms of this document and which the Caretaker has been requested to do by the Body Corporate.
BCCM Act	means the <i>Body Corporate and Community Management Act 1997</i> (Qld).
BUGT Act	means the <i>Building Units and Group Titles Act 1980</i> (Qld).
By-laws	means the Body Corporate by-laws.
Caretaker's Duties	means the duties and responsibilities set out in Schedule 2.
Cathedral Place	means the land contained in the Community Plan.
Commencement date	means the date in clause 2.1 of this document.
Committee	means the committee of the Body Corporate constituted under the BUGT Act.
Common Property	means the Community Property (as defined in the MUD Act) for Cathedral Place and the common property for the Residential Subsidiary Bodies Corporate (as defined in the Building Units and Group Titles Act).
Community Plan	means Mixed Community Plan No 106902 for "Cathedral Place".
GST	means the goods and services tax imposed by the GST Law together with any related interest, penalties, fines or other charge.

Word	Definition
GST Amount	means any payment (or the relevant part of that payment) multiplied by the appropriate rate of GST (currently 10%).
GST Law	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) or if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under such Act.
Input Tax Credit	has the meaning given to that term under the GST Law.
Lot	means a registered lot as that term is defined in the MUD Act.
MUD Act	means the <i>Mixed Use Development Act 1993</i> (Qld).
Obligation	means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.
Payment	means any amount payable under or in connection with this document including any amount payable by way of indemnity, reimbursement or otherwise and includes the provision of any non-monetary consideration.
Representative	means the person appointed by the Committee from time to time pursuant to clause 10 or if no such person then the Chairperson of the Committee.
Residential Subsidiary Bodies Corporate	means: <ul style="list-style-type: none"> a) The Proprietors "Notre Dame" BUP 106912; b) The Proprietors "Duhig" BUP 106965; c) The Proprietors "Oxford & Cambridge" BUP 106905; d) The Proprietors "Kensington & Sandringham" BUP 106966; and e) The Proprietors "Canterbury & Westminster" BUP 106911.
Tax Invoice	has the meaning given to that term under the GST Law.

Term

means the period of time during which this document is in force, including any renewal or extension.

2. Appointment of Caretaker

2.1 Appointment

The Body Corporate appoints the Caretaker as the caretaker of Cathedral Place to perform the Caretaker's Duties. This document commences on the date the Body Corporate resolved to enter this document, namely 1 September 2012 (**Commencement Date**) and continues for a term of three (3) years from that date (**Initial Term**).

2.2 Acceptance

The Caretaker accepts the appointment in clause 2.1 subject to the provisions of this document.

2.3 Caretaker not Body Corporate Manager

The Caretaker is not appointed as Body Corporate Manager. Accordingly, the Caretaker is not obliged to perform works or provide services normally carried out by a Body Corporate Manager.

2.4 Right to deal with

The Caretaker hereby authorised by the Body Corporate to evict or deal with any person creating a nuisance or annoyance on the Common Property or committing any breach of the By-laws to the same extent as that exercisable by the Body Corporate itself.

2.5 Caretaker's conduct

The Caretaker agrees to apply the code of conduct as applies to caretakers under the *Code of Conduct for Body Corporate Managers and Caretaking Service Contractors* being Schedule 2 of the *Body Corporate and Community Management Act 1997*.

3. Remuneration

3.1 Caretaker's Duties

In consideration of the due and punctual performance by the Caretaker of the Caretaker's Duties, the Body Corporate shall pay the Caretaker the remuneration described in Schedule 1.

3.2 Additional Work

If the Caretaker attends to any Additional Work at the request of the Committee then the Body Corporate must pay the Additional Fee. The following provisions apply to the Additional Fee:

- (a) the Additional Fee may only be claimed for the time actually spent attending to any Additional Work; and
- (b) the Additional Fee may not be claimed for travelling time; and
- (c) the Caretaker must keep a log clearly showing the time spent and work undertaken and provide a copy of the log to the Body Corporate on request; and
- (d) claims for the Additional Fee must be:
 - (i) in writing giving details of the work undertaken and the time spent; and
 - (ii) paid within 30 days of delivery of the written claim;
- (e) the Additional Fee shall be reviewed annually during the Term and any extension or renewal of the Term. The reviewed Additional Fee shall be the Additional Fee payable for the immediately preceding twelve (12) month period multiplied by the lesser of:
 - (i) a fraction obtained by dividing the Index Number (as defined below) determined by immediately prior to the date upon which the relevant amount is to be determined (**Review Date**) by the Index Number (as defined below) determined immediately prior to the date which is twelve (12) months prior to the Review Date.

The words 'Index Number' shall mean the Consumer Price Index (All Groups) for Brisbane (**CPI**) published from time to time by the Australia Bureau of Statistics or its 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 Inc whose decision shall be final, binding and conclusive upon both the Body Corporate and the Caretaker.

4. Staff

4.1 Primary obligation to carry out Caretaker's Duties

The Caretaker may perform any of its duties or Obligations through the Alternate Caretaker. The Caretaker shall be solely responsible for any remuneration payable to the Alternate Caretaker. The Caretaker shall at all times be responsible to ensure that the Alternate Caretaker carries out the duties and Obligations of the Caretaker.

4.2 Appointment of staff

The Caretaker must employ appropriately skilled persons whom hold necessary licences required to carry out the functions of that person to perform the work that they are directed by the Caretaker to perform under this document. The Caretaker must ensure the safety and wellbeing of the employees and contractors that it may engage to perform services under this document.

5. Caretaker's Duties

5.1 Caretaker to carry out

The Caretaker must carry out the Caretaker's Duties as set out in Schedule 2.

5.2 Performance

Where the Caretaker is a natural person, those duties shall be performed by the Caretaker personally or under the supervision of the Caretaker by an assistant to the Caretaker. Where the Caretaker is a corporation, the Caretaker must ensure that an adequate number of its officers, servants, contractors or agents are at Cathedral Place to carry out the Caretaker's Duties.

5.3 Skilled Contractor

It is fundamental to this document that:

(a) other than Caretaker's Duties that need to be carried out by a skilled, specialist or licensed tradesman (**Skilled Contractor**) including the cleaning of external windows or external or internal parts of the building on Cathedral Place not easily accessed, the Caretaker must carry out all the Caretaker's Duties or engage persons to carry out such Caretaker's Duties on its behalf at its cost;

(b) if a Skilled Contractor is required:

(i) subject to the MUD Act or any other Act, the Skilled Contractor will be engaged by the Caretaker as agent for the Body Corporate with the prior approval of the Body Corporate; and

(ii) the Body Corporate is responsible for the cost of the work;

(c) if there is a dispute between the Body Corporate and the Caretaker as to whether a Skilled Contractor is required to carry out a Duty, the dispute is to be determined pursuant to the dispute resolution provisions under this document.

5.4 Costs

The Body Corporate is responsible for provision at its cost of all materials, parts and consumables (including cleaning consumables) required for maintenance and repair of the Common Property, including any required by the Caretaker for performance of the Caretaker's Duties.

6. Additional Work

6.1 Performance of Additional Work

If reasonably consistent with the terms of this document, the Caretaker must perform any Additional Work authorised in writing by the Body Corporate subject to payment of the Additional Fees in accordance with clause 3.2.

7. Services to residents

7.1 Additional services

The Caretaker may offer the following services to Lot owners and occupiers for a reasonable consideration:

- (a) collection of parcels and
- (b) provision of access to lot holders and occupiers whom are unable to access their property.

7.2 No other services

It is agreed that no other services will be provided to residents on the property unless permitted by the Body Corporate.

8. Expenditure

8.2 Check and verify accounts

The Caretaker must check and verify accounts for goods and services payable by the Body Corporate relative to matters which are the responsibility of the Caretaker under this document and will notify the Body Corporate's Representative as to whether such accounts are in order for payment.

9. Option to renew

9.1 Option

Subject to clause 16, the Caretaker has the option to renew this document for:

- (a) a further period of three (3) years (**First Option**) commencing on 1 August 2015 and expiring after the expiration of three years (**First Renewed Term**), if the Caretaker is not in default under this document at the time of its exercise of the First Option and at the expiry of the Initial Term. The First Renewed Term will be upon the same terms and conditions as this document except for this clause 9.1(a) and clause 9.2(a);
- (b) if the First Option is exercised, a further period of three (3) years (**Second Option**) commencing on 1 August 2018 and expiring after the expiration of three years (**Second Renewed Term**), if the Caretaker is not in default under this document at the time of its exercise of the Second Option and

at the expiry of the then current term. The Second Renewed Term will be upon the same terms and conditions as this document except for this clause 9.1(b) and clause 9.2(b).

9.2 Exercise of option

If the Caretaker wishes to exercise:

(a) the First Option, the Caretaker must give notice in writing to the Committee not less than three (3) calendar months and not more than six (6) calendar months prior to the expiration of the Initial Term; and

(b) the Second Option, the Caretaker must give notice in writing to the Committee not less than three (3) calendar months and not more than six (6) calendar months prior to the expiration of the First Renewed Term.

10. Body Corporate Representative

10.1 Appointment of Representative

The Committee shall appoint a member of the Committee to give instructions to and to communicate with the Caretaker on behalf of the Body Corporate. Not more than one person shall be appointed at any one time.

10.2 Caretaker to confer with Representative

The Caretaker will confer fully and freely with the Representative relative to the performance by the Caretaker of its duties. If the Representative requests, the Caretaker shall attend meetings of the members of the Body Corporate. The Caretaker shall be entitled to be heard on any relevant question or matter raised at any meeting. After being so heard, the Caretaker may be requested to leave the meeting if not otherwise entitled to attend.

11. Plans

The Body Corporate must give the Caretaker a set of plans of Cathedral Place to assist the Caretaker in performing the Caretaker's Duties. The plans shall remain the property of the Body Corporate. The plans must be returned to the Body Corporate on determination of this document.

12. Pool equipment and materials

12.1 Pool equipment and materials

As supplied by Body Corporate

13. Assignment

13.1 Contract Re-Assignment

This contract cannot be reassigned

13.2 Consent of Body Corporate

Intentionally deleted.

14. Dispute resolution

14.1 Mediation

Any dispute, controversy or claim arising out of or relating to this document shall first be the subject of mediation administered by a mediator appointed by the Queensland Law Society Inc. If the dispute controversy or claim has not been resolved within thirty (30) days after the appointment of the mediator by the parties, the dispute controversy or claim shall be submitted to arbitration, administered by the Queensland Law Society Inc. The arbitration shall be conducted and held in accordance with the laws of Queensland.

14.2 Commencing action

No party shall be entitled to commence any action concerning this document until the dispute has been referred to dispute resolution and then only for the amount or type of relief to which any arbitrator by his award funds any party is entitled. A party may commence or maintain any action upon such dispute if at the expiration of three (3) months from the date of appointment of a mediator:

- (a) the relevant dispute resolution procedures have not been completed; or
- (b) no award has been made by an arbitrator.

15. Termination

15.1 Default by Caretaker

Any of the following events shall constitute a default by the Caretaker:

- (a) should the Caretaker assign or attempt to assign the benefit of this document without the consent of the Body Corporate;
- (b) if the Caretaker shall be guilty of gross or continuing misconduct or negligence in the observance or performance of any provision of this document;

(c) if the Caretaker is a corporation and the Caretaker enters into any scheme of arrangement or an order is made or resolution is effectively passed for the appointment of a receiver, receiver and manager, provisional liquidator or liquidator for the winding up of the Caretaker or if the Caretaker ceases or threatens to cease to carry on business;

(d) if any holder of any charge, mortgage or encumbrance whatsoever over any assets of the Caretaker requires repayment upon default of the money secured;

(e) if the Caretaker is an individual and is convicted upon indictment of any criminal charges resulting in a term of imprisonment of more than one month;

(f) if the Caretaker is an individual and is, in the reasonable opinion of the Committee or the Body Corporate, unable to pay his debts from his own money as they fall due, or enters into a scheme of arrangement with creditors or any class thereof or has a sequestration order made against him;

(g) if the Caretaker is a corporation and there is any alteration to the board of directors or share capital of the Caretaker, or other event which in the reasonable opinion of the committee alters the effective control of the Caretaker; or

(h) if the Caretaker commits a serious breach of the code of conduct as applies to caretakers under the *Code of Conduct for Body Corporate Managers and Caretaking Service Contractors* being Schedule 2 of the *Body Corporate and Community Management Act 1997*.

15.2 Upon default by Caretaker

If the Caretaker has made a default under this document the Body Corporate may do all or any of the following things:

(a) by notice to the Caretaker, terminate this document if the default is not capable of remedy within a reasonable time;

(b) by notice to the Caretaker specify the default complained of and require the Caretaker to remedy such default within fourteen (14) days' of the notice being served; or

(c) if the Caretaker fails to remedy such default in accordance with clause 15.2(b), then by notice to the Caretaker convert the term to a month to month basis at the same time or at any time thereafter by further notice to the Caretaker, terminate this document from such date or dates (not being prior to the date of the notice) as is specified in the notice.

15.3 Upon default by Body Corporate

If the Body Corporate is in default under this document, the Caretaker, by notice to the Body Corporate specifying the particular default complained of, may require the Body Corporate to remedy such default within fourteen (14) days of the notice being served. If at the expiration of that period the default complained of has not been remedied, the Caretaker may terminate this document by further notice to the Body Corporate.

15.4 The Caretaker may terminate at any time on three (3) months' notice

The Caretaker may terminate this document at any time without reason by giving of not less than three (3) months' written notice of termination to the Body Corporate.

15.5 Body Corporate may terminate by resolution

The Body Corporate may terminate this document immediately by ordinary resolution at general meeting.

16. Notices

16.1 Delivery

Any notice in writing or document required or desired to be given by either party to the other pursuant to this document may be given by that party or its solicitor and may be given to the other party or its solicitor. Any such notice in writing or document may be delivered to or forwarded by prepaid post or by facsimile transmission to the person intended to receive it at its address as may have been notified in writing for that purpose (or to its facsimile number as notified in writing). Any notice or document sent by prepaid post or by facsimile transmission shall be deemed to have been given or delivered:

- (a) in respect of prepaid post, on the next working day after the date of posting; and
- (b) in respect of a facsimile transmission, upon the date and at the time contained in any transmission confirmation report which contains the identification code of the person to whom it was intended to be transmitted and which indicates that the transmission was received without error.

16.2 Property Law Act 1974

In addition, any notice may be given or document delivered in the manner prescribed by section 347 of the *Property Law Act 1974* (Qld).

16.3 Notice by solicitor

For the purpose of this document, any notice given by a party's solicitor will be deemed to be given with the authority of that party.

17. Occupation Authority

17.1 To occupy and use

In consideration of the Caretaker complying with its obligations under this document, the Body Corporate grants the Caretaker the right to exclusive occupation of the Caretaker's Office to the Caretaker for the Term by way of occupation authority.

18. GST

The parties agree that:

- (a) all Payments have been calculated without regard to GST;
- (b) each party will comply with its Obligations under the *Competition and Consumer Act 2010* (Cth) when calculating the amount of any Payment and the amount of any relevant Payments will be adjusted accordingly;
- (c) if the whole or any part of any Payment is the consideration for a Taxable Supply, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with that Payment or as otherwise agreed in writing;
- (d) any reference to a cost or expense in this document excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit; and
- (e) the payee will provide to the payer a Tax Invoice.

19. Miscellaneous

19.1 Interpretation

In this document, unless a contrary intention appears:

- (a) the Schedules to this document form part of this document;
- (b) words denoting the masculine include the feminine and vice versa;
- (c) words importing the singular shall include the plural and vice versa;
- (d) reference to persons include corporations;
- (e) headings are for reference purposes only and do not form part of this document;
- (f) reference to any statute is as amended or replaced from time to time; and
- (g) unless otherwise defined in this document, words and expressions defined in the MUD Act to have a particular meaning shall have that meaning when used in this document.

19.2 Application

This document shall bind the administrators, executors, successors and permitted assigns of each party to this document.

19.3 Parties

Every agreement or Obligation expressed or implied in this document by which two or more persons agree to be bound, binds such persons jointly, and each of them severally, and every provisions expressed or implied in this document which applies to two or more persons applies to such persons jointly and each of them severally.

19.4 Application of laws and severance

If any clause in this document is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, then that term or provision or part will, to that extent, be deemed not to form part of this document, but the validity and enforceability of the remainder of this document will not be affected.

19.5 No waiver

Nothing in this document nor any document executed pursuant to this document shall be construed a a waiver neglect, forbearance, omission or delay in respect of any antecedent breach of any of the obligations arising under this document. All the powers, remedies and rights of each party pursuant to this document shall continue in full force notwithstanding any apparent or valid waiver, neglect forbearance, omission or delay in enforcement on any prior occasion.

19.6 No merger

No act done or document executed in connection with this document shall operate to prevent any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

19.7 Costs

Each party to this document shall bear its own costs of and incidental to the preparation, negotiation and execution of this document but all stamp duty assessed shall be paid by the Caretaker.

Where either party is in default hereunder, it shall pay to the other party all costs (including legal costs on a solicitor and own client basis) which are reasonably incurred by the other party in connection with such default. Legal costs shall be deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or rights hereunder, the actual exercise of any power, remedy or rights hereunder, or the institution or prosecution of proceedings in respect of any such default.

19.8 Authority to date and complete

The Caretaker authorises every member of the Committee and the solicitors for the Body Corporate to do all or any of the following things:

- (a) To date or complete any blank spaces in this document; and
- (b) To complete and sign any document or paper writing as is necessary to stamp or register this document.

19.9 Agreement to supersede any previous agreements

This document supersedes any previous agreement (whether written or oral) between the parties touching or concerning any of the matters or similar matters to those matters dealt with in this document. Any such agreement shall be terminated (unless it has already been completed or otherwise terminated) from the date of this document without prejudice to any antecedent liability of any part to that previous agreement.

Schedule 1

Remuneration (Clause 3)

1. The remuneration payable to the Caretaker is, in respect of:

Area	Amount (not inc GST)
The Proprietors 'DUHIG' BUP 106965 (The Body Corporate)	\$81,935.28

2. The term shall be divided into salary periods of one year each, the first of which shall commence on the date of commencement of the Term. Each subsequent salary period shall commence on the corresponding day of each succeeding year during the Term or any extension or renewal thereof.

3. The Body Corporate shall pay to the Caretaker the annual remuneration by calendar monthly instalments in arrears, each instalment being one twelfth (1/12) (to the nearest whole cent) of the annual remuneration, the first of such instalments to be paid one (1) calendar month after the date of commencement of the Term and thereafter on the corresponding day of every subsequent month.

4. The remuneration of the Caretaker shall be reviewed annually during the Term and any extension or renewal of the Term. The reviewed annual remuneration for each of the categories in the table in clause 1 of this Schedule 1 shall be the annual remuneration payable for each of such categories for the immediately preceding twelve (12) month period multiplied by the lesser of:

a. 1.04; and

b. a fraction obtained by dividing the Index Number (as defined below) determined by immediately prior to the date upon which the relevant amount is to be determined (**Review Date**) by the Index Number (as defined below) determined immediately prior to the date which is twelve (12) months prior to the Review Date.

5. The words 'Index Number' shall mean the Consumer Price Index (All Groups) for Brisbane (**CPI**) published from time to time by the Australia Bureau of Statistics or its 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 Inc whose decision shall be final, binding and conclusive upon both the Body Corporate and the Caretaker.

Schedule 2

Caretaker's Duties (Clause 5)

1. General duties

The Caretaker shall have the following general duties:

1.1 Supervise

To Supervise any agents, contractors or employees of the Body Corporate or of the Caretaker engaged in gardening, cleaning, building maintenance, security or any other work upon Cathedral Place.

1.2 Repair

To use its best endeavours to see that Cathedral Place (other than the interior of lots) is kept in good order and repair and to protect the interests of the Body Corporate and the owners of lots.

1.3 Monitoring

To monitor the observance of the By-laws and rules (if any) of the Body Corporate and the Residential Subsidiary Bodies Corporate by the proprietors and/or occupiers (including their guests, licensees and invitees) of the lots within Cathedral Place.

1.4 Advisory

At the request of the Body Corporate, to advise the Body Corporate concerning the duties of the Caretaker and to provide such other advice which the Body Corporate may request for the caretaking of Cathedral Place.

1.5 Keys

To keep in its possession the master key or keys under the control of the Body Corporate and the lots within Cathedral Place so far as individual lot owners shall permit. 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 concerned but the Caretaker shall allow a lawfully authorised person in the course of his duties free access to any part of Cathedral Place as authorised at all reasonable times and charge a reasonable fee.

1.6 Repair

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

1.7 Maintenance

To arrange maintenance contracts for a value of less than \$20,000 (per annum) as required by the Body Corporate and ensure that any such contracts in force are carried out in accordance with their terms.

1.8 Directions by Body Corporate

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 administration and management of Cathedral Place.

1.9 General conditions

To at all time ascertain and be aware of the general condition of Cathedral Place so that at all times the Caretaker is able to keep the Representative informed.

1.10 Monitor general security

To as far as the Caretaker is reasonably able and lawfully capable of so doing, supervise the monitoring general security and supervise the nightly security patrols to keep order within Cathedral Place and take such precautions as it sees fit to safeguard the whole of Cathedral Place against unlawful entry or accident.

1.11 Lighting heating, plumbing, ventilation and other mechanical equipment

With the aid of the plans of Cathedral Place issued to the Caretaker pursuant to this document and (where necessary) inspection made by competent personnel, to inform itself of the layout, construction, location, character, plan and operation of the lighting heating, plumbing, ventilations systems and other mechanical equipment installed in Cathedral Place and shall advise the Body Corporate generally on the condition thereof from time to time and shall recommend to the Representative, should the Caretaker consider it necessary, any changes or modifications to be made in respect of any matters in relation to the aforesaid.

1.12 Acts and things reasonably necessary

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

1.13 Reasonable written directions of the Body Corporate

To carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding permanent policies or procedures to be observed in the conduct of Cathedral Place.

1.14 Fire fighting equipment

To regularly inspect the fire fighting equipment installed within Cathedral Place, arrange for the inspection of such equipment by suitably qualified contractors, certifiers or the Queensland Fire and Rescue Service (or its equivalent or replacement from time to time) at least once in every period of 12 months and arrange for any maintenance or other works necessary to keep such equipment in effective working condition in accordance with the relevant legislation. The charges relevant to such inspection and the out-of-pocket expenses required to keep the equipment in order shall be borne by the Body Corporate.

1.15 Emergency evacuation manual

Intentionally deleted.

1.16 Inspection drainage, sewerage and septic systems

To regularly (at least once per week) inspect all drainage, sewerage and septic systems servicing Cathedral Place and if necessary arrange the rectification of any problems, the cost of which rectification shall be borne by the Body Corporate.

1.17 Auxiliary system

To regularly (and at least once per week) clean and start the motors to any auxiliary system and to arrange for maintenance or other works necessary to keep them in efficient working condition. The Body Corporate shall pay the cost of any parts and professional maintenance so incurred.

1.18 Lifts and electric or electronic security or other systems

To regularly inspect the lifts and electric or electronic security or other systems within Cathedral Place and arrange for maintenance or other works necessary to keep them in efficient working condition at the expense of the Body Corporate.

1.19 Electrical apparatus including lighting

To ensure that all common electrical apparatus including lighting is kept fully functional throughout the Common Property and arrange for maintenance or other works necessary to keep such apparatus in efficient working condition by a duly qualified person. The cost of any lights, globes, tubes, fuses and maintenance and other works shall be borne by the Body Corporate.

1.20 Glass and windows in Common Property

As required, to supervise the clean of all glass and windows in the Common Property (excluding the inside and outside of windows in each Lot). The caretaker shall engage a professional window cleaner to perform the task of cleaning the windows in areas which are not easily accessed at the cost of the Body Corporate.

1.21 Waste disposal system

To operate, inspect and arrange maintenance of the waste disposal system.

1.22 Rubbish and waste material

To supervise the removal of all rubbish and waste material daily to the point of disposal.

1.23 Mow lawns

To supervise the mowing of the lawns within Cathedral Place and the adjacent footpath and to supervise maintenance of the gardens and shrubs to a high standard.

1.24 Minor repairs and maintenance

To effect minor repairs and maintenance to the common Property of such nature as not to require the services of a skilled tradesman.

1.25 Account to Body Corporate for funds or other property

To account promptly and faithfully to the Body Corporate and to unit owners, as the case may be, for all their funds or other property (if any) in the possession or custody of the Caretaker.

1.26 Car parking arrangements

To supervise car parking arrangements (including the tradesmen car parking area, if any but not including the visitors car park) having regard to the allotment of car parking spaces pursuant to the By-laws of the Body Corporate and the Residential Subsidiary Bodies Corporate and supervise the maintenance of the car parking areas and car was areas (if any) in a clean and tidy condition.

1.27 Caretaker's Office hours

To:

(a) keep the Caretaker's Office continually manned at least for a minimum of three (3) hours between 9:00am to 5:00pm Monday to Friday (except public holidays in Brisbane);

(b) at all other times between 9am and 5pm Monday to Friday (except public holidays in Brisbane) be contactable by mobile phone; and.

(c) at all other times every day of the week be contactable by mobile phone with pager service back-up, for an emergency.

1.28 Nomination of individual

The Caretaker will ensure that nominated representative is principally responsible for ensuring the Caretaker carries out the Caretaker Duties unless otherwise agreed.

1.29 Temporary Alternate Caretaker

The Caretaker may appoint a temporary replacement for itself (Alternate Caretaker) to carry out the Caretaker's Duties for a total period of four (4) weeks each year. The Caretaker shall not appoint an Alternate Caretaker without the prior written approval of the Committee which approval shall not be unreasonably withheld. The Alternate Caretaker must satisfy the

Committee that they are of good character and will be capable of discharging the duties and Obligations of the Caretaker.

1.30 Credit

The Caretaker may pledge the credit of the Body Corporate and incur an expense on behalf of the Body Corporate for any individual transaction for an amount not exceeding \$3,000 or such greater or lesser amount as the Committee may from time to time authorise in writing. The credit pledged or expense incurred must be for the purpose of obtaining goods or services used in the performance of the Caretaker's Duties or by the employees of the Body Corporate or for such other necessary or incidental purposes as may be approved by the Body Corporate. Any such expense shall be paid by the Body Corporate or if paid by the Caretaker shall be reimbursed by the Body Corporate to the Caretaker.

2. Specific duties

Without derogating from the generality of the Caretaker's Duties above, the Caretaker shall be responsible for the following duties in relation to the Common Property to be carried out by the Body Corporate:

2.1 Daily requirements

(a) **Basement and carpark areas:** monitor vehicle and garage security; pick up litter and rubbish; check operation of doors and ventilation systems; check all light fittings for cleanliness and replace tubes as required; supervise and enforce By-laws throughout car park;

(b) **Refuse rooms and disposal facilities:** supervise (and to carry out as necessary outside the hours of 6am to 11am) level out bin deposits and rotate full bins from under shuts;

(c) **Common areas and inside residential buildings:** supervise (and to carry out as necessary outside the hours of 8am to 4pm) vacuum, dust, mop and polish entry and reception area (2 levels); A block

gardens to pick up litter and water; clean all glass doors to entry foyers in all of buildings; clean all reception area glass doors, glass walls and mirrors; spot clean foyers and elevators; check and clean building letter boxes and intercom panels; check and clean lift door tracks and infra red; deodorise lifts and podium foyers;

(d) **External common areas:** supervise (and to carry out as necessary outside the hours of 8am to 4pm) Blowervac footpaths, stairs and adjacent areas; A block garden litter picked and gardens watered; check and pick up litter around outdoor common areas; check clean and test BBQ, empty rubbish bins and grease containers; clean up and remove dangerous materials from common areas;

(e) **Swimming pools, spa, sauna and associated areas:** supervise (and to carry out as necessary outside the hours of 8am to 4pm and Saturday and Sunday) test record and adjust chemical balance of swimming pools; test, record and adjust chemical balance of spa (3 times daily); pick up pool area litter, spot clean; clean poolside furniture; check and empty skimmer boxes; rake, clean and spread beach sand around pool areas; spot clean poolside building and surrounds; clean and service common area toilets and showers; top up water levels in spa, pool and wading pool; check and clean gym area and equipment; check, inspect and regulate use of sauna;

(f) **Lawns gardens and associated areas;** supervise and check all garden and pump lawn areas pick up litter and garden waste, conduct weeding, trimming and general garden maintenance;

(g) **Building and security checks and emergency services:** morning check of all buildings, pool, common property and facilities (security is to be provided to the level stipulated by the Body Corporate); nightly check of building, pool, common property and facilities (in performance of these security duties, the Caretaker is to provide CCTV monitoring and patrols by uniformed security guards (engaged by the Caretaker at its cost), during times required by the Body Corporate (in consultation with the Caretaker) – any additional patrolled security that may be requested by the Body Corporate from time to time will be charged to the Body Corporate at a fixed rate of \$35 plus GST per hour except for a public holiday which will be charged to the Body Corporate at a fixed rate of \$70 plus GST); check operation of CCTV system; check operation of front entry and all garage access doors; check building fire alarm panel and building equipment alarms; provide and supervise security patrols; provide security monitoring service; check and test lift operation (12 lifts); monitor and supervise complex security, attend disturbances (24 hourly); supervise and enforce the observance of the by-laws (24 hourly); provide assistance to ambulance, fire and police for call outs (24 hourly); attend to occupiers and visitors enquiries (24 hourly); attend to tow-away of illegally parked vehicles (24 hourly); security briefing and debriefing; review security log; and in performance of these duties, to comply with the By-Laws in reference to peaceful enjoyment of lots.

(h) **Building maintenance, repairs and services:** check and maintain operation of hot water systems (7 locations); carry out minor repairs to body corporate common property; regularly conduct building inspections; issue of common access keys to authorised contractors;

(i) **Common area lighting, security and exit light and switchboards:** check and test all common area lights, replace faulty lamps; maintain operation and adjust building management system;

(j) **Specialised duties:** maintain log of accidents, incidents and breaches; open and staff Caretaker's Office as required by this document (excludes Sundays);

2.2 Weekly requirements

(a) **Basement and carpark areas:** supervise and inspection the clean oil and grease drips in basement areas; clean and keep all drains and gutters clear; spot clean driveways and ramps; spot clean car park;

(b) **Refuse rooms and disposal facilities:** supervise and inspect the check rubbish rooms on each floor for garbage; place bins for pickup and return (3 times weekly);

sweep clean and disinfect rubbish bin rooms (8 bin rooms); clean all building rubbish shute doors on each level;

(c) **Common areas and inside residential buildings:** supervise and inspect the clean and polish lift interiors and floor call plates (12 lifts); mop floors and clean basement entry foyers (11 foyers); vacuum all floors, spot clean walls and doors (full detail vacuum and clean is required every week); mop stairs from B and C block to b2 car park; check fire doors are locked between floors; dust, vacuum and wipe down furniture and picture frames; check all light fittings for cleanliness and replace tubes as required (cost of any replacement tubes to be borne by the Body Corporate); clean lift call plates, doors and surrounds;

(d) **External common areas:** supervise and inspect the sweep and mop tiles between glass and planter boxes; dust, wipe and clean all common area access doors and entry gates; clean directory boards; check all light fittings for cleanliness and replace tubes as required;

(e) **Swimming pools, spa, sauna and associated areas:** supervise and inspect the remove sand from pools and deposit on beach; clean salt cells, check pool pump operation and pipework;

(f) **Lawns gardens and associated areas;** supervise and inspect the check operation of irrigation system and hand water as required; mow all lawn areas, trim edges and sweep paths; sweep, blow, gather and dispose of lawn clippings and garden prunings; trim and shape all hedges and dispose of trimmings; manually operation irrigation system;

(g) **Building and security checks and emergency services:** supervise and inspect the check exhaust fans and equipment;

(h) **Common area lighting, security and exit light and switchboards:** supervise and inspect the deweb, wash and clean all light fittings, shades and covers;

(i) **Specialised duties:** obtain quotations and purchase goods on behalf of the body corporate; facilitate approval of invoices;

2.3 Monthly requirements

(a) **Refuse rooms and disposal facilities:** supervise and inspect the pressure clean bin rooms;

(b) **Common areas and inside residential buildings:** supervise and inspect the polyvac and scrub tiled foyers and entry ways (all equipment required to perform this task to be purchased and supplied by the Body Corporate); clean and reapply silicon grout between tiles where applicable;

check fire exit stairs, sweep and clean dust and deweb walls; clean all equipment, lift, fire and fan rooms;

(c) **Swimming pools, spa, sauna and associated areas:** supervise and inspect the remove suspended matter, vacuum and clean pool and spa; service and backwash filters and top up pools as required; scrub out, disinfect sauna benches and test operation;

(d) **Swimming pools, spa, sauna and associated areas:** supervise and inspect the empty spa, scrub out, refill and redoes spa with chemicals;

2.4 Six-monthly requirements

(a) **Basement and carpark areas:** supervise and inspect the pressure clean driveways and ramps;

(b) **Refuse rooms and disposal facilities:** clean and sanitise skip bins;

(c) **Lawns gardens and associated areas;** supervise and inspect the high level tree trimming specialist; pressure clean tiled pathways; carry out garden fertilising and pruning programmes; topdress lawns and resow damaged turf as required (the cost of topdressing and resowing to be borne by the Body Corporate);

(d) **Building maintenance, repairs and services:** supervise common area pest control services (the cost of pest control to be borne by the Body Corporate); arrange and supervise fire safety equipment test and servicing (the cost of maintenance, repair, servicing and testing of the fire equipment to be borne by the body Corporate); arrange and supervise maintenance of roller and automatic doors (the cost of maintenance, repair, servicing and testing of the roller and automatic doors to be borne by the Body Corporate); arrange and supervise maintenance of pumps (the cost of maintenance, repair, servicing and testing of the pumps to be borne by the Body Corporate); inspect condition of fan blades and filters; arrange and supervise common area air-conditioning maintenance (the cost of maintenance, repair, servicing and testing of the air-conditioning equipment to be borne by the Body Corporate);

(e) **Common area lighting, security and exit light and switchboards:** supervise and inspect the deweb, clean and dust electrical switchboards;

(f) **Specialised duties:** maintain insurance register for works performed; maintain WH&S register for onsite equipment and materials;

2.5 As required

(a) **Basement and carpark areas:** supervise and inspect the arrange at the cost of the Body Corporate a full car park wash to be performed by contract cleaners at the cost of the Body Corporate;

(b) **Refuse rooms and disposal facilities:** supervise and inspect the clear shute blockages; pressure clean skip bins; relocate dumped items from basement for

removal from site (the cost of removal of such items to be borne by the Body Corporate);

(c) **Common areas and inside residential buildings:** report vandalism, malfunction or damage to Body Corporate;

(d) **External common areas:** supervise and inspect the deweb, mop and clean BBQ area, gazebo and furnishings; facilitate annual external cleaning of windows on high levels of buildings (cost of engaging contractors to undertake this cleaning to be borne by the Body Corporate); check water level, clarity and chemical level of water feature; check and clean pump and filter of water feature check pressure; repainting and removal of graffiti if minor in nature (with removal of graffiti same day by the Caretaker, cost of paint required to be borne by the Body Corporate); clean and maintain all retaining walls and fences as required; report vandalism, malfunction and damage to Body Corporate;

(e) **Lawns gardens and associated areas;** supervise and inspect the seasonal prune of shrubs, trees and hedges as required; replace trees and plants (the Body Corporate is to approve they type and number of trees and plants to be replaced and planted, with the costs of these trees and plants to be borne by the Body Corporate);

(f) **Building and security checks and emergency services:** check operation of CCTV system; check code, test and record building keys and security cards;

(g) **Building maintenance, repairs and services:** supervise and inspect the check and keep clear all stormwater drains and gutters; clean, arrange and supervise required complex signage and marking; grind, prime and repaint spa columns (the cost of prime and paint to be borne by the Body Corporate); sand and varnish BBQ furniture (the cost of prime and paint to be borne by the Body Corporate);

(h) **Common area lighting, security and exit light and switchboards:** supervise and inspect the check adjust and test time clocks;

(i) **Specialised duties:** prepare reports and attend body corporate meetings; manage the process of the issue of breach notices to tenants;

(j) **Access swipes:** purchase access swipes and resell to residents and owners (in compliance with the by-laws from time to time (to be resold at \$55 per access swipe);

Schedule 3

Execution

Executed as a deed in Queensland.

Executed by **PLAN B QLD PTY LTD ABN 34 114 818 665** in accordance with section 127 of the Corporations Act 2001 by:

Sole Director and Secretary

Todd John Raumer

The Common Seal of the **THE PROPRIETORS 'DUHIG' BUP 106965** was affixed in the presence of:

Signature of Chairperson

Full Name

Signature of Committee Member

Full Name