

**SERVICES SUPPLY AND CARETAKING
AGREEMENT**

Between

Couran Cove Resort Community Body Corporate

and

Island Resorts (Facilities & Equipment) Pty Ltd

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DATE OF THE AGREEMENT

This Agreement is made this 12th day of September 2019

PARTIES

BETWEEN: **COURAN COVE RESORT COMMUNITY BODY CORPORATE**
a Body Corporate constituted under the *Mixed Use Development Act 1993* ("the Community Body Corporate")

AND: **ISLAND RESORTS (FACILITIES & EQUIPMENT) PTY LTD**
ACN 613 379 070 a company duly incorporated according to law, Level 12, 52 Phillip Street, SYDNEY NSW 2000 ("IRFE")

INTRODUCTION

- A. The Community Body Corporate was constituted upon registration of a Community Plan as a consequence of sections 15(1) and 167(1) of the MUD Act.
- B. Inter alia, the Community Body Corporate must control, manage and administer for the benefit of its members the Community Property pursuant to section 177(1) of the MUD Act.
- C. The Community Body Corporate has entered into Management Agreements with the Bodies Corporate of Group Titles Plans within the Development.
- D. The Community Body Corporate enters into this Agreement with IRFE so that IRFE will provide assistance to the Community Body Corporate in order that the Community Body Corporate's obligations with respect to the control management and administration of the Community Property and its obligations under the various Management Agreements are fulfilled.
- E. IRFE has agreed to the appointment referred to in Recital D upon and subject to the terms and conditions of this Agreement.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

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

1.1.1 "the Act" means the *Building Units and Group Titles Act 1980*, as amended;

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

- 1.1.3 "Bodies Corporate" means any one or more or all of the Bodies Corporate formed upon registration in the appropriate government office of any Group Title Plan over any part of the Development;
- 1.1.4 "By-Laws" means the by-laws of the Bodies Corporate and/or where the context requires or permits means the by-laws of the Community Body Corporate;
- 1.1.5 "Committee" means the committee or committees of any one or more or all of the Bodies Corporate and/or where the context requires or permits the executive committee of the Community Body Corporate;
- 1.1.6 "Common Property" means so much of the property within the Group Titles Plans as from time to time is not comprised in any lot in the Group Titles Plans and shall include where appropriate any easements and any property shared between members of the Bodies Corporate and any other person or persons (whether by way of agreement, easement, lease or otherwise);
- 1.1.7 "the Community Body Corporate" means the Couran Cove Resort Community Body Corporate;
- 1.1.8 "Community Plan" shall have the same meaning as given those words in the MUD Act and means the Community Plan or Community Plans registered in the appropriate government office with respect to the Development;
- 1.1.9 "Community Property" shall have the same meaning as given those words in the MUD Act and means the Community Property with respect to the Development;
- 1.1.10 "the Date of Commencement" means the 12 September 2019;
- 1.1.11 "the Development" means the development (and continuing development as the case may be) of certain land known as or to be known as the Couran Cove Resort and in respect of which an approval has been obtained pursuant to the MUD Act;
- 1.1.12 "the Duties" or "Duties" means the duties set out in Schedule 2 hereto and where the context requires any one or more of them;
- 1.1.13 "Group Titles Plans" means any one or more or all of the Group Title Plans or Building Units Plans registered over any part of the Development;
- 1.1.14 "Index Number" means the Consumer Price Index (All Groups) for the City of Brisbane as published from time to time by the Australian Bureau of Statistics. All indices shall (if necessary) be adjusted to relate to the same base. If such index is suspended, discontinued or modified so that it does not in the sole opinion of IRFE reflect on a consistent basis changes that may have occurred in the cost of living in the City of Brisbane during any relevant period, the expression shall mean such index that in the opinion of the Australian Statistician or his nominee (whether published or advised

at the request of either IRFE or the Community Body Corporate) does reflect on a consistent basis changes that may have occurred in the cost of living in the City of Brisbane during any such period. If the Australian Statistician has not published and will not advise an appropriate index, the expression shall mean such index as may be agreed upon in writing by IRFE and the Community Body Corporate and failing agreement within a period of 14 days shall mean such index as shall be determined at the request of either IRFE or the Community Body Corporate by a valuer nominated from time to time by the President or acting President for the time being of the Queensland Division of the Australian Institute of Valuers and Land Economists or his nominee;

- 1.1.15 "IRFE" means Island Resorts (Facilities & Equipment) Pty Ltd ACN 613 379 070 together with its officers, managers, employees, agents, contractors, administrators, successors and permitted assigns;
- 1.1.16 "the Maintenance and Access Agreement" means the agreement referred to in clause
- 1.1.17 "a Maintenance and Access Agreement payment" means a payment to IRFE pursuant to the Maintenance and Access Agreement and referred to in clause 17.6;
- 1.1.18 "Management Agreements" means the Management Agreement or Management Agreements entered into by the Community Body Corporate with the Bodies Corporate;
- 1.1.19 "MUD Act" means the *Mixed Use Development Act 1993* and all amendments and regulations with respect thereto;
- 1.1.20 "the Term" means the period of 27 years, 11 months and 4 days.

2. INTERPRETATION

- 2.1 In the interpretation of this Agreement, unless the context otherwise requires:
 - 2.1.1 words importing any gender shall include all genders;
 - 2.1.2 words importing persons shall include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated and vice versa;
 - 2.1.3 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;
 - 2.1.4 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;
 - 2.1.5 words importing the singular shall include the plural and vice versa;

- 2.1.6 headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 2.1.7 references to clauses, recitals, schedules and annexures are to clauses, recitals, schedules and annexures to this Agreement;
- 2.1.8 references to this Agreement are to this Agreement and all modifications and variations to this Agreement effected in accordance with this Agreement;
- 2.1.9 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;
- 2.1.10 expressions cognate with expressions defined in clause 1 shall be construed accordingly;
- 2.1.11 all references to dates and times are to Brisbane time;
- 2.1.12 all references to "\$" and "dollars" are to the lawful currency of Australia;
- 2.1.13 recitals to this Agreement shall be read as and form part of this Agreement;
- 2.1.14 references to writing shall include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form;
- 2.1.15 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;
- 2.1.16 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;
- 2.1.17 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;
- 2.1.18 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

- 3.1 The Community Body Corporate reappoints IRFE to perform the Duties for the Term to commence on and from the Date of Commencement. IRFE accepts such appointment upon the terms and conditions of this Agreement.
- 3.2 Intentionally deleted
- 3.3 IRFE shall ensure at all times that an adequate number of its officers, managers, employees and/or contractors are available to carry out the Duties.
- 3.4 IRFE shall not be obliged to carry out any duties of the Community Body Corporate's secretary or other secretarial work.
 - 3.4.1 IRFE shall be responsible for the engagement and dismissal of such employees or contractors as is necessary to keep the Common Property and the Community Property in good and proper order and repair.
 - 3.4.2 During the continuance of this Agreement, IRFE shall maintain, pay and discharge all liabilities relating to the engagement and dismissal of employees employed by it in the performance of its obligations under this Agreement, including wages and salaries, worker's compensation insurance, payroll tax and group income tax (Commonwealth).

4. REMUNERATION

In consideration of the matters raised in clause 3 the Community Body Corporate shall pay to IRFE the remuneration more particularly referred to in Schedule 1 hereto and in accordance with the provisions of Schedule 1 hereto.

5. IRFE'S DUTIES

- 5.1 IRFE agrees to perform or procure the performance of the Duties in a proper and workmanlike manner.
- 5.2 The Duties shall be performed by IRFE.
- 5.3 The Community Body Corporate may from time to time by notice in writing request IRFE to perform extra duties than the Duties, which IRFE shall perform for extra remuneration and as provided for in the said Schedule 1.

6. DUTIES OF THE COMMUNITY BODY CORPORATE

- 6.1 The Community Body Corporate shall:
 - 6.1.1 furnish to IRFE a set of all plans relating to the Development in its possession or control, copies of all current maintenance and service agreements relative thereto and a current list of the names and

addresses of all of the proprietors of real property within the Development;

- 6.1.2 confer fully and freely with IRFE concerning the performance of the Duties and the control, management and administration of the Common Property and the Community Property and shall provide proper and reasonable instructions to IRFE in relation thereto;
 - 6.1.3 at its own expense erect or procure to be erected such signs in or about the Common Property and the Community Property as are necessary for the proper administration and running of the Common Property and the Community Property;
 - 6.1.4 provide and maintain adequate furniture and associated facilities for the proper operation of any recreational areas upon the Common Property and the Community Property as the Community Body Corporate may, in its absolute discretion, determine.
- 6.2 The Committee shall from time to time authorise one of the Committee members or an alternate to give instructions to and communicate with IRFE on behalf of the Community Body Corporate. In the absence of a specific appointment, that authorised person shall be deemed to be the chairman of the Community Body Corporate from time to time.
- 6.3 During the continuance of this Agreement or any extension or renewal hereof, the Community Body Corporate shall not authorise any person to, nor permit any of its staff to, nor itself, conduct on the Community Property any business of the same or similar nature as IRFE may conduct pursuant to this Agreement on the Community Property nor shall the Community Body Corporate licence or lease any part of the Community Property for the purpose of any such business. If any person other than IRFE attempts to use any part of the Community Property for the purpose of conducting a business, or rendering a service in competition with the business IRFE carries on pursuant to this Agreement, then the Community Body Corporate will use all reasonable endeavours at its cost to effect a termination of the competing business or service.

7. EXPENDITURE

- 7.1 IRFE shall be entitled to pledge the credit of the Community Body Corporate and incur reasonable expense on behalf of the Community Body Corporate in respect of any single transaction to any amount determined by the Community Body Corporate for the purpose of obtaining materials or services used in the performance of the Duties and for such other purposes as are necessary or incidental to the discharge of the Duties.
- 7.2 Other than that prescribed in clause 4 and Schedule 1, as constituting the remuneration payable to IRFE, IRFE is not entitled to any mark-up or cartage on materials or services provided for the Community Body Corporate and shall when at all possible use local suppliers of materials and services.
- 7.3 IRFE shall not give or take any secret commissions.

8. ASSIGNMENT

- 8.1 IRFE shall not assign this Agreement or any interest in it except in accordance with this clause.
- 8.2 IRFE may assign this Agreement or any interest in it with the prior consent in writing of the Community Body Corporate. Such consent shall not be unreasonably withheld if that consent is sought on the following basis:
- 8.2.1 IRFE shall give at least 30 days' written notice to the Community Body Corporate of the date of the proposed assignment and provide with that notice all reasonable details of the proposed assignee.
- 8.2.2 IRFE shall arrange an interview between the executive committee of the Community Body Corporate, and the proposed assignee.
- 8.2.3 IRFE shall prove to the reasonable satisfaction of the Community 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.
- 8.2.4 Any consent to assignment shall not be effective until the proposed assignee has entered into a deed with IRFE and the Community Body Corporate in a form reasonably required by the Community Body Corporate, which deed contains, inter alia:
- 2.4.1.1 a covenant by the proposed assignee to be bound by and to observe and perform the provisions hereof as if the proposed assignee was IRFE named in this Agreement; and
- 2.4.2.1 an agreement that IRFE releases the Community Body Corporate from all claims against the Community Body Corporate in respect of or in any way arising from this Agreement.

9. PROHIBITED PAYMENTS

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

10. INTEREST

- 10.1 The CBC shall pay IRFE interest at the 2.5% per month or part thereof on any overdue monies (including but not limited to remuneration) which shall be due and payable, calculated from the date that is one (1) day after the due date of payment until the actual date of payment.
- 10.2 The CBC shall also be liable for all and any costs and outlays (including but not limited to legal costs) incurred by IRFE to recover any outstanding monies due on the indemnity basis.

11. TERMINATION

11.1 Any of the following events shall constitute a default by IRFE under this Agreement:

11.1.1 If IRFE shall fail to reasonably perform, observe or comply with or fulfil any of the Duties or if IRFE shall fail to reasonably perform, observe or comply with or fulfil any of the provisions of this Agreement;

11.1.2 In the event of IRFE assigning or attempting to assign this Agreement in breach of the terms of clause 8.2 of this Agreement;

11.1.3 If IRFE is a corporation and an order is made or a resolution is effectively passed for the appointment of a receiver, receiver and manager or provisional liquidator or for the winding up of IRFE (other than for the purposes of an amalgamation or reconstruction) or an official manager or analogous person is appointed to IRFE's property or any part thereof or IRFE enters into any scheme of arrangement for creditors or any class thereof.

11.2 If IRFE has made a default under this Agreement and the Community Body Corporate requires such default to be remedied by IRFE, the Community Body Corporate may by notice in writing to IRFE specifying the particular default complained of, require IRFE to remedy such default within 60 days of such notice of default being served and if at the expiration of that 60 day period the default complained of has not been remedied, terminate this Agreement by notice in writing to IRFE.

12. NOTICES

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

13. COSTS

13.1 Each party shall pay its own respective solicitors' costs incurred and relating to this Agreement.

13.2 All stamp duty payable on this Agreement and any duplicate thereof shall be borne and paid by IRFE.

13.3 IRFE shall pay the Community Body Corporate's reasonable and properly incurred costs of any assignment or transfer of this Agreement including but without limitation the Community Body Corporate's legal and other fees, and the costs of any general meeting required to give effect to the assignment.

14. SEVERANCE

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 term 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.

15. FURTHER ASSURANCE

Each of the parties hereto shall and shall procure every other 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.

16. GOVERNING LAW

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 party or the occurrence of any act, matter or thing outside of Queensland.

17. COMMUNITY BODY CORPORATE MAY PERFORM

17.1 The provisions of this clause 17 shall apply notwithstanding anything to the contrary herein contained.

17.2 The parties agree that the Community Body Corporate may in its sole discretion elect to perform (at its cost) any one or more of the Duties at any time during the Term and may in its sole discretion cease or recommence to perform (at its cost) any one or more of the Duties at any time during the Term.

17.3 Where the Community Body Corporate elects to perform or recommence to perform any one or more of the Duties as referred to in clause 17.2, IRFE shall be released from any obligation hereunder to perform the relevant Duties PROVIDED HOWEVER that in such event IRFE shall provide good and proper supervision of the Community Body Corporate's employees or contractors performing the relevant Duties. In such instance, the Community Body Corporate acknowledges and agrees that it shall be responsible for the engagement and dismissal of such employees or contractors performing the relevant Duties and shall pay and discharge all liabilities relating to the engagement and dismissal of such employees or contractors, including wages and salaries, workers' compensation insurance, payroll tax and group income tax (Commonwealth). Until the Community Body Corporate elects to cease to perform the relevant Duties (whereupon clause 3.4.1 of the Agreement shall again apply), in pursuance of the aforesaid, the Community Body Corporate indemnifies and forever holds harmless IRFE from any claims, actions or demands arising as a result of any breach by the Community Body Corporate of its obligations under this clause 17.3.

- 17.4 It is acknowledged by IRFE that any plant, equipment and/or other machinery acquired by the Community Body Corporate in performing any of the Duties as aforesaid or otherwise acquired by the Community Body Corporate for the purposes of performing any of the Duties, shall remain the property and responsibility of the Community Body Corporate PROVIDED ALWAYS HOWEVER that the Community Body Corporate acknowledges and agrees that IRFE shall have unrestricted use of any of the aforesaid in the performance of the Duties.
- 17.5 The Community Body Corporate specifically acknowledges and agrees that any election by it in terms of clause 17.2 shall not in any respect whatsoever affect or vary the provisions of this Agreement relating to the payment of remuneration to IRFE and its calculation as referred to in Schedule 1 hereto and accordingly it is agreed that such provisions shall remain of full force and effect and, without limiting the generality of the aforesaid, there shall be no reduction in the remuneration payable hereunder (save in any instance referred to in clause 17.6).
- 17.6 The parties acknowledge that the Community Body Corporate and IRFE have executed a certain agreement referred to as the Maintenance and Access agreement ("the Maintenance and Access Agreement") upon the terms and conditions more particularly set out in the Maintenance and Access Agreement.
- 17.7 To the extent that any payment is received by IRFE under the Maintenance and Access Agreement ("a Maintenance and Access Agreement payment"), in such instance only, the remuneration then otherwise payable under this Agreement to IRFE shall be reduced on that occasion only by that amount equal to one third of a Maintenance and Access Agreement payment AND the provisions of this Agreement with respect to the payment and calculation of the remuneration payable to IRFE, shall be read and construed accordingly.

18. WARRANTY OF AUTHORITY

18.1 Each person signing this Agreement:

18.1.1 as attorney for any party, warrants to the other parties that at the date of execution that party has not received any notice or information of the revocation of the power of attorney; and

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

18.2 The Community Body Corporate warrants that it has by resolution authorised the execution of this Agreement.

19. NOT A MANAGING AGENT

The parties acknowledge and agree that this Agreement does not constitute an appointment of a body corporate manager either pursuant to the Act or the MUD Act and that there is no delegation of the powers, duties, authorities and functions of the Community Body Corporate to IRFE

which shall at all times remain the Community Body Corporate's responsibility.

20. MISCELLANEOUS

20.1 IRFE hereby authorises every member of the Committee and the solicitors for the Community Body Corporate to do all or any of the following things:

20.1.1 to date or to complete any blank spaces in this Agreement; or

20.1.2 to complete and sign any document or paper writing as is necessary to stamp or register this Agreement.

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

EXECUTION CLAUSE

EXECUTED by ISLAND RESORTS (FACILITIES & EQUIPMENT) PTY LTD in accordance with section 127 of the <i>Corporations Act 2001 (Cth)</i> .]
]
]
]
]

Director / Sole Director
SIMON NAPOLI
Director

SIGNED SEALED AND DELIVERED by COURAN COVE RESORT COMMUNITY BODY CORPORATE as insert in the presence of Witness (JP, C/Dec or Solicitor)]
]
]
]
]

Lachlan Nicholls
Treasurer
Matt Parsons (Signature)
Matt Parsons
Chairman
Position



SCHEDULE 1 – REMUNERATION

1. REMUNERATION

The Community Body Corporate shall, in consideration of IRFE carrying out the Duties, pay to IRFE the remuneration, per annum, calculated in accordance with the following formula:

$$A = \$296,000 + B + \frac{B \times 15}{100}$$

Where:

- A** = the remuneration payable to IRFE; and
B = the actual cost to IRFE in performing the Duties.

2. The dollar amount of appearing in paragraph 1 above shall be reviewed on each anniversary of the Date of Commencement of the Term in accordance with the following formula:

$$C = D \times \frac{E}{F}$$

Where:

- C** = the dollar amount applicable for the relevant year of the Term
D = the sum of \$296,000
E = the Index Number for the 12 month period concluded immediately prior to the date of review
F = the Index Number for the 12 month period ended immediately prior to the Date of Commencement of the Term,

PROVIDED THAT in no case shall the revised dollar amount be less than that which applied for the year preceding the year under review.

3. The expression "actual cost" relevant to the definition afforded B in paragraph 1 above, shall be interpreted as follows:
- 3.1 IRFE shall be entitled to adopt the following schedule in calculating labour (such expression including provision of supervision services), plant, equipment and machinery charges within the "actual cost" assessment.

SCHEDULE

Labour Charges:

Directors:	\$400.00 per hour
Senior Executives:	\$400.00 per hour

Consultants:	\$400.00 per hour
Accountants:	\$300.00 per hour
Labourers:	\$35.00 per hour
Landscape Maintenance:	\$45.00 per hour
Ground Superintendent:	\$80.00 per hour
Other Staff:	\$60.00 per hour

Equipment Charges:

Lifting Platforms:	\$100.00 per hour
Small Tractor:	\$50.00 per hour
Golf Buggy Carry Alls:	\$200.00 per day or part thereof
Supervisors Utility:	\$200.00 per day or part thereof
Edging Machines:	\$80.00 per day or part thereof
All Other Machinery:	At equivalent Hire Rate plus 20%

3.2 IRFE shall be entitled to include in its assessment of "actual cost":

- (a) the cost to IRFE of any goods and materials purchased and/or used by IRFE in and about or reasonably incidental to the performance by IRFE of the Duties;
- (b) a sum or sums calculated on an hourly basis for the provision by IRFE of labour and/or plant and/or equipment and/or machinery used in the performance of the Duties calculated in accordance with the above schedule;
- (c) without limiting the generality of subparagraph 3.2(b) any additional operating, administrative and supervision costs and overheads, insurance premiums, storage, delivery, installation and freight costs, stamp duty and any other costs and overheads reasonably incurred in respect of or attributable to the carrying out of the Duties.

4. Within one month of the commencement of the Term and thereafter within one month of each anniversary of the commencement of the Term, IRFE shall supply to the Community Body Corporate a written estimate of IRFE's assessment of the "actual cost" component. By applying the formula referred to in paragraph 1, the Community Body Corporate agrees to pay the resultant amount so calculated, by equal monthly instalments thereof equal to one twelfth of the amount so calculated pursuant to this paragraph 4, for the particular year in question, calendar monthly in arrears.

5. Within one month of the conclusion of each year of the Term, IRFE shall furnish to the Community Body Corporate in writing details of the "actual cost" component. Should, after applying the formula set out in paragraph 1,

the relevant amount so calculated exceeds the amount calculated pursuant to paragraph 4, the shortfall shall be payable by the Community Body Corporate to IRFE within 14 days of a written request in that regard by IRFE. Should, after applying the formula set out in paragraph 1, the relevant amount so calculated be less than the amount calculated pursuant to paragraph 4, the excess shall be credited against the next payment or payments due hereunder and otherwise payable by the Community Body Corporate, SAVE in the instance of the conclusion of this Agreement where such excess shall be payable by IRFE to the Community Body Corporate within 14 days of a written request in that regard by the Community Body Corporate.

6. IRFE shall be entitled to amend or vary the schedule referred to in paragraph 3.1 at any time to reflect the then current cost position, by notice in writing to the Community Body Corporate.
7. Any increases in the schedule shall take effect from the date such increase is incurred by IRFE PROVIDED that if the Community Body Corporate disputes any aspect of the amended schedule, it shall give written notice to that effect to IRFE within 14 days of receipt of such amended schedule. Thereafter such dispute shall be determined by the President for the time being of the Queensland Law Society Incorporated or his/her nominee at the instance of either party whose decision shall be final and binding on the parties. The costs of such determination shall be shared equally between IRFE and the Community Body Corporate. In no case however shall the charges comprising the amended schedule be adjudged to be less than the previously adopted rates.
8. Should IRFE at any time during the Term of this Agreement be of the view that to perform the Duties it is necessary for IRFE to perform other duties not stipulated in the Duties, IRFE shall give written notice of such additional duties to the Community Body Corporate and should the Community Body Corporate not dispute such written notice such additional duties shall be deemed included in the Duties as if they had been originally stipulated herein and otherwise the aforesaid provisions for the calculation of remuneration shall apply. Should the Community Body Corporate dispute the written notice then the same shall be determined by the President for the time being of the Queensland Law Society Incorporated or his/her nominee at the instance of either party whose decision shall be final and binding on the parties. The costs of such determination shall be shared equally between IRFE and the Community Body Corporate.

SCHEDULE 2 – THE DUTIES

IRFE shall have the following duties and obligations:

1. Supervise any agents, contractors or employees of IRFE engaged in gardening, cleaning, building maintenance or any other work whatsoever upon the Common Property and Community Property.
2. Ensure that the Common Property and Community Property are maintained in a clean and tidy condition and where appropriate are kept in good order and repair.
3. Police the observance of the By-Laws by the owners and the occupiers (including their guests and licensees) for the time being of all real property within the Development. The Bodies Corporate and/or Community Body Corporate hereby authorise IRFE to evict or deal in any other lawful manner with any person creating a nuisance or annoyance in or on the Common Property and/or Community Property or committing any breach of the By-Laws, to the same extent as that exercisable by the Bodies Corporate and/or the Community Body Corporate.
4. Regularly inspect Common Property and Community Property to ensure that no unauthorised persons are using any facilities and so far as IRFE is reasonably able and lawfully capable of so doing ensure that proper behaviour standards are maintained by persons using the same.
5. Keep in IRFE's possession the master key or keys for any areas under the control of the Bodies Corporate and/or the Community Body Corporate. IRFE shall allow any lawfully authorised person in the course of his duties free access to any part of the Common Property and/or Community Property as authorised at all reasonable times and as necessary in any emergency.
6. Report promptly to the Bodies Corporate and/or the Community Body Corporate on all things requiring repair and on all matters creating a hazard or danger and take remedial action where applicable.
7. If IRFE elects not to carry out maintenance personally or by employees, arrange maintenance contracts (at the cost of IRFE) and ensure that any such contracts in force are carried out in accordance with their terms and for this purpose maintain a schedule of contractors with the due dates for service calls and dates of attendance which shall be made available to the Bodies Corporate and/or the Community Body Corporate upon request.
8. Comply with and carry out all reasonable directions from time to time given by the Bodies Corporate and/or the Community Body Corporate and/or the Committee to IRFE in and about the control, management and administration of the Common Property and/or Community Property.
9. At all times ascertain and be aware of the general condition of the Common Property and/or Community Property and all machinery and appurtenances thereto so that at all times IRFE is able to keep informed the Bodies Corporate and/or the Community Body Corporate in respect thereof.

10. With the aid of the plans issued to IRFE, IRFE will inform itself of the layout, construction, location, character, plan and operating of the lighting, plumbing, ventilating systems and other mechanical equipment installed in the Common Property (or otherwise within the Group Titles Plans) and the Community Property and shall advise the Bodies Corporate and/or the Community Body Corporate generally on the condition thereof from time to time and shall recommend to the Bodies Corporate and/or the Community Body Corporate should IRFE consider it necessary any changes or modifications to be made in respect of any matters in relation to the aforesaid.
11. At the request of the Bodies Corporate and/or the Community Body Corporate to advise the Bodies Corporate and/or the Community Body Corporate concerning the Duties and to provide such other advice which the Bodies Corporate and/or the Community Body Corporate shall request relative to the management and care of the Common Property and/or Community Property.
12. To ensure that all walkways, paved areas and access areas are hosed or swept on a regular basis.
13. As and when directed by the Bodies Corporate and/or the Community Body Corporate, to ensure attendance at meetings of the Bodies Corporate and/or the Community Body Corporate and their Committee.

SPECIFIC DUTIES

Without derogating from the generality of the Duties above IRFE shall be responsible for the following duties.

Cleaning and Grounds Maintenance – Daily Routine

1. Barbecue Area

Sweep area clean and empty rubbish bins. Wipe clean all outdoor furniture and report any damaged or missing. Clean off all fats and greases from barbecue plates and facings. Report any malfunction or damage.

2. Grounds

Clean the surrounds of pools of all leaves and rubbish, empty rubbish bins and smokers' receptacles. Align all deck chairs and sun lounges and report any damage. Water as required plants, shrubs and planter boxes not covered by automatic sprinkler. Check all access paths and sweep where necessary.

3. Pools

Vacuum pools and clean skimmer baskets. Remove all floating and suspended matter from pools with skimmer nets. Empty filter baskets in filter plant room. Check pool for chlorine and PH levels. Check that automatic chlorinators are working correctly, report when chlorine switches low.

4. Footpath, Access Road and Planters

Sweep area clean and remove all rubbish, papers, etc.

Cleaning and Grounds Maintenance - Weekly Routine

1. All common areas on all levels

Clean floors.

2. Barbecue Area

Mop over all paved areas with cleaner deodoriser. Check operation of barbecue, wipe clean barbecue, clean out drip tray and renew sand.

3. Grounds

Sweep all pathways and hose clean. Hose clean and scrub where necessary all outdoor furniture to remove dirt stains. Cut grass and trim edges. All clippings are to be mulched and spread on garden beds. Weed lawns and gardens as necessary. Wash out all bins with disinfectant/cleanser. Report any repair or replacement requirements of Bodies Corporate and/or the Community Body Corporate.

4. Pools

Clean and replace pools filter pads as necessary. Replace filter powder as necessary. Check pumps and motors for serviceability and report any damage or malfunction and carry out maintenance for pools.

5. Carparks

Hose down all common areas and entry exit ramp to street level.

6. Footpath, Access Road and Planters

Hose down all footpaths and access roads.

7. Garbage Bin Area

Place garbage bins at collection point for collection. Sweep out garbage bin area. Hose mop with detergent as necessary. After garbage collection replace bins in garbage bin area.

8. Safety

Check fire hoses in accordance with the requirements specified in the Australian Fire Safety Regulations and also exit doors and exit lightings with same regulations.

Cleaning and Grounds Maintenance – Monthly Routine

1. Garbage Bin Areas

Scrub out garbage bins with disinfectant cleanser. Scrub out bin area with disinfectant cleanser, thoroughly wash down and wipe clean all door surfaces with a disinfectant cleanser.

2. All floors on all levels

Sweep down all stairs and landings. Remove dust from handrails and wipe clean. Remove dirty marks from walls as necessary. Wipe clean all doors and door frames. Wipe clean exit signs and replace blown globes. Clean insects out of all light fittings.

3. Grounds

Trim hedges, fertilise all lawns and gardens seasonally, check condition of soil in gardens and replenish if necessary. Spray control chemicals to prevent damage to plants from insects, pests. Treat lawns seasonally for eradication of bindy, clover and other weed growths. Replace all sections of turf as necessary. Aerate all gardens with garden fork or similar.